

# **KROWN LAB, INC. TERMS AND CONDITIONS**

## **BUYER'S ACCEPTANCE OF TERMS AND CONDITIONS**

The price quotation for Products to be sold (and services to be provided if any) by Krown Lab, Inc. to purchaser (hereafter, the "Buyer", or "Customer") is being submitted on the following terms and conditions (the "Agreement"). Buyer's placement of an order or making of an offer, or its acceptance of an offer from Krown Lab, Inc., shall indicate that Buyer has accepted all terms and conditions in this Agreement or incorporated by reference in this Agreement. Allowing Krown Lab, Inc. to commence work or preparation for work in response to Buyer's order or offer will constitute acceptance by Buyer of this Agreement and all its terms and conditions. Quotations herein, unless otherwise stated are for immediate acceptance and subject to change. Krown Lab, Inc. may change the terms of this Agreement at any time before an order is accepted by Krown Lab, Inc., and thereafter may change the terms of this Agreement subject to an equitable adjustment, if any be required. Unless stated otherwise Krown Lab, Inc.'s quotations are valid only if an offer is made by the Buyer to place an order with or through Krown Lab, Inc., and same is accepted by Krown Lab, Inc. within 30 days from the date of tender of the offer. Buyer's placement of an order or making of an offer that include Products offered for sale by Krown Lab, Inc., and wholly produced by other entities ("Manufacturing Partners"), are separately covered by respective Manufacturing Partners' terms and conditions. All accepted orders are subject to the terms and conditions of this Agreement and where there is an inconsistency between these terms of conditions and any other conditions, Krown Lab, Inc.'s terms and conditions in this Agreement shall prevail. The invalidity or unenforceability of any provision(s) of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

## **PAYMENT**

The purchase price (and certain other terms and conditions of sale) shall be provided in the price quotation supplied by Krown Lab, Inc. or in an attachment to the quotation. The following terms and conditions additionally apply to all orders unless otherwise agreed in writing by both parties in advance:

- (1) All orders less than \$10,000.00 shall be paid in full at time of order.
- (2) Orders greater than \$10,000.00 shall be accompanied by a written purchase order and a minimum deposit of 50% at time of order with remaining 50% due prior to hardware shipment.

Buyer's act of issuing a deposit to Krown Lab, Inc. shall be Buyer's acceptance of Krown Lab, Inc.'s quote and the terms of this Agreement, and shall form a binding contract with Krown Lab, Inc. All such deposits are non-refundable. Buyer agrees to pay any balance due on orders within 30 days of invoice. Balance will be invoiced upon shipment. NO payment shall be withheld on any invoice because of partial delivery of the entire order. All orders must be covered by a written order issued by the Buyer and all deposits must be received, deposited and cleared before any work will commence. The Buyer agrees to pay a monthly finance charge of 1.5 percent on all delinquent invoices as well as expenses, attorneys' fees and court costs which Krown Lab, Inc. incurs by reason of Buyer's default. Prices are based on costs and conditions existing on date of quotation and are subject to change by Krown Lab, Inc. before final acceptance. If the Buyer fails to make payment to Krown Lab, Inc. as herein provided, then Krown Lab, Inc. may stop work without prejudice to any other remedy Krown Lab, Inc. may have. Notwithstanding any provision contained in this Agreement or elsewhere, Krown Lab, Inc. may file a lien or claim on its behalf in the event that any payment to Krown Lab, Inc. is not made as when required by this Agreement. Acceptance of delivery constitutes acceptance of the merchandise as delivered unless noted at time of delivery. Buyer shall not be allowed to terminate an order without Krown Lab, Inc.'s approval. In the event Buyer is allowed to terminate an order prior to its completion, Krown Lab, Inc. shall be entitled to receive payment for the value of the work done and goods shipped prior to the termination, and shall be entitled to reimbursement of all consequential damages, loss of profits, incurred expenditures, and attorney's fees up to the total order value.

## **FORCE MAJEURE**

Krown Lab, Inc. shall not be liable for any loss, damage, detention, or delay due to any cause beyond Krown Lab, Inc.'s control, including without limitation, acts or omissions of the Buyer or its agents, labor disputes, supply chain delays due to equipment or other factors, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God. In the event of any such force majeure event, the time for performance or any matter shall be extended during the duration of the force majeure and a reasonable time thereafter.

## **SOLE AGREEMENT**

The price quotation and this Agreement (including applicable schedules) constitute the sole agreement between the parties and supersede any prior understanding or written or oral agreements, discussions, or representations between parties. No waiver of any of the provisions of these Terms of Agreement shall be binding on Krown Lab, Inc. unless expressly agreed in writing by a duly authorized officer of Krown Lab, Inc. terms in addition to or inconsistent with those stated herein which may appear on the Buyer's purchase order will not be binding on Krown Lab, Inc. Buyer shall make no demand for liquidated damages for delays or actual damages for delays (and Buyer waives same) against Krown Lab, Inc. and our Manufacturing Partners. Moreover, Buyer waives any claims against Krown Lab, Inc. for any sum in excess of amounts actually paid by Buyer to Krown Lab, Inc. for the purchase order at issue. Krown Lab, Inc. will endeavor to see that all materials (and services if any rendered) part of this Agreement will be as specified. Any variations from plan or alterations requiring additional Products or components (or services) will be performed only upon written order and billed in addition to the sum covered by this Agreement. Oral agreements or changes made with our employees are not recognized and shall not be valid. Any changes to the Agreement must be first approved in writing and signed by appropriate officers of both parties.

## **PRODUCT AVAILABILITY**

Krown Lab, Inc. makes every effort to ensure that products are shipped according to the estimated lead times provided at the time of purchase. The estimated lead times are in business days (Monday through Friday, excluding federal holidays). Although Krown Lab, Inc. makes every effort to ensure shipment of all orders according to the lead time provided, shipping dates may change due to changes in supply. If the lead-time changes, Krown Lab, Inc. will provide Buyer a revised shipping estimate.

## **PRODUCT DELIVERY**

Buyer must be able to provide means of receiving the delivery of items, which may require a forklift. Once an item leaves Krown Lab, Inc.'s warehouse Krown Lab, Inc. is unable to prevent delays by the freight carrier. It is the Buyer's responsibility to coordinate acceptance or pick-up of items upon attempted delivery. Any costs or expenses incurred by Krown Lab, Inc. as a result of the Buyer's failure to accept or pick-up the items will be charged to the Buyer. Buyer is responsible for checking product condition issues and make note of any damage before signing the bill of lading. Shipper is only responsible for damages noted on the bill of lading. Any damages not noted will not be covered by Shipper. If an item is severely damaged at the time of delivery, Buyer is advised to refuse delivery. Krown Lab, Inc. shall not be responsible for in-transit damages, shortage or loss, unless solely caused by Krown Lab, Inc., both Krown Lab, Inc. and the carrier(s) are notified within one day of receipt of Products, the Products have been signed for as "damaged", or "not examined", and have been handled by the Buyer in accordance with the carrier's conditions of use. Products supplied and delivered for installation shall be checked by Buyer against relevant specification before installation, and Buyer shall immediately notify Krown Lab, Inc. within 2 business days of any items found to be missing, incorrect or defective so that Krown Lab, Inc. may replace same before installation. Krown Lab, Inc. shall not be responsible for

charges or for any cost incurred in dismantling incorrect or defective items. For all Products delivered to Buyer directly from Krown Lab, Inc.'s Manufacturing Partners, Krown Lab, Inc.'s involvement, liability, and responsibility ends once Product(s) is in transit to Buyer. The sole exception to the aforementioned is if Krown Lab, Inc. has incorrectly relayed Buyer's specifications to the Manufacturing Partner. Buyer is in all other cases to communicate directly and exclusively with relevant Manufacturing Partner once Product(s) is in transit. Orders held back from shipping by Buyer's request may be charged a storage fee of 3% of the order total per day, beginning 30 days after the agreed upon ship date. Will Call orders will be free of charge held for a 4-week period in the case of hardware, and a 2-week period in the case of door panels. If Buyer does not pick-up Will Call order within the period, Krown Lab, Inc. may charge a storage fee of 3% of the order total per day, beginning the first day after the applicable period ends.

## **RETURNS**

All returns require a Return Merchandize Authorization (RMA) prior to shipment. Once Krown Lab, Inc.'s RMA is issued, the Return must be shipped within 30 days to be eligible for refund. A 5% restocking fee will be applied to all Returns received in resalable condition. Krown Lab, Inc. will notify Buyer If product condition issues are discovered upon receipt. Whenever possible, received products will be repaired for a fee. Received products damaged beyond repair are not eligible for a refund. Krown Lab, Inc. is not responsible for damage incurred during transit. Buyer is responsible for returning products in original packaging and configuration to ensure safe transit. Buyer is advised to insure return shipment for its full product value. If damage during transit occurs, Krown Lab, Inc. will provide documentation to support Buyer's claim, should Buyer choose to file one with Buyer's shipping carrier.

## **APPROVAL OF DRAWINGS - IF APPLICABLE**

A purchase order and payment as outlined above are required to start the drawing process. A drawing will be provided for Buyer review. Buyer is responsible for providing Krown Lab, Inc. with relevant and accurate site conditions and field dimensions. The first revision to apply evolved field dimensions, or any other changes will be provided at no charge. All subsequent revisions will be subject to charge of \$125.00 per hour. Drawings will be returned to Buyer within 24 to 72 hours depending upon the degree of revisions required. Krown Lab, Inc. drawings are solely intended to provide information required for production of Krown Lab, Inc.'s Products, and for mounting point reference locations for said Products. All other aspects of the drawings provided, including but not limited to, dimensions, layouts, and specifications of any kind, header and sill details, doors and wall panels, framing or other structural members, trim or case work are solely included to provide context for Krown Lab, Inc.'s Products, and are not to be considered comprehensive or complete, nor installation specific. Krown Lab, Inc. require that drawings provided Buyer are to be reviewed and signed to be approved. Approved drawings are required before Krown Lab, Inc. begins order fulfillment, related fabrication, and product assembly. The scheduled delivery date as noted on Buyer's quotation will begin from the day Krown Lab, Inc. has received both the purchase order and final approved drawing.

## **BUYER'S COMPLIANCE**

This price quotation and/or Sales Order is made upon the assumption that Buyer has taken all necessary steps to ensure that the Product installation and application is in full compliance with all applicable Local, State, and Federal Building Codes and Regulations, including by not limited to those relating to public safety, access, and egress.

## **SITE AND APPLICATION SUITABILITY**

Krown Lab, Inc. is not responsible for site conditions, including but not limited to, uneven floors or levels; walls being out of square or plumb; improperly supported headers or other structural element or substrate material involved in installation; inferior manufacturing or fabrication of any building material or product used in conjunction with its

Products; for variations of size, design, or shape of existing or new drywall (or any other material); or by any other site-specific condition involving the application of its Products.

Krown Lab, Inc. is furthermore not responsible for the application suitability of its Products. Buyer is responsible for securing engineering and architectural approval to ensure that the final Product installation and application is suitable, including but not limited to mechanical and thermal loading; aesthetics and functionality; structural elements, including framing or mounting systems; material compatibility; tolerances and expansion; breakage or failure scenarios; conformance and performance requirements (collectively, the "Design Requirements"). Drawings provided by Krown Lab, Inc. are drawings for Buyer's use, engineering, and architectural approval, as may be required to ensure compliance with all Design Requirements. Krown Lab, Inc. is not responsible for Design Requirements or for any engineering or architectural calculations, all such being the responsibility of Buyer.

## **INSTALLATION**

All Krown Lab, Inc.'s Products are to be installed by qualified building professionals [experienced, competent tradesmen] with a comprehensive understanding of relevant material properties, and site conditions. Krown Lab, Inc. is not responsible for decisions by the aforementioned professionals, or anyone else involved in product installation. Krown Lab, Inc. is further not responsible for the proper installation or performance of the door panel, or the specification or performance of any other surface, material, or product used in conjunction with Krown Lab, Inc.'s Products as part of the Design Requirements. Buyer acknowledges that to deviate, or to not comprehensively and precisely follow all Krown Lab, Inc provided specifications and installation instructions can result in unsafe or hazardous site conditions that can cause bodily harm or death. Buyer agrees to defend, indemnify, and hold harmless Krown Lab, Inc. against all liability, including damages, penalties, expenses, and fees in any way associated with the improper installation, maintenance, or use of its Products.

## **GLASS CONDITIONS – IF APPLICABLE**

All tempered glass is subject to experience spontaneous breakage. Any and all specifications and installation instructions provided by Krown Lab, Inc. for glass is only in respect to installation of Krown Lab, Inc.'s Products. It is the responsibility of the Buyer, or its designated representative, in consultation with an independent engineering professional of their choosing, to determine and approve glass specification(s) suitable to meet all factors relevant to their particular use or application in conjunction with all Krown Lab, Inc.'s and our Manufacturing Partners' Products. Krown Lab, Inc. is not responsible to ensure that the fabrication of glass used in conjunction with Krown Lab, Inc.'s Products is performed in accordance with specifications provided Buyer by Krown Lab, Inc. or any other party.

## **WARRANTY**

This Limited Warranty ("Warranty") is extended by Krown Lab, Inc. ("Krown Lab, Inc.") to the Original Purchaser ("Buyer") of Krownlab products ("Product(s)"). Buyer acknowledges that any provided "Product Warranty and Installation Checklist" is to be followed, completed, and submitted to Krown Lab, Inc. in order to be covered by Krown Lab, Inc.'s Limited Warranty. This Limited Warranty is non-transferrable, gives specific legal rights, and may grant other rights which vary from state to state. The Buyer includes the purchasing entity and the owner(s) or tenant(s) of the site where the Product is installed. Products provided by Krown Lab, Inc.'s Manufacturing Partners are covered by their own separate Warranty, which may differ from Krown Lab, Inc.'s. Products provided by Krown Lab, Inc.'s Manufacturing Partners are not covered by Krown Lab, Inc.'s Warranty. Krown Lab, Inc. will transfer to Buyer warranties supplied by its Manufacturing Partners. Buyer acknowledges that improperly installed products are void of warranty and all Krownlab liability and obligations.

(1) Warranty Coverage & Period: Krown Lab, Inc.'s Products are warranted to be free of manufacturing defects upon delivery, and to remain free of such defects for ten (10) years ("Warranty Period") from the date of purchase.

(2) Disclaimer of Implied Warranties: The terms of this Warranty provide the exclusive and sole remedy available to Buyer and supersedes any other statements or representations. Krown Lab, Inc. specifically DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. In no event shall any implied warranty imposed by operation of law exceed the applicable Warranty Period under this Warranty or imposed by operation of law.

(3) Warranty Terms & Exclusions: Krown Lab, Inc. warrants its Products for above mentioned period, provided that the Product is (i) used for its intended purpose under the conditions for which it was designed; (ii) exclusively exposed to controlled interior climatic conditions (including but not limited to moderate levels of UV exposure, dust, humidity, and temperature fluctuations); (iii) in compliance with all Design Requirements herein; (iv) installed following Krown Lab, Inc.'s installation instructions; (v) maintained following Krown Lab, Inc.'s care and maintenance instructions (collectively the "Product Requirements"). Warranty will not apply if after assessment by Krown Lab, Inc. it is determined that the claim is resulting from a deviation from Product Requirements. The warranty will further not apply if assessment by Krown Lab, Inc. it is determined that its Products have been exposed to misuse or abuse; accidents; fire, flood, or other acts of nature. Furthermore, the warranty will not apply if assessment by Krown Lab, Inc. uncovers evidence of installation conditions having at any point in time compromised its Products. Damage caused during installation or shipping is disclaimed. Normal wear and tear of all Products are excluded from the warranty.

(4) Warranty Claims: If the Product does not conform to the terms of this Warranty, BUYER MUST PROVIDE WRITTEN NOTICE OF CLAIM WITHIN THIRTY DAYS OF DISCOVERY OR WHEN BUYER SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE. Buyer must provide Krown Lab, Inc. reasonable opportunities to inspect or examine the Product before Buyer undertakes any repair, removal, or replacement. FAILURE TO COMPLY WILL VOID WARRANTY COVERAGE.

(5) Warranty Remedies: Following notice of any defect and submission of a Warranty Claim, Products deemed by Krown Lab, Inc. to be defective in material or workmanship will be, at Krown Lab, Inc.'s option, replaced, repaired, or credited for its original purchase price provided that Buyer returns such Product in accordance with Krown Lab, Inc.'s instructions. If Krown Lab, Inc. decides to do a product replacement, Krown Lab, Inc. reserves the right to replace with what Krown Lab, Inc. determine to be the most similar Product available in its current Product offering.

(6) Exclusion of Incidental and Consequential Damages: No salesperson, agent, employee, or representative of Krown Lab, Inc. has any authority to enlarge or change the terms of the warranty. In no event, shall Krown Lab, Inc. be responsible for any special, direct, indirect, consequential or incidental damage or loss; including, without limitation, loss of profits or revenues, economical losses and loss of use, whether statutory or based on theories of contract or tort. There are no other agreements, understandings, representations or warranties, expressed or implied (including any regarding merchantability or fitness for a particular purpose) not specified herein. Notwithstanding any contrary provision in this Agreement or elsewhere, the total, cumulative liability of Krown Lab, Inc. to Buyer shall not exceed the invoice amount actually paid to Krown Lab, Inc. pursuant to this Agreement. THE FOREGOING CONSTITUTES BUYER'S SOLE REMEDY AND KROWN LAB, INC.'S SOLE OBLIGATION WITH RESPECT TO PRODUCTS FURNISHED HEREUNDER. BUYER HEREBY AGREES TO WAIVE ANY AND ALL RIGHTS OR CLAIMS AGAINST KROWN LAB, INC. AT LAW OR EQUITY.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

Krown Lab, Inc.'s Products are and will remain the property of Krown Lab, Inc. Under no circumstance does the Buyer have the right to duplicate the Products for any purpose, profit from, or leverage Krown Lab, Inc. intellectual property for any application.

## **BUYER ACCEPTANCE**

By placing an order with Krown Lab, Inc., Buyer acknowledges acceptance of these Terms and Conditions.