

BRADYPLUS
GENERAL TERMS AND CONDITIONS OF SALE OF GOODS

1. These General Terms and Conditions of Sale of Goods apply to any sale of Goods by Supplier, to a Buyer who (a) has executed a Supply Agreement, or (b) has otherwise received, accessed, or viewed a copy of the General Terms (including a copy provided by email, website, or referenced in a Purchase Order received by Buyer) and has thereafter purchased Goods from Supplier. Any proposal for additional or different terms or any attempt to vary any of the terms of these General Terms and Conditions by Buyer's acceptance or acknowledgment or otherwise by Buyer hereof is hereby objected to and shall not be binding upon Supplier.

2. **Definitions.** The following terms, for purposes of these General Terms, mean:

Affiliate. Any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control" for purposes of this definition shall mean direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Buyer. The Buyer as defined in a Supply Agreement.

CCPA. The California Consumer Privacy Act of 2018, as amended.

Claims. Any claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

Confidential Information. Except as otherwise provided in the Terms, all information provided from one Party to the other. However, Confidential Information does not include information which (i) is in the public domain prior to the date of its disclosure by the disclosing Party to the receiving Party, (ii) is known and can be shown to be known by receiving Party prior to the date of its disclosure by the disclosing Party to receiving Party, (iii) becomes a part of public domain by publication or otherwise not as the result of any unauthorized act or omission on the part of receiving Party, (iv) can be demonstrated to have been supplied to receiving Party by a third party who is under no obligation to the disclosing Party to maintain such information in confidence, or (v) is independently developed by receiving Party without the use of the Confidential Information.

Damages. Any injuries, wound, wrong, hurt, harm, fees, damages (actual, direct, indirect, special, incidental, punitive, and consequential), costs, expenses, outlays, expenditures, judgments or losses of any and every nature, arising out of a Claim or otherwise, including, but not limited to: (i) amounts paid in settlement; (ii) injury or damage to any property or right; (iii) injury, damage or death to any person or entity; (iv) reasonable attorneys' fees, investigators fees, witness fees, expert witness fees and expenses; and (v) all other costs and expenses of litigation.

Delivery Date. The delivery date for Goods or Equipment set forth on any Supply Agreement. If no delivery date is provided in a Supply Agreement, a date mutually agreed by the Parties.

Delivery Point. The location set forth in a Supply Agreement for the delivery of Goods.

Effective Date. The earlier of (i) the date of a Supply Agreement; and (ii) the date of Supplier's first delivery of Goods ordered by Buyer.

Force Majeure Event. A fire, flood, earthquake, explosion, epidemic, tornado, act of terrorism, government action, or other significant event outside of the control of the affected Party.

General Terms. These General Terms and Conditions for the Sale of Goods.

Goods. Any tangible goods sold under a Supply Agreement.

Inspection Period. Thirty (30) days following receipt of Goods by Buyer.

Laws. Collectively, all federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority.

Personal Information. Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as further identified in the CCPA.

Purchase Order. A purchase order, email correspondence, electronic data interchange, or other communication submitted by Buyer to Supplier requiring that Supplier deliver to Buyer certain described Goods. "Purchase Order" shall also mean and include a purchase order issued by a financial institution or other equipment lessor to Supplier, pursuant to which the financial institution or equipment lessor purchases Goods from Supplier and leases such Goods to Buyer. Such Purchase Order will be governed in all respects by these General Terms, and Buyer will have and retain all rights to enforce the provisions of these General Terms pertaining to the Goods, including without limitation, all warranty and indemnification provisions.

Specifications. The product specifications applicable to the Goods, which may be set forth in one or more documents, proposals, technical data sheets, descriptions, quality assurance presentations, drawings, diagrams, or Supply Agreements. In the event that the Parties fail to provide Specifications, industry standards will be used.

Supplier. Brady Industries, LLC, and/or Envoy Solutions, LLC, not individually and as purchasing agents only on behalf of their Affiliate(s) and/or an Affiliate as indicated on a Supply Agreement.

Supply Agreement. A supply agreement, Purchase Order or other document or communication pursuant to which Supplier agrees to sell, and Buyer agrees to purchase Goods.

Warranty Period. A period of one (1) from the date of shipment of the Goods

3. Delivery. The Goods will be delivered within a reasonable time after the receipt of a Purchase Order. Overtime and other direct costs incurred to hasten delivery of Buyer's request shall be added to the stated prices and paid by Buyer. Supplier shall not be liable for any delays, loss, or damage in transit.

Unless otherwise agreed in writing by the parties, Supplier shall deliver the Goods to the Delivery Point using Supplier's standard methods for packaging and shipping such Goods. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

Shipment of Goods ready for delivery can be deferred beyond date for delivery only with Supplier's consent and upon full payment of Supplier's invoice for same, plus storage costs.

4. Shipping Terms. Delivery shall be made FOB Supplier's location or otherwise stated in a Supply Agreement.

5. Title and Risk of Loss. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Supplier a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. These General Terms shall be deemed to be a Security Agreement under the Uniform Commercial Code as in effect in the State of Delaware. Buyer hereby authorizes Supplier as its attorney in fact to execute and file on Buyer's behalf all documents Supplier deems necessary to perfect such security interest. Buyer represents that it is solvent and in the event Supplier at any time reasonably believes that Buyer is insolvent or that Buyer's credit is impaired, Buyer shall be in material breach hereof and Supplier may, without liability to Buyer, withhold performance hereunder, change the payment terms and/or repossess Goods theretofore delivered.

6. Inspection. Buyer shall inspect the Goods within the Inspection Period. Buyer will be deemed to have accepted the Goods unless it notifies Supplier in writing of any Goods which do not conform to the Specifications within the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Supplier.

a) If Buyer timely notifies Supplier of any nonconforming Goods, Supplier shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to the location specified by Supplier. If Supplier exercises its option to replace nonconforming Goods, Supplier shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

b) Buyer acknowledges and agrees that the remedies set forth in this Section 6 are Buyer's exclusive remedies for the delivery of nonconforming Goods. Except as provided under Section 6(a), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Supplier.

7. Price. Buyer shall purchase the Goods from Supplier at the prices set forth in a Supply Agreement. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes.

From time to time, Supplier may offer customers discounts for promotional or other purposes (each, an "Offer"). The terms and conditions for each Offer can vary by Offer. If there are no terms or conditions that accompany the Offer, then the following terms and conditions apply. If there is any discrepancy between the terms described in the Offer and these terms, the terms in the Offer will govern:

- Offer is for a limited time only and will expire on the date expressed in connection with the Offer or at the point of issuance.
- Offer is only valid for online purchases at Supplier's e-commerce platforms. Supplier reserves the right to exclude certain products from Offer redemption in its sole discretion.
- Supplier reserves the right to decline orders where, in its opinion, a promotional discount is invalid.
- Offer is not valid on prior orders, prior purchases, or pre-orders items.
- Unless stated otherwise, Offer cannot be combined with other discounts or offers.
- Supplier reserves the right to modify or discontinue the Offer at any time.
- In the event discounted products are being returned or refunded, the monetary value returned will be the value of the item(s) at the time of the transaction, i.e.: with the discount applied. The promotional discount will not be applied to replacement item(s).
- Use and redemption of Offer are also subject to the Terms of Use, available at Supplier's e-commerce platforms, which are incorporated into these terms by this reference.
- Supplier reserves the right to change or modify these terms at any time and at Supplier's discretion. If Supplier makes changes to these terms, it will provide notice as appropriate.

8. Payment. Unless otherwise set forth in a Supply Agreement, invoices submitted to Buyer are payable within thirty (30) days from the date Buyer receives the invoice. All invoices will be paid in United States dollars. Any invoices disputed by Buyer will not be payable until such dispute has been completely resolved and must be paid within fifteen (15) days of resolution.

Buyer shall reimburse Supplier for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these General Terms or at law (which Supplier does not waive by the exercise of any rights hereunder), Supplier shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Supplier, whether relating to Supplier's breach, bankruptcy, or otherwise.

9. Limited Warranty.

a) Supplier warrants to Buyer that during the **Warranty Period** the Goods will conform to the Specifications and that Supplier will deliver to Buyer valid title to all Goods.

b) **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9(A), SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY () WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

c) Supplier shall not be liable for a breach of the warranty set forth in Section 9(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Supplier within the Warranty Period; (ii) Supplier is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Supplier) returns such Goods to Supplier's place of business at Supplier's cost for the examination to take place there; and (iii) Supplier reasonably verifies Buyer's claim that the Goods are defective.

d) Supplier shall not be liable for a breach of the warranty set forth in Section 9(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Supplier.

e) Subject to Section 9(c) and Section 9(d) above, with respect to any such Goods during the Warranty Period, Supplier shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods provided that, if Supplier so requests, Buyer shall, at Supplier's expense, return such Goods to Supplier.

f) **THE REMEDIES SET FORTH IN SECTION 9(E) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9(A).**

10. Limitation of Liability.

IN NO EVENT SHALL SUPPLIER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID TO SUPPLIER FOR THE GOODS SOLD HEREUNDER.

11. **Insurance.** Buyer will maintain such public liability insurance, including without limitation, products liability insurance, and other insurance with financially sound and reputable insurers. Buyer agrees to submit certificates of insurance evidencing its insurance coverage when requested by Supplier. Buyer may not cancel, modify or terminate any insurance without thirty (30) days' prior written notice to Supplier. Buyer's insurance shall be primary coverage to any other coverage and except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Supplier's insurers and Supplier.

12. **Compliance with Law.** Buyer represents and warrants that all aspects of its business, including Buyer's performance under the General Terms, are and will remain in full compliance with applicable Laws, including without limitation (i) the Occupational Safety and Health Act of 1970 and associated regulations, (ii) the US Foreign Corrupt Practices Act and any similar anti-bribery laws applicable to any jurisdiction where Buyer operates, (iii) laws addressing human trafficking or slavery, and (iv) laws addressing data privacy obligations, including without limitation the CCPA, and Buyer represents and warrants that it does not share, sell, or facilitate the sharing or sale of Personal Information and that any Personal Information obtained in connection with the General Terms, will be protected by reasonable security procedures and practices to prevent unauthorized access, exfiltration, theft, or disclosure.

13. Termination. In addition to any remedies that may be provided under these General Terms, Supplier may terminate any Supply Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under any Supply Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these General Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Waiver. No waiver by Supplier of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Confidentiality. For the duration of the Supply Agreement, and for a period of three (3) years following the termination thereof, each Party must hold Confidential Information received from the other Party in confidence and undertake the following obligations with respect to the Confidential Information: (i) use the Confidential Information solely for the purposes contemplated by the General Terms or Supply Agreement, including fulfilling the receiving Party's obligations under the General Terms or Supply Agreement; (ii) not disclose any Confidential Information to any other person without the disclosing Party's prior written consent; (iii) limit dissemination of the Confidential Information to only those receiving Party's employees and professional advisors who have a need to know the information to enable the receiving Party to perform its obligations under the General Terms or Supply Agreement; (iv) inform its employees, agents, and professional advisors to whom the Confidential Information is disclosed of the receiving Party's obligations under this Section; and (v) upon request of the disclosing Party return all Confidential Information immediately upon the termination of the Supply Agreement. The receiving Party will be responsible for all uses and disclosures of Confidential Information by its employees, agents and professional advisors to whom it discloses such information. Buyer will promptly, but in no event later than five (5) business days, notify Supplier should Confidential Information received from Supplier be subject to unauthorized access, exfiltration, theft, or disclosure. Each Party will retain any ownership rights the Party has in the Party's respective Confidential Information that may be disclosed to the other Party.

The Parties recognize that damages are insufficient to compensate the non-breaching Party for such a loss and agree that a temporary and permanent injunction will represent a proper remedy for the breach. Notwithstanding the foregoing, if the Parties have previously signed a mutual non-disclosure or confidentiality agreement, and such an agreement is in effect, the provisions of such agreement are incorporated into the General Terms. In the event of any conflict between that confidentiality agreement and these General Terms, the confidentiality agreement shall prevail.

16. Intellectual Property Rights. Supplier shall retain all rights in all intellectual property, including any rights under any licenses or patents as well as any unpatented information, such as trade secrets, confidential information, trademarks, trade dress, or copyrights possessed by Supplier which may be protected by state, federal and/or common law, and nothing in these General Terms shall be deemed or construed to be a transfer or license of any of Supplier's intellectual property rights.

17. Intellectual Property Indemnity. Buyer agrees to indemnify and hold harmless Supplier and Supplier's directors, officers, employees, successors, assigns, customers and users of its products from and against any and all Damages, Claims and liabilities (collectively, "Losses") arising out of or relating to resulting in any way from any actual or alleged infringement of any patent copyright or trademark by reason of Supplier's execution of the designs, prints, drawings, requirements, or specifications of Buyer.

18. Term. The General Terms are effective beginning on the Effective Date and will continue in force until terminated as set forth herein.

19. Survival. Notwithstanding anything in the General Terms to the contrary, Sections 11, 12, 15, 19, and 24, of the General Terms survive the expiration or early termination of the General Terms.

20. Assignment; Delegation. No right or interest under the General Terms, and/or any Supply Agreement shall be assigned by Buyer without the written consent of Supplier, and no delegation of any obligation owed by Buyer shall be made without the prior written consent of Supplier. Any attempted assignment or delegation shall be wholly void and shall automatically be deemed a material breach of these General Terms relieving Supplier from any further obligations hereunder without any liability to Supplier.

21. Authority. The Parties represent and warrant to each other that the respective signatories to a Supply Agreement have full authority to execute the agreement in the capacities noted and bind each such Party to the General Terms.

22. Force Majeure. If, as a result of a Force Majeure Event, it becomes impossible for either Party to carry out the Party's obligations in whole or in part, then such obligations will be suspended to the extent necessary during the Force Majeure Event. The Party affected by the Force Majeure Event must give written notice to the other Party of the nature, probable duration, and possible effects of the Force Majeure Event. The affected Party must use all commercially reasonable efforts to eliminate the effects of the Force Majeure Event as soon as reasonably possible. In no event will a Force Majeure Event be a reason for Supplier to raise prices or supply a lesser quantity than is stated in any Supply Agreement prior to the occurrence of the Force Majeure Event.

Notwithstanding the foregoing, if any delay caused by a Force Majeure Event exceeds thirty (30) days, Buyer may terminate any affected Supply Agreement upon written notice to Supplier, without any liability whatsoever.

23. Binding on Successors. The General Terms and the covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof are binding upon the Parties and the Parties' respective heirs, assigns, administrators, executors, officers, directors, shareholders, partners, employees, successors, agents, servants, and representatives.

24. Choice of Forum. The General Terms and any Supply Agreement are governed by and construed in accordance with the Laws of the state of Delaware without giving effect to principles of conflicts of law. The parties agree that any action arising out of this agreement or in connection with the General Terms or any Supply Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be brought in the federal, state, or local court located in or otherwise having jurisdiction in the State of Delaware and Buyer and Supplier hereby consent to personal jurisdiction in such courts and waive any objection based on jurisdiction or venue of any such action.

25. Entire Agreement; Amendments; Order of Precedence. The General Terms, and any amendments or addenda, together with any Supply Agreement, Proposal, and Specifications, set forth the entire agreement between the Parties and supersede any and all prior oral or written agreements or understandings between the Parties regarding the subject matter set forth therein. Except as otherwise provided therein, the General Terms may not be altered, amended, or modified except by a writing signed by the Parties which specifically refers to the General Terms by name. In the event of any inconsistency in the General Terms, and any other document, the inconsistency must be resolved by giving precedence in the following order: (a) a valid amendment or addendum to the General Terms; (b) the General Terms; (d) any Purchase Order; (e) the Specifications; and (f) any other Supply Agreement.

26. Notices. All notices and other communications must be in writing and will be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail postage prepaid, delivered by an overnight delivery service (with confirmation), or sent by electronic mail (with confirmation sent by certified mail on or prior to the next business day) to the Parties at the addresses, facsimile numbers, or email addresses set forth below (or at such other address or facsimile number as a Party may designate by like notice to the other Parties):

If to Supplier:

Attn: Legal Department
2101 Claire Ct
Glenview, IL 60025

With an electronic copy in PDF format to legalnotices@envoysolutions.com

If to Buyer:

Notices may be provided at any address or email of the Buyer provided on a Supply Agreement, or if it does not provide an address, notices may be provided to any address of Supplier (physical, fax, telephone, electronic, or otherwise) publicly available.

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd day after the date of deposit in the United States mail, (c) upon sending the electronic mail, or (d) on the date of confirmed delivery by facsimile or overnight delivery service.

27. **Miscellaneous.** The waiver by Supplier of Buyer's strict compliance with of any of Buyer's obligations, representations, warranties, promises and/or covenants contained herein shall not prevent the subsequent enforcement of any such obligations, representations, warranties, promises and/or covenants and shall not be deemed a waiver of Supplier's right to enforce Buyer's strict compliance therewith in the future. No waiver shall be implied from forbearance or failure by Supplier to take action thereon. Any term or provision hereof that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. The remedies set forth in these General Terms are cumulative and shall be in addition to any and all other remedies available at law or in equity.