

**LOVEGREEN INDUSTRIAL SERVICES, INC.**  
**TERMS AND CONDITIONS OF SALE**  
July 20, 2021

- 1. GENERAL.** Lovegreen Industrial Services, Inc. (“Lovegreen”) agrees to provide the products (the “Products”) and labor and other services (the “Services”) ordered by Customer in accordance with these Terms and Conditions, which shall be deemed a part of any Proposal or Purchase Order and shall be incorporated therein by this reference. If Customer has not otherwise agreed to these Terms and Conditions as a part of a Proposal, Customer acknowledges its agreement to these Terms and Conditions upon the earlier of: (i) Customer issuing a Purchase Order, or (ii) Customer accepting delivery of the Products or making payment therefor. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any Customer purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If Customer deems any of these Terms and Conditions not to be acceptable, Customer’s sole recourse shall be to cancel Customer’s order by written notice to Lovegreen within five (5) days of receipt of these Terms and Conditions. Any Proposal, Purchase Order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the “Agreement.”
- 2. PAYMENT TERMS.** In consideration of the delivery of the Products and/or performance of the Services, Customer agrees to pay Lovegreen the purchase price as set forth in the Purchase Order. Payment of such purchase price shall be made in U.S. Currency as and when specified in the invoice provided by Lovegreen. If Customer believes that any invoice is incorrect, Customer must notify Lovegreen in writing within twenty (20) days after receipt of the applicable invoice. If Customer does not so notify Lovegreen, Customer shall be deemed to have waived the right to further dispute the accuracy of the invoice. If at any time Lovegreen determines that Customer’s financial condition or credit rating does not justify a sale on credit, Lovegreen reserves the right to require advance payment, a personal guarantee and/or other security.
- 3. LATE PAYMENT.** All payments not made as and when required hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month, compounding monthly, or the maximum rate allowed by law, whichever is less, commencing on the date that the purchase price payment was due. Delinquent account balances are subject to placement for collection, and Customer shall pay any reasonable fees and expenses incurred by Lovegreen for such collection activities including attorneys’ fees. Lovegreen reserves the right to cancel or suspend any outstanding orders upon written notice to Customer in the event of Customer’s failure to make timely payment hereunder.
- 4. TAXES.** Purchase price does not include personal property, value-added, sales, excise, use or other taxes. Customer shall be liable for all such taxes whether or not invoiced by Lovegreen. Any sales tax collected by Lovegreen shall be reflected on the Purchase Order and/or invoice.
- 5. SHIPMENT.** Delivery will be FOB, Lovegreen’s facility or other point of origin designated by Lovegreen. Lovegreen shall have the right to determine the method of shipment and routing of the Products, unless otherwise agreed in writing. Customer shall pay all Product shipping and delivery charges, which will be included on Customer’s invoice. Lovegreen shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of any Products hereunder shall not relieve Customer from the obligation to accept and pay for such Products. If Customer fails to take delivery of the Products, Customer shall pay all storage, care, maintenance, and other expenses associated with the Products; provided, however, the foregoing shall not impose any obligation or liability on the part of Lovegreen for any storage, care, or maintenance of the Products.
- 6. SPECIFICATIONS.** The parties shall mutually agree on the final designs and specifications of the Products and/or Services to be provided hereunder. If subsequent changes to the designs and/or specifications are made, Lovegreen may charge to Customer, and Customer agrees to pay, any and all additional costs resulting from said change. Lovegreen reserves the right to alter the agreed upon Product or Service designs and/or specifications at any time, provided that Lovegreen shall not materially change the basic function of the Products or Services without first obtaining Customer’s approval. All Products and/or Services shall be subject to tolerances and variations consistent with usual trade practices and shall be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.
- 7. SECURITY FOR PAYMENT OF PURCHASE PRICE.** To secure payment of amounts payable by Customer to Lovegreen, Customer hereby grants to Lovegreen a continuing purchase money security interest and lien on the Products, whenever sold, consigned, or delivered and wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products (including installation thereof) is paid in full, including payment of any interest and costs of collection. Customer grants Lovegreen a limited power of attorney, coupled with an interest, to execute financing statements and other documents or to take any other action in the name of Customer necessary to perfect the security interest granted herein. Upon Lovegreen’s request, Customer will execute such other or additional documents as may be necessary for the enforcement or protection of Lovegreen’s security interest granted herein.
- 8. SERVICES.** Lovegreen shall use best efforts to complete the Services consistent with the designs and specifications agreed to between the parties, subject to such alterations, tolerances, and variations set forth in Section 6 herein. Customer shall designate a person who shall be fully acquainted with the scope of the Services and has authority to approve changes in the scope of the Services (to the extent such approval is required hereunder), render decisions promptly, and furnish information expeditiously. Lovegreen shall have no obligation to perform any installation or other Services except for those specifically identified on the Purchase Order or otherwise agreed in writing by the parties. Lovegreen shall have no obligation to discover, report, or repair any hazards or latent or other defects of condition or design in connection with the Services or Customer’s parts or machinery, and Lovegreen shall have no liability for any failure to discover, report or repair any such hazard or latent or other defects.
- 9. EXPRESS LIMITED WARRANTY.** Lovegreen warrants all Products to be free of defects in workmanship or materials and that all Services have been performed in a good and workmanlike manner for a term of three (3) months from the date of the installation of the Products or provision of the Services (the “Warranty Period”). The Customer shall notify Lovegreen in writing within fifteen (15) days of the discovery of a defect causing the Products or Services to be noncompliant with this express warranty. Any such notice must be received during the Warranty Period in order to be valid. If Lovegreen, after testing, determines that there is a defect causing the Products or Services to be noncompliant with this express warranty during the Warranty Period, Lovegreen’s sole responsibility under this express warranty shall be either to repair or replace, at Lovegreen’s option and expense, any such defective Product or Service. Lovegreen’s express warranty provided herein is expressly conditioned upon the proper maintenance,

care, and use of the Products. Improper maintenance, care, and/or use of the Products will invalidate this express warranty. Notwithstanding anything to the contrary contained in this Section: (i) Customer's machinery or parts shall not be covered by the express limited warranty provided herein (including but not limited to any items procured or provided by Customer in connection with the Products and/or Services to be delivered hereunder); (ii) Products which are handled by or operated on Customer's machinery or parts shall not be covered by the express limited warranty provided herein; (iii) Products which are manufactured by a party other than Lovegreen shall not be covered by the express limited warranty provided herein and shall be sold exclusive under the warranty, if any, provided by such manufacturer solely to the extent such warranty is transferrable to Customer; and (iv) the express limited warranty provided herein shall not cover diagnosis or continued performance of the Customer's machinery or parts and shall not be construed as a guaranty of any particular outcome or result.

**10. DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EXPRESS WARRANTY SET FORTH IN SECTION 9 ABOVE IS THE SOLE WARRANTY PROVIDED BY LOVEGREEN WITH REGARD TO THE PRODUCTS AND SERVICES. LOVEGREEN EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR CUSTOMER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOVEGREEN EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING SPECIFIC PRODUCT PERFORMANCE OR SPEED, AS SUCH MATTERS ARE SUBJECT TO VARIATION AND UNCERTAINTY.**

**11. LIABILITY LIMITATION. IN NO EVENT SHALL LOVEGREEN BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS' FEES OR COURT COSTS ARISING OUT OF OR RELATED TO THE PRODUCTS, THE SERVICES, THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, IRRESPECTIVE OF WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE OR WHETHER LOVEGREEN HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LOVEGREEN'S LIABILITY TO CUSTOMER UNDER ANY LEGAL THEORY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS AND/OR SERVICES.**

**12. CUSTOMER COVENANTS. Customer hereby covenants that it shall (i) at all times employ qualified personnel who are able to properly and safely operate the Products sold hereunder, (ii) regularly train employees in the proper and safe use of the Products, (iii) properly maintain, care for, and use the Products and Customer machinery, with safety devices installed and in good operable condition, (iv) properly maintain, care for, and use the machinery upon or within which the Products are installed; and (v) ensure the Products are installed and operated in compliance with all applicable laws, rules, regulations, and orders that affect the Products.**

**13. INSURANCE. Customer shall maintain, at a minimum, insurance coverages as follows: (i) Commercial General Liability coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 general aggregate, and \$1,000,000 products-completed operations aggregate; (ii) Property coverage with limits of at least 100% of the replacement cost of Customer's building and personal property; (iii) Employer's Liability coverage with limits of at least \$1,000,000 per person for injury, \$1,000,000 per person for disease, and \$1,000,000 aggregate for disease; (iv) Hired and Non-Owned Automobile Insurance with limits of at least \$100,000 per individual and \$1,000,000 aggregate; and (v) Worker's Compensation Insurance in amounts required by law. Customer shall maintain in effect the foregoing coverages with insurance companies that have an A.M. Best rating of A- and VII or better and are otherwise reasonably acceptable to Lovegreen. Customer shall provide Certificates of Insurance promptly upon request by Lovegreen.**

**14. INTELLECTUAL PROPERTY. Lovegreen's intellectual property, including but not limited to, its manufacturing know-how, patents, copyrights, and trademarks (collectively, the "Lovegreen's Intellectual Property") shall remain the exclusive property and rights of Lovegreen and all rights are reserved.**

**15. REMEDIES. In the event of any default by Customer under this Agreement, Lovegreen may pursue any legal remedy to enforce its title in and right to possession of the Products and/or to enforce any and all other rights or remedies available to it, under the Uniform Commercial Code or otherwise. No such action shall operate as a waiver of any other right or remedy of Lovegreen under the terms of this Agreement or under the law, generally. All rights and remedies of Lovegreen are cumulative and not alternative, and no waiver of any default shall operate as a waiver of any other default. On any default under this Agreement, Lovegreen may declare all remaining installments immediately due and payable. In the event of nonpayment, Customer shall deliver the Products to Lovegreen upon demand, and Lovegreen may, without notice or demand and without legal process, enter on Customer's premises and retake possession of the Products. Lovegreen, on obtaining possession of the Products following default, may sell the Products or any part of them at public or private sale. The net proceeds of such sale, after deducting all expenses of Lovegreen in retaking, storing, repairing and selling the Products, including reasonable attorneys' fees, shall be credited against the total amount owing by Customer to Lovegreen in accordance with the terms of this Agreement. Any surplus shall be paid to Customer or to any other person legally entitled to the surplus. In the event of a deficiency, Customer shall pay the amount of such deficiency to Lovegreen.**

**16. FORCE MAJEURE. Lovegreen shall not be liable for any delays in delivery, or for non-delivery or nonperformance in whole or in part, caused by the occurrence of any contingency or event beyond the reasonable control of either Lovegreen or its suppliers including but not limited to one or more of the following causes: non-availability or shortage of materials; fire; destruction of plant; strike; labor disputes; epidemic; pandemic; flood; delay in transportation; war; insurrection; embargo; or acts, demands, requirements, or orders of any governmental body. The existence of any such cause or causes of delay shall extend the time of delivery or performance to the extent of the resulting delay.**

**17. CANCELLATION, COUNTERMAND AND RETURN OF GOODS. Purchase Orders accepted by Lovegreen cannot be cancelled or countermanded, or shipments deferred or Products returned, except with the prior written consent of Lovegreen and upon such terms that may be established by Lovegreen in its sole discretion.**

**18. TECHNICAL INFORMATION; NON-DISCLOSURE.** Customer shall not disclose any design, technical or other proprietary information in documents, drawings, or specifications furnished by Lovegreen or obtained by virtue of Customer's dealings with Lovegreen and shall make all efforts to ensure that such design, technical or other proprietary information is kept confidential. Title to such design, technical or other proprietary information disclosed or supplied by Lovegreen to Customer shall at all times remain the absolute property of Lovegreen. On request, Customer agrees to assign to Lovegreen any invention, improvement, or discovery first engineered, conceived or developed, directly or indirectly, from designs, tools, patterns, blueprints, drawings, specifications, or other technical information or items supplied by Lovegreen or any of such property developed for the engineering, design, production or manufacture of the Products.

**19. INDEMNITY.** To the fullest extent permitted by law, Customer will indemnify, defend, and hold harmless Lovegreen from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' fees, expenses, and court costs) that relates to or arises from: (i) damage to, modification of, or addition to any Products due to Customer's act or omission; (ii) Customer's breach of the Agreement, including any covenants or obligations of Customer contained herein; (iii) negligence or willful misconduct by Customer; (iv) Customer's infringement of Lovegreen's Intellectual Property; or (v) third-party claims that the Products or Services, as delivered, infringe on intellectual property recognized under any applicable law.

**20. ASSIGNMENT.** The Agreement may not be assigned or delegated by any party without the prior written consent of the other party. The Agreement may only be amended or modified by a writing duly executed by the parties hereto.

**21. SEVERABILITY, WAIVER, AND SURVIVAL.** In case any provision in or obligation under the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the complete and final integrated agreement between the parties in regards to the specific terms contained herein. All prior negotiations, discussions and representations are merged into the Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgements, covenants and obligations of the parties set forth in the Agreement shall survive the expiration or termination of the Agreement and delivery of the Products and Services, unless inapplicable by their terms.

**22. APPLICABLE LAW.** The Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles. The parties agree that the exclusive venue for any claims or actions arising under or in relation to the Agreement shall be in Hennepin County, Minnesota, or in United States District Court for the District of Minnesota. The parties hereto consent to the personal jurisdiction of such courts and waive any argument that such a forum is not convenient.