Solmax – Terms & Conditions of Sale (October 2026)

1. COMPLETE AGREEMENT; PREVALENCE: These terms and conditions ("**T&C**") govern the sale of products (the "**Products**") by the Solmax entity (the "**Seller**") to the customer (the "**Buyer**") as stated in the Seller quotation, order acknowledgement and related sales forms (collectively, the "**Sales Forms**", together with these T&C, the "**Contract**"), which represents the complete agreement between the parties. This Contract shall be binding on the parties upon the issuance by Seller of the sales order acknowledgement.

Seller objects to and rejects any and all terms and conditions different from or additional to these T&C, which shall prevail on any terms of the purchase or other order form submitted by Buyer (a "**Buyer Order Form**"). In the event Seller is required to sign or however acknowledge a Buyer Order Form, Buyer confirms and acknowledges that the Buyer Order Form is not intended and does not constitute consent or agreement in any way to vary the terms and conditions of the Contract, which shall remain in full force and effect unamended. The Contract supersedes all agreements, understandings, writings, proposals, representations and communications, oral or written, of either party with respect to the subject matter hereof and the transactions contemplated hereby. No amendment of any provision of the Contract shall be valid unless made in writing and signed by both parties specifically referencing the portion of the Contract being amended.

2. PAYMENT AND CREDIT: Buyer agrees that the terms of payment shall be set in the Sales Forms. Buyer shall pay any amounts owed hereunder without any compensation, set-off, counterclaim or reduction of any kind by Buyer (including those for alleged damages). Invoices not paid when due will be subject to a finance charge of 1.0% per month or the rate allowed by applicable law, whichever is the higher, on the unpaid balance. In the event Seller refers Buyer's account to a third party for collection, Buyer agrees to pay all applicable collection and reasonable attorney fees all in accordance with applicable law. Any sale to Buyer under this Contract is subject to Seller's approval of Buyer's credit worthiness, and Seller reserves the right to set such conditions, or to require Buyer to post a confirmed letter of credit, bank guarantee or equivalent instrument in Seller's favor for the full amount of the purchase price or to make other payment arrangements acceptable to Seller prior to approving or granting credit to Buyer (the "**Credit Approval**"). The Sales Forms are subject to the terms, conditions and the credit and payment schedules contained in the Credit Approval. If Buyer fails to make payment in accordance with the terms of the Contract or otherwise fails to comply with any provision hereof, Buyer shall be

in default hereunder, and Seller may, at its option, and in addition to any other remedies it may have, cancel any unshipped portion of the Contract order or any other order. In such event, Buyer will remain liable for all unpaid accounts.

Any credit terms extended to Buyer in the Credit Approval shall be subject to change by Seller, at any time, if Seller, in its sole discretion, determines that its prospects for payment have become or may have become impaired or determines that Buyer's creditworthiness has changed or been impaired. Under these circumstances, Seller shall have the right to revise the terms of payment as deemed appropriate by Seller, including, without limitation, requiring cash before production or cash before delivery.

3. PRICES: All prices are as specified in the Sales Forms. Seller reserves the right to make any adjustment to the prices set forth in the Sales Forms at any time in its sole discretion before the delivery of the Products, including without limitation, for reason of any changes in taxes, duties or tariffs requirements applicable in any relevant jurisdiction.

4. TAXES AND IMPORT DUTIES: The prices set forth in the Sales Forms are exclusive of any applicable sales, goods, service, excise, duties, tariffs and similar taxes imposed by any regulatory authority of any relevant jurisdiction (the "**Taxes**"). Such Taxes shall be added to the price and paid by Buyer. If Buyer is required by law to make any deduction or withholding from any payment due to Seller, Buyer must pay an additional amount to Seller to ensure that Seller receives the same amount that it would have, had no such deduction or withholding been made. Where applicable, Buyer shall provide Seller with a sales tax and/or VAT exemption certificate to avoid payment of sales tax and/or VAT imposed by law, as may be permitted under applicable laws. Buyer agrees that if or to the extent that Seller is charged with any such Taxes, Buyer shall forthwith reimburse Seller for same. Buyer will be at all times the importer of record for purposes of applicable import laws in the destination country ("**Import Laws**"). Buyer will be responsible for filing import documentation and paying all associated Taxes in accordance with the provisions of the Import Laws. Buyer will reimburse Seller for any such Taxes within fifteen (15) days of receipt of the import documents in the event Seller is charged with same. Buyer will be responsible for paying any additional Taxes and all expenses incurred now or in the future in the event that the import documentation doesn't comply with the provisions of the Import Laws due to any erroneous, incomplete or untimely information provided by Buyer.

5. DELIVERY AND RISK: Unless otherwise expressly specified in the Sales Forms, shipment to Buyer's site shall be made within thirty (30) days of the delivery date determined by the parties. If Buyer is not ready or able to receive the Products once Seller is ready to ship, Buyer shall pay all costs of handling, transport and storage fees that will apply for all the Products which Buyer cannot take possession of for any reason, unless

Buyer has pre-notified Seller in writing of Buyer's impediment to take possession of the Products and the parties have agreed on alternative arrangements. Subject to the foregoing, if Seller's facility cannot store the Products that were originally set to be shipped to Buyer, Seller shall have the right to move and store the Products at another facility at Buyer's sole cost and expense. If the aforementioned thirty (30) days delivery date or any other delivery date agreed to by the parties cannot be met due to any delay caused by Buyer, Seller shall not be liable to Buyer for any damage.

Transportation. Unless otherwise expressly specified in the Sales Forms, all delivery and transportation costs are at the expense of Buyer and without limiting the foregoing, any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be borne and paid by Buyer. Seller shall use commercially reasonable efforts to comply with Buyer's requests as to the method of shipment, but Seller reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such case, Seller will notify Buyer of such changes as soon as reasonably possible. If the quoted price for the Products includes the freight charges from Seller's manufacturing facility to Buyer's facility or job site, the cost of freight has been determined as of the date of the quotation. Buyer acknowledges and agrees that if Seller receives notification of a fuel surcharge from its carriers after the date of the quotation and prior to delivery, then that fuel surcharge shall be passed on to Buyer for Buyer's account.

Risk of Loss. If Seller is to ship the Products by carrier, risk of loss shall pass to Buyer when the Products are delivered to the carrier even though the shipment is under reservation of title. If Buyer is to pick up the Products at Seller's warehouse or plant, risk of loss shall pass to Buyer on tender of delivery at Seller's plant or warehouse. Notwithstanding anything to the contrary in these T&C or any Sales Forms, risk of loss shall also pass to Buyer upon the occurrence of any of the following events: (i) Buyer is unable or refuses to accept delivery on the delivery date for the shipment specified on the Sales Forms; (ii) the Products are ready for delivery and Buyer has failed to furnish Seller with shipping instructions; or (iii) Buyer has paid the entire purchase price for a shipment prior to delivery. Under no circumstances shall Seller be obligated to obtain insurance for Buyer.

6. INSPECTION AND RETURN: Buyer shall carefully examine the Products upon receipt. If Buyer receives a Product which it considers damaged, non-conforming, not within specification or otherwise unacceptable (the "**Rejected Product**"), Buyer shall so notify Seller in writing no later than ten (10) business days after receipt of the Product or prior to installation, whichever shall occur first. Failure to provide such notice shall be deemed acceptance of the Product as received. Seller shall have an opportunity to inspect any

Rejected Product. The Rejected Product may be returned only upon Seller's written consent. Seller's liability shall in no event exceed the value of the Rejected Product.

7. WARRANTY AND DISCLAIMER: Subject to the exclusions contained hereunder, the sole and exclusive warranty of Seller as to any Products shall be as specified in these T&C or, if applicable, in a written limited warranty issued by Seller. **An express condition precedent to any and all liability under Seller's warranty hereunder is the timely payment of all amounts owed by Buyer to Seller.**

Subject to the minimum delay required by applicable statutory warranty at all times, and further subject to the a period otherwise stated in the specifications of a Product or the Sales Forms, Seller warrants to Buyer (and Buyer only) that, for a period of twelve (12) months from the date of delivery, the Products will conform to Seller's issued specifications for said Products. **SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND NO WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.** It is the sole responsibility of the Buyer or its end user to determine the suitability of a Product for specific uses and applications, remaining fully liable for the adequacy and suitability of the intended use.

Unless otherwise mentioned in the Products specifications, Seller makes no warranty or guaranty under any federal, state or any other applicable laws or regulations regarding flammability or any other characteristics, properties or uses of the Products. Any samples submitted by Seller shall not be deemed to create any warranties; provided, however, that if Seller submits color samples to Buyer and such samples are approved by Buyer in writing prior to first delivery, Seller warrants that the shade and the fastness of color of the Products shall correspond as nearly as commercially practicable to the sample, and Seller shall be not responsible for normal variations in finish or shade.

Without limiting the generality of the foregoing, Seller assumes no responsibility for the results obtained by the use of the material whether singularly or in combination with other products or for the carpeting or other product to which the material is affixed or with which it is combined or for any reaction or effect of the material on any such product**.** In addition, the warranty provided above shall not apply to any damage to or failure of the Products or other damages resulting, directly or indirectly, from Force Majeure (as defined hereinafter) or conditions beyond the reasonable control of Seller, including, without limitation, accidents, fire, misuses, negligence, improper installation, improper storage, modifications, alterations, tampering, vandalism or failure to properly maintain, protect or repair the Products.

Seller neither makes nor intends, nor does it authorize any agent or representative to make any other warranties or representations, express or implied. Buyer assumes all risk and cost associated with any inconstancies as between the Seller's warranty and any alleged representations or warranties Buyer makes to any third party, including the owner of a project. Buyer agrees to indemnify, defend and hold Seller harmless from and against all claims, demands, causes of action, damages and losses of every kind and character (including reasonable attorney's fees) arising out, relating to or resulting from Buyer's representations or warranties to such third party which are not included in the Seller's warranty.

8. NO LIABILITY FOR TECHNICAL ASSISTANCE: Buyer acknowledges and agrees that regardless of whether Seller furnishes or provides technical assistance or information with regard to any Products or as to the installation or the usage of such Products, Seller **is not a design or engineering professional** and shall have no design or engineering responsibility or liability with regard to: (i) any project plans or specifications; (ii) the application or use of the Products to any particular system, project, purpose, installation or specification; or (iii) any installation, means, methods or techniques at the project. Buyer acknowledges and agrees that any technical assistance or responses provided by Seller shall be subject to review and approval by the project design professionals and owner of the project, who shall have sole responsibility and liability as to whether to accept and implement same, with no liability to Seller. Furthermore, any proposed product, including the Products, shall be thoroughly evaluated for its intended application by Buyer. The parties expressly agree that the sale hereunder is for commercial or industrial use only, and is not a consumer transaction. It is also agreed that the Products sold by Seller to Buyer must be installed or sold by Buyer at the same project location as the one specified in the Sales Forms, unless Buyer has received the prior written approval by Seller allowing for the installation or sale at a different project location.

9. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUES, DOWNTIME, ENVIRONMENTAL DAMAGE OR SUITS FROM THIRD PARTIES, DIRECTLY OR INDIRECTLY ARISING FROM THE CONTRACT OR TRANSACTION, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S SOLE REMEDIES IN THE EVENT OF BREACH ARE THOSE REMEDIES ENUMERATED HEREIN AND IN THE LIMITED WARRANTY. SELLER'S LIABILITY SHALL IN NO WAY EXCEED THE REPLACEMENT COST OF THE PRODUCTS WHICH HAS

VIOLATED THE LIMITED WARRANTY, OR THE WARRANTY PROVIDED HEREIN, AND DOES NOT EXTEND TO THE INSTALLATION SERVICES OF SELLER, BUYER OR THIRD PARTIES. Any action against Seller for breach of warranty or contract, negligence or other alleged liability arising out of the sale of Products hereunder must be commenced within one (1) year after such cause of action accrues and must otherwise conform to the requirements of these T&C.

10. INDEMNIFICATION: Buyer shall fully indemnify, defend and hold Seller, and its subsidiaries and affiliated companies and their respective officers, directors, managers, agents, employees, affiliates, representatives, successors and assigns, harmless from and against any third party claims, demands, actions, suits, proceedings, investigations, liabilities, damages, costs or expenses (including reasonable attorneys' fees) that arise from or relate to: (i) Buyer's breach of its representations, warranties or obligations as set forth in the Contract; (ii) any injury or death arising from a party's use of the Products, except to the extent caused solely by the gross negligence or willful misconduct of Seller or Seller's failure to manufacture the Products in accordance with the specifications; (iii) Buyer's infringement of any patent, trademark, copyright, or trade secret or other third-party rights of any person, or any other intellectual property developed or provided by Buyer under the Contract; (iv) Buyer's marketing, advertising or other representation of the Products; and (v) the negligence or willful misconduct of the Buyer or those for whom Buyer is legally responsible.

11. FORCE MAJEURE: Seller shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including, but not limited to, any failures or delays in performance caused by any strike, lockout or labor dispute; fire; pandemic or lockdown issued by a governmental authority; act of God or the public enemy; riot; wars or international sanctions; interference by civil or military authorities; compliance with the laws or with orders or policies of any governmental authority; delay or suspension in transit or delivery on the part of transportation company; any increase in fuel surcharges, and shortage of or increase in raw materials (a "**Force Majeure**").

Upon the occurrence of a Force Majeure, Seller shall deliver to Buyer a notice informing Buyer of the reasons for Seller's suspension or delays in performance. All additional costs relating to storing, transporting and delivering of the Products shall be to the charge of Buyer. If the performance cannot be resumed due to a Force Majeure at the end of a sixty (60) day period, Buyer or Seller will have the right to terminate the Contract or revise the contract terms to take into account the consequences or changes resulting from the Force Majeure. If Buyer chooses to terminate the Contract, Buyer will remain liable for all

additional costs, including the fees for storing, transporting or delivering of the Products in transit.

Notwithstanding the above, if Seller's selected carriers refuse to deliver any Products to Buyer due to a Force Majeure, then Buyer shall have the option of arranging for shipment at its sole cost and expense and receiving a credit from Seller for the freight charges set forth in the Sales Order.

12. GOVERNING LAW AND JURISDICTION: This Contract and any dispute, claim, controversy or proceeding, including non-contractual disputes or claims, arising out of or in connection with it are governed by the regional jurisdiction of the Seller stated in the Order Forms, without regard to conflict-of-law rules, and for which each party waives objections to venue or forum non conveniens and, where applicable, waives jury trial, as follows:

(i) **USA and Central/South America:** the laws of the State of Georgia, USA shall apply and each party irrevocably consents to the exclusive jurisdiction of the courts of Jackson County, Georgia, USA.

(ii) **Europe, Middle East and Africa (EMEA):** the laws of the Netherlands shall apply and each party irrevocably consents to the exclusive jurisdiction of the District Court of Overijssel, location Almelo, the Netherlands.

(iii) **Asia and Oceania:** the laws of Malaysia shall apply and each party irrevocably consents to the exclusive jurisdiction of the courts of Kuala Lumpur, Malaysia.

(iv) **Canada and all other countries:** the laws of the Province of Québec and Canada applicable therein shall apply and each party irrevocably consents to the exclusive jurisdiction of the courts of Montreal, Québec, Canada.

CISG Exclusion. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

13. CONFIDENTIALITY: All information about Seller's business to which Buyer gains knowledge in the course of the Contract shall be kept strictly confidential by Buyer, shall not be disclosed to any third party and shall not be used for any other purpose than to the extent required for either party to perform its obligations under the Contract. The parties shall keep the terms and conditions of the Contract confidential.

14. TRADEMARKS AND INTELLECTUAL PROPERTY: No right to the use of any trade name or trademark of Seller passes to Buyer under the Contract and Buyer agrees to refrain, either directly or indirectly, from using any of Seller's trade names or trademarks unless specifically authorized to the contrary by Seller in writing. All designs and intellectual

property rights in the Products are and will remain the sole property of Seller. Under no circumstances will the Buyer copy or make use of any of Seller's designs, patents and other intellectual property rights.

15. CODE OF CONDUCT FOR BUSINESS PARTNERS: Buyer covenants, represents and warrants that: (i) it has read Seller's Code of Conduct for Business Partners at https://www.solmax.com/us/en/code-of-conduct (the "**Code**"), which forms an integral part hereof; (ii) it accepts to be bound by the terms of the Code; and (iii) it will not engage in any conduct that violates the Code.

16. SANCTIONS AND EXPORT CONTROLS: Notwithstanding any other provision herein, Buyer agrees to comply fully with all applicable sanctions and export control laws and regulations of Canada, the United States of America ("US"), the European Union ("EU"), United Nations ("UN") and of any other relevant jurisdiction hereunder, in the performance of the Contract. Buyer represents and warrants that neither Buyer, nor any parent, subsidiary, affiliate, or associated company of Buyer, is: (a) included on any of the sanctioned party lists maintained by Canada, the US, EU or UN (collectively, "**Sanctioned Party Lists**"); (b) is owned or controlled by (i) any party identified on the Sanctioned Party Lists; (ii) any government subject to Canadian, US, EU or UN sanctions; or (iii) any party acting on behalf of those identified in (a) or (b) (collectively, "**Sanctioned Parties**"). Buyer hereby acknowledges and confirms that, unless specifically and expressly authorized by Seller in writing, it will not sell or enter into an agreement to sell the Products, directly or indirectly, through third parties or otherwise, to any Sanctioned Parties.

17. DEFAULT: Buyer shall be in default hereunder upon the occurrence of any of the following events, in any jurisdiction: (i) Buyer fails to make any payment hereunder when due, or to comply with any of the other terms and conditions hereof; (ii) Buyer becomes insolvent or unable to pay its debts as they mature or is generally not paying its debts as they mature; (iii) Buyer makes a general assignment for the benefit of its creditors; (iv) a trustee, receiver or other custodian is appointed for any of the Products or all or a substantial portion of Buyer's assets or property; or, (v) a proceeding under an insolvency or bankruptcy legislation is instituted by or against Buyer.

If Buyer is in default hereunder, Seller, in addition to any other rights it has under applicable law, shall have the right to do any one or more of the following: (i) cease or suspend its performance hereunder; (ii) terminate this Contract or any other transaction with Buyer (Buyer to remain liable for damages); (iii) cancel the Contract for any unpaid Products, and claim and recuperate such Products; and (iv) recover damages arising from Buyer's default, including, without limitation, costs and lost profits associated with Products not yet delivered.

18. RETENTION OF TITLE AND SECURITY INTEREST: Title to the Products shall remain vested in the Seller and shall not pass to Buyer until the purchase price for the Products has been paid in full and received by the Seller. Irrespective of whether title to the Products remains vested in the Seller, risk in the Products shall pass to Buyer as set out in Section 5 – Risk of Loss.

To the extent permitted by applicable law, Buyer hereby grants to Seller a purchase money security interest or a moveable hypothec in the Products and all proceeds thereof to secure payment of the purchase price and all other obligations of Buyer in connection with the sale of the Products. Buyer authorizes Seller to prepare and file such financing documents, and agrees to execute such security agreements and other documents, as Seller deems necessary or advisable to evidence, perfect or maintain such security interest. Buyer hereby appoints Seller as Buyer's attorney in fact with full power to execute in Buyer's name and stead and to record the financing statements and such other documents as deemed necessary or appropriate by Seller to evidence, perfect or maintain Seller's security interest in the Products, and Buyer declares that such power is coupled with an interest and is irrevocable.

19. TESTING: Where third-party testing is required—whether commissioned by Buyer or its client— Buyer shall promptly notify Seller and provide: (i) the scope and purpose of testing; (ii) estimated timelines for completion and report release; (iii) regular status updates, including any delays; and (iv) the final test report upon receipt. Buyer shall ensure, or cause its client to ensure, commercially reasonable efforts are made to expedite testing and reporting, and provide Seller with sufficient information to support timely order release, failing which may result in delays and otherwise as specified in the Sales Forms.

20. SEVERABILITY: If any of these provisions are determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of these T&C shall be unaffected. Also, a valid and enforceable provision shall be substituted for the affected provision as similar as possible to the affected provision.

21. MISCELLANEOUS: All notices and proceedings under or relating to this Contract will be in English. The Contract shall be binding upon the respective successor and assigns of each of the parties hereto, but, any assignment without the prior written consent of Seller shall be void, except where such assignment is approved in advance in writing by Seller. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, modify, explain, or supplement any of the terms hereof. The parties have requested and accepted that the Contract be drafted in English. *Les parties ont demandé et accepté que les présentes, les bons de commandes, les confirmations de commandes et tous documents accessoires aux présentes soient rédigés en anglais*.