



CONDITIONS OF SALE
BLANKE CORPORATION

1. Terms and Conditions

These terms and conditions of sale (hereinafter referred to as the "Terms") govern the sale of Products from Blanke Corporation ("Blanke") to Customer where such products are to be used within the United States and its territories. "Products" is defined to mean the products identified on the order confirmation or invoice, whichever is issued later by Blanke to Customer; and "Customer" is defined to mean the purchasing entity identified on such documents. The Terms herein, the terms and conditions contained on any order confirmation and/or invoice, and the terms and conditions contained in any applicable Credit Application, and/or supply agreement between Blanke and Customer, if any, represent the final and complete agreement of Blanke and Customer as to the sale and purchase of Products (the "Agreement"). In the event of any conflicting terms or conditions in the Agreement, the supply agreement, if any, shall be deemed to control; in the absence of a supply agreement, the order confirmation shall be deemed to control. Any and all different or additional terms than those contained in the Agreement are rejected unless expressly accepted in writing by an authorized representative of Blanke.

2. Price and Payment

Payment terms are 1/10 net thirty (30) days from invoice date. No payments shall be subject to any setoffs, deductions or claims. Regardless of any statement appearing on a check or otherwise, Blanke's acceptance of a payment in an amount less than that due shall in no way be an accord and satisfaction or prejudice Blanke's rights and remedies to collect the full amount due. Prices do not include sales taxes or other charges levied by any governmental authority upon the sale, use or transportation of the Products, all of which shall be paid by Customer, including, without limitation, applicable customs duties and tariffs shown under §4. These are subject to change without prior notice.

For the most current version of the Price List, please visit www.blankecorp.com.

3. Shipping/Title/Risk of Loss

Unless otherwise expressly set forth in writing by Blanke, all Products will be delivered Ex Works (as defined in Incoterms 2017 revision). Orders accepted and confirmed by Blanke Corporation will be shipped as soon as commercially reasonable, subject to availability. Dates of shipments are estimated and not guaranteed. Title and risk of loss to Products shall transfer to Customer upon delivery in accordance with the applicable delivery terms. Any handling of the Products after transfer of risk of loss shall be at Customer's sole risk.

4. Freight and Shipping Charges

Prices quoted in the Price List Catalog include ground freight charges within the continental USA, save and except for purchase orders under \$3,000.00 gross, to which the rates will match FedEx rates and will not follow Blanke's previous flat shipping rates. Shipped orders must meet a \$50 minimum. Please note that "shipping days" represent business days.

Freight charges are subject to change without prior notice. Please note that we are unable to accommodate third party transport billing.

Special order items are excluded from free freight limit. Please contact orders@blankecorp.com for more details on special order items and applicable freight costs.

Blanke Corporation offers express shipping for qualifying items. Please consult customer service at orders@blankecorp.com for more details.

5. Product Inspection; Non-conformity

Customer must inspect the Products upon delivery and notify Blanke in writing of any physical damage to the Products or nonconformity with the purchase order or invoice. FAILURE TO INSPECT AND DELIVER WRITTEN NOTICE OF SUCH DAMAGE OR NONCONFORMITY WITHIN SUCH FORTY-EIGHT (48) HOUR PERIOD SHALL CONSTITUTE IRREVOCABLE ACCEPTANCE OF THE DELIVERED PRODUCTS AND A WAIVER OF ANY DAMAGE OR NONCONFORMITY THAT WAS OR SHOULD HAVE BEEN DETECTED. Any use of the Products or any portion thereof shall constitute irrevocable acceptance of such Products. As Customer's sole remedy for any damaged or nonconforming Products of which Customer has delivered to Blanke timely notice of damaged or nonconforming Products, Blanke, at Blanke's sole election, shall either: (a) replace the damaged or nonconforming Products, or (b) refund the price paid by Customer to Blanke for such damaged or nonconforming Products. In no event shall Blanke be liable for costs of procurement or substitute Products by Customer, or for injury or damage to business, or loss of profits, nor shall Blanke be liable for any incidental, special, indirect, or consequential damages. Any Product images are for illustrative purposes only; any differences between Product images and actual Product received shall not constitute nonconforming Product.

6. Cancellations

If Customer fails to make payment in accordance, or otherwise comply, with all terms of the Agreement, Blanke may, at its option (and in addition to all other remedies), cancel any unshipped portion of Customer's order, without liability to Blanke, and Customer shall remain liable for all unpaid amounts. Subject only to Section 5 herein, orders, once accepted by Blanke, cannot be cancelled without Blanke's prior written consent, which may be granted or withheld in Blanke's sole and absolute discretion. Blanke may not authorize the cancellation or deferment of shipment unless Blanke is indemnified against the loss resulting therefrom. Orders issued a tracking number are considered shipped; any cancellation or deferment will incur a 20% restocking fee.

7. Returns

Blanke shall not accept any returns unless it specifically authorizes such in writing, which may be granted or withheld in Blanke's sole and absolute discretion. Under no circumstances shall Blanke accept any returned Products after thirty (30) days from such Products' invoice date. Any authorized returns must be in resellable condition subject to inspection by Blanke prior to acceptance of same. All authorized returns shall incur a handling charge of 25%.

8. Special Orders

Customer will defend, at its own expense, any suit which may be brought against Blanke by reason of the manufacture or sale of special or non-stock Products made to Customer's specifications, including any third party proceedings. In the case of cancellation of orders of special or non-stock Products, Customer's cancellation may be conditioned upon Customer's payment in full of the price of finished Products. Blanke shall not accept any returns of special or non-stock Products.

9. Warranty and Damages Disclaimer

a. The warranty that applies is the applicable warranty in effect for the Products as of the date of the proforma invoice, or if no proforma invoice, as of the date of the order acknowledgement for the Products (the "Written Warranty").

b. Disclaimer THE WRITTEN WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, EXCEPT WHERE PURCHASE OF THE PRODUCTS IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCES ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE PERIOD OF THE APPLICABLE WRITTEN WARRANTY, OR SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. IN NO EVENT WILL BLANKE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TERMINATION, NEGLIGENCE, OR OTHERWISE, EVEN IF BLANKE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Recommendations, advice, representations, warranties, commitments or agreements that are inconsistent with the foregoing disclaimer shall not be binding on Blanke unless in writing signed by an authorized representative of Blanke. Blanke's only obligation is to provide the Products in the quantities ordered by Customer (which order is accepted by Blanke) without regard to the Products' appropriateness to Customer's application. Customer represents and warrants that Customer is not a "consumer" as defined by any applicable usury or consumer protection laws.

10. Delay/Force Majeure

Delay in delivery or nondelivery by Blanke shall not be a breach or default by Blanke if performance is delayed or made impracticable or impossible by the occurrence of any one or more of the following: (a) fire, flood, or other casualty, (b) war, riot, embargo, governmental regulation or martial law, (c) inability to obtain necessary materials from usual sources of supply, (d) shortage of transportation or delays in transit, (e) strike or other labor issue, and (f) other conditions not reasonably within Blanke's control, whether or not of a kind mentioned herein.

11. Choice of Law

For sales made in the United States or its territories, the Agreement (including, without limitation, these Terms) shall be governed by the State of Delaware.

12. Dispute Resolution, Arbitration

a. Any controversy, claim or dispute arising out of or in connection with the Agreement shall be settled by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in Atlanta, Fulton County, state of Georgia and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be heard by a single arbitrator appointed in accordance with the Commercial Arbitration Rules, and shall be conducted in English.

b. If a controversy or claim relates to or is the subject of a mechanic's or construction lien, Blanke may proceed in accordance with applicable law to preserve and enforce its lien rights. TO THE

FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANY ARBITRATION RULE OR PROCEDURE, (A) NO CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE CONSOLIDATED OR JOINED WITH ANY OTHER PERSON'S CLAIM AND NO CLASS ACTION OR REPRESENTATIVE ACTIONS SHALL BE PERMITTED UNDER THE AGREEMENT, AND (B) IF ANY CLASS OR REPRESENTATIVE ACTION CANNOT BE WAIVED UNDER APPLICABLE LAW, THE PARTIES AGREE THAT SUCH ACTION SHALL BE ARBITRATED.

c. In the event of any court proceedings in the United States, the parties hereby waive any right to a trial by jury.

13. Miscellaneous

No amendment, alteration, variation, deletion, addition, and/or cancellation of these Terms made by Customer shall be of any force or effect unless reduced to writing and signed by a director of Blanke. If any clause, subclause, or other provision of these Terms is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Terms. Customer shall pay to Blanke all costs of collection, including, without limitation, reasonable attorneys' fees, incurred by Blanke in enforcing the Agreement, including, without limitation, collecting any money due from Customer and enforcing Blanke's lien rights. No waiver by Blanke of any term or any obligation of Customer shall constitute a waiver of any other term or obligation. Customer shall not assign or transfer its rights or obligations under the Agreement without the prior written consent of Blanke. All of Customer's representations, warranties and indemnities under the Agreement shall survive the consummation of or the termination or cancellation of any purchase and sale of Products. Which party prepared the Agreement shall have no bearing on the construction or interpretation of the Agreement. Buyer will defend, at its own expense, any suit or legal proceeding, including any third party proceedings, which may be brought against Blanke by reason of the manufacture or sale of any special product(s) made to Buyer's specifications. These Terms supersede all prior versions of Blanke's Conditions of Sale. Blanke reserves the right in its sole discretion to amend these Terms from time to time and any such amended terms and conditions shall be binding on Customer.

Date: 1/1/2024