

HORIZON SOLUTIONS LLC

GENERAL TERMS AND CONDITIONS OF SALE

1. **GENERAL.** These general terms and conditions of sale are between the buyer ("Customer") and Horizon Solutions LLC ("Horizon") as the seller, and along with other written specifications, quotations or supplemental terms that may have been provided by Horizon, will control the sale of all goods and services (the "Products") by Horizon to the Customer. These terms and conditions apply whether the sale occurs due to verbal or paper-based orders or any form of electronic commerce and represent the entire agreement between both parties for that purpose. If not otherwise agreed to, receipt or acceptance of delivery of any of the sold Products alone will constitute acceptance of these terms and conditions. No addition or modification to these terms and conditions, including those proposed the Customer or that may appear on or referenced in the Customer's purchase order, requisition or payment remittance, will be binding unless agreed to by Horizon in writing.

2. **PAYMENT TERMS.** Unless otherwise authorized by Horizon in writing, payment is due net, thirty (30) days from the date of my invoice with ongoing approved credit as determined by Horizon from time to time Payment by credit card, when permitted by Horizon, is subject to credit card validation and authorization both at time of order placement and immediately prior to shipment. Horizon reserves the right to suspend its performance in the event payment is not made when due and require progressive payments or other forms of payment security or guaranty. No payment offset, including retainage, is permitted without Horizon's consent. Interest charges will be added to overdue invoices at the rate of 1.5% per month starting from the date of invoice, subject to any limit imposed by applicable law. Further, the Customer agrees to pay all collection expenses and attorney's fees incurred in connection with the enforcement of payment terms or the collection of any amounts owing from the Customer to Horizon. Failure to exercise, delay or partially exercise any right, power or privilege hereunder shall constitute waiver or preclude any further exercise of these rights, power or privilege.

3. **DELIVERY TERMS.** Delivery terms are Ex Works Horizon's facility (or Horizon's supplier's facility in the event of a direct factory shipment) or as otherwise agreed to as stated on Horizon's order acknowledgment. In all cases, title transfers to the Customer upon the earlier of Horizon's delivery to the Customer or receipt by the first carrier for transport to the Customer, except that title to all intellectual property rights associated with the Products remains with Horizon's suppliers or Product licensors. Horizon's acknowledged shipping dates are approximate only, based on prompt receipt of all necessary information from the Customer, and disclaims all liability for late delivery. Where applicable, shipping and handling costs will be billed to the Customer, unless otherwise waived by Horizon.

4. **WARRANTY AND INTELLECTUAL PROPERTY DISCLAIMER.** The Customer acknowledge that Horizon is an independent enterprise, purchasing and reselling the Products for its own account, and not as an agent of any product manufacturer or service provider. Horizon is not authorized to commit or bind any product manufacturer or third-party service provider in any way, nor is any product manufacturer or service provider authorized to commit or bind Horizon in any way. Horizon is not a general contractor regarding the sale of third-party branded services, acting only in the capacity of a permitted reseller of those services. HORIZON MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE), AND DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, RELATIVE TO ANY GOODS OR SERVICES SOLD BY HORIZON. The only warranty available to the Customer will be that as may be extended directly by the original Product manufacturer or service provider (copies of any such warranties are available upon request). Horizon assumes no post-sale technical support or warranty repair obligations, however, at its discretion, may assist the Customer in processing warranty claims. Horizon assumes no responsibility for any information, specification, claim, warranty or representation made or provided by the original manufacturer or service provider. That information, to extent provided by or secured from Horizon, is solely for your convenience, and the Customer must make your own determination as to the accuracy and completeness of that information.

5. **DISCLAIMER AND LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HORIZON WILL NOT BE LIABLE FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. HORIZON'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES FOR WHICH HORIZON IS FOUND RESPONSIBLE, WHETHER OR NOT INSURED, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WILL NOT EXCEED HORIZON'S SELLING PRICE TO THE CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR LIABILITY. HORIZON DISCLAIMS ALL LIABILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT CONTRACTUALLY REQUIRED OF HORIZON. ANY ACTION AGAINST HORIZON MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION BETWEEN BOTH PARTIES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF HORIZON'S EMPLOYEES, REPRESENTATIVES AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION BETWEEN BOTH PARTIES THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION, OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

6. **PRICES.** Prices and other information shown in any of Horizon's catalogs and brochures (including those of Horizon's suppliers) are subject to change without notice and to confirmation by specific quotation. Those publications are not offers to sell and are maintained only as a source of general information. Horizon's prices do not include sales, use, excise, customs, value-added or similar taxes. Unless provided with a valid tax exemption certificate, Horizon will invoice the Customer as a separate line item all such taxes as may be applicable. Services will be provided in accordance with quoted rates and supplemental terms and conditions in effect as of the date the services are provided, unless otherwise confirmed by my written quotation or order acknowledgment.

7. **LICENSED SOFTWARE AND FIRMWARE.** Software or firmware Products may be subject to the Customer's acceptance of separate license agreements, with no rights to use, sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware except as may be expressly permitted by those license agreements.

8. **CHANGES AND SUBSTITUTIONS.** Customer requested changes, including those affecting the identity, scope and delivery of the Products to be purchased, must be documented in

writing and are subject to Horizon's (or Horizon's supplier's) prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event, Horizon reserves the right to reject any change that horizon or its suppliers deem unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with Horizon's suppliers' design or manufacturing capabilities. Horizon further reserves the right to substitute using the latest superseding revision or series or equivalent Product having comparable form, fit and function unless the Customer prohibits or limits such substitutions in writing..

9. **RETURNS.** All returns will be pursuant to Horizon's instructions, require a Horizon Return Goods Authorization number and at Horizon's discretion. Non-warranty returns of unused and resalable Products for credit will be subject to Horizon's return policies in effect at the time, including applicable restocking charges and other conditions of return. Custom Products or Products specifically manufactured or sourced to Customer specification are not returnable. Products returned under the manufacturer's warranty must be properly packed and shipped to locations specified by Horizon or its supplier. Shipping containers must be clearly marked per instruction and shipped freight prepaid.

10. **ORDER CANCELLATION.** Customer cancellation prior to shipment is permitted only by written notice and upon payment to Horizon of reasonable cancellation and restocking charges, including reimbursement for incurred direct costs. Cancellation charges associated with orders for custom Products or Products specifically manufactured or sourced to the Customer's specification may equal the actual selling price of the affected Products. Horizon has the right to cancel any order for cause at any time by written notice, and Horizon will be entitled to cancellation and restocking charges as mentioned above. No termination by the Customer for cause will be effective unless Horizon has failed to correct the alleged cause within forty-five (45) days after receipt of the Customer's written notice specifying the cause.

11. **FORCE MAJEURE.** Horizon and its suppliers will not be liable for any loss, damage or delay arising out of Horizon's failure or that of Horizon's supplier to perform due to causes beyond their reasonable control, including without limitation, acts of God, acts or omissions by the Customer or other parties not under Horizon or its suppliers' direction and control, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of delay, Horizon's performance date(s) (or that of its supplier, as the case may be) will be extended for a length of time as may be reasonably necessary to compensate for the delay.

12. **EXPORT CONTROL.** Products and associated materials sold by Horizon may be subject to various export laws and regulations. It is the responsibility of the Customer or its designated exporter to comply with those laws and regulations. In the event that U.S. or local law requires authorization for the export or re-export of any Product or associated technology, no delivery can be made until that authorization is obtained, regardless of any promised delivery date. In the event that authorization is denied, Horizon (and Horizon's supplier, if applicable) will be relieved of any further obligation to the sale or delivery of the Products subject to the denial without liability of any kind to the customer or any other party. Horizon will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Horizon's discretion.

13. **DISPUTES.** Both parties will attempt in good faith promptly to resolve any dispute by negotiations between our representatives who have authority to settle the dispute. If unsuccessful, both parties then will attempt in good faith to settle the dispute by non-binding third-party

mediation, with mediator fees and expenses shared equally between us. Any dispute not resolved by negotiation or mediation then may be submitted to a court of competent jurisdiction in accordance with these terms and conditions. Both parties agree that this is the exclusive procedure for the resolution of all disputes.

14. **GOVERNING LAW AND FORUM.** The agreement comprised of these terms and conditions and all disputes arising under it will be governed by and interpreted in accordance with the laws and will be subject to the exclusive jurisdiction of the courts of the State of New York.