



Renegade Materials Corporation
Terms and Conditions of Sale

1. **Acceptance:** These Terms and Conditions of Sale shall be deemed incorporated into all orders that Customer may place with Renegade (whether by mail, e-mail, facsimile, telephone or electronic data exchange). Any terms and conditions submitted by Customer that are inconsistent with or in addition to the terms and conditions herein are not binding upon Renegade unless specifically accepted by Renegade in writing. No order placed with Renegade shall be considered as accepted until acknowledged by Renegade in a written Order Confirmation.
2. **Changes:** Change orders and amendments to confirmed orders are subject to a written acceptance by Renegade. If any such changes cause an increase or decrease in the cost, or the time required for the performance, or otherwise affects any other provision of the order, an equitable adjustment shall be made by Renegade and the order confirmation shall be modified in writing accordingly.
3. **Payment:** Payment must be made to Renegade in U.S. dollars. The price does not include, and Customer is responsible to pay, any and all city, state and federal taxes due on the sale of the Product. Unless agreed otherwise in writing by Renegade, the purchase price is due and payable thirty (30) days from the date of Renegade's invoice. All ACH and banking fees associated with the payment are the responsibility of the customer. Customer shall pay a late fee to Renegade on overdue accounts at the rate of 1 ½% per month (18% per year) or, if less, the maximum amount allowed by applicable law. Interest shall commence on the 31st day from the date of Renegade's invoice and shall be assessed daily.
4. **Delivery:** For all domestic transactions, unless set forth otherwise, title to and all risk of loss or damage with respect to the Product shall pass to Customer FCA (Renegade Materials Shipping Dock), Incoterms 2020. All shipping dates are approximate and are not guaranteed and time shall not be of the essence. Renegade shall not be liable for any damages, claims or losses resulting from Renegade's failure to meet a delivery date. In the case of short or damaged delivery, Customer must notify both Renegade and the carrier in writing within seven (7) days after delivery by the carrier. Failure to give such notice shall be deemed an acceptance in full of any such delivery. Renegade reserves the right to deliver the quantities requested by Customer subject to deviation not exceeding plus or minus ten percent (10%). In the event of any such quantity variance, the invoice amount will be based on the actual quantity delivered at the specified unit price.
5. **Shipment in Place.** In the event that Customer's Carrier has not been designated by Customer or otherwise is not ready to take delivery of the Product on the later of the delivery date set forth on Renegade's offer acceptance or the date the Product is ready for delivery, Renegade may ship any such shipment in place, or ship to storage at Customer's expense; and, Customer agrees delivery has occurred, title has passed and Customer is obligated to make payments for such shipments according to the payment terms indicated in Article 3 hereunder.
6. **Warranty and Limitation of Liability:** (a) Renegade warrants that the Products sold hereunder will, on the date of delivery, conform to Renegade's specifications for such Product, unless specified differently on the Certificate of Conformance. Renegade's warranty obligation is limited to defects of which Renegade is notified in writing within the stated warranty period. If such defects are found within the warranty period Renegade will either (i) refund the original purchase price of the defective Product or (ii) replace or repair such defective Product. The remedies described in the prior sentence shall be the sole and exclusive remedy of the breach of warranty contained in this paragraph. No claim shall be allowed for Product that has been processed in any manner or has been damaged as a result of Customer mishandling or improper use.

(b) **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, RENEGADE MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR**



A PARTICULAR PURPOSE OR FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT.

(c) UNDER NO CIRCUMSTANCE SHALL RENEGADE HAVE ANY LIABILITY FOR LOSS OF USE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER

LOSS) TO CUSTOMER OR TO ANY OTHER PERSON, FIRM, COMPANY OR OTHER ENTITY, WHETHER PREMISED IN STATUTE, CONTRACT, TORT, INCLUDING NEGLIGENCE, ACTUAL OR IMPUTED, STRICT LIABILITY, INDEMNITY OR HOLD HARMLESS OR ANY OTHER LEGAL THEORY. CUSTOMER AGREES TO INDEMNIFY AND SAVE RENEGADE HARMLESS FROM EACH AND EVERY CLAIM, ACTION, OR PROCEEDING, MADE OR BROUGHT BY ANY OTHER PERSON, FIRM, COMPANY OR OTHER ENTITY SEEKING ANY RECOVERY OR RELIEF ARISING OUT OF THE SALE BY RENEGADE TO CUSTOMER OF THE PRODUCT.

(d) Customer, having the expertise and knowledge of the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by use of the Product, whether used alone or in combination with other materials.

- 7. Intellectual Property:** Renegade warrants that the Products as delivered to Customer do not infringe any United States patent. Renegade shall defend and protect Customer against any suit or proceeding brought against Customer so far as it is based on infringement of a United States patent; provided that Renegade is promptly notified in writing and given authority, information and assistance for the defense of the action. In case the Product is held to constitute an infringement and the use of the Product is enjoined, Renegade shall, at its expense, and at its option, either: (a) procure for Customer the right to continue using the Product (b) replace the Product with non-infringing Product (c) modify the Product so it becomes non-infringing, or (d) remove the Product and refund the purchase price. Renegade shall have no liability for any infringement claim and shall have no duty to defend Customer for any infringement claim, which is based upon: (a) combination by Customer of the Product with other goods (b) modification of the Product by Customer (c) use of the Product in a manner that conflicts with guidance from Renegade or (d) where the infringement claim results from Renegade's compliance with Customer's specifications or requests.
- 8. Technical Advice:** With respect to any technical advice furnished by Renegade with reference to the use of the Products, Renegade assumes no obligation or liability for the advice given or the results obtained. Any technical advice furnished shall not constitute a warranty, which is expressly disclaimed, all such advice being given and accepted at Customer's sole risk.
- 9. Excusable Delay or Nonperformance:** Renegade shall not be liable for delay or failure in performance impacting itself or a supplier, due to fires, floods, strikes or other differences with workers, accidents, product or raw material shortages, transportation difficulties, war (declared or undeclared), terrorist activities, riot, shortage of fuel, water, power, gas or equipment malfunction or breakdown, temporary or unanticipated shutdowns, epidemic, pandemic or other public health emergencies or directives, government orders or regulations (including Governmental delay in license issuance), legal interference or prohibitions, commercial impracticability or unexpected events making performance by Renegade more difficult or burdensome, defaults on the part of suppliers, or other causes beyond Renegade's reasonable control.
- 10. Default:** Renegade may, without prejudice to any other rights it may have, by notice in writing via mail, e-mail or facsimile to Customer, terminate any order if (i) Customer commits any breach of any of the terms of any order with Renegade or (ii) Renegade has a reasonable concern regarding Customer's ability or willingness to pay



Renegade, or its debts as and when they become due and payable, and Customer refuses, or is unable, to provide adequate assurances of performance.

Customer agrees that if Renegade utilizes an attorney or collection service to enforce collection of any amount due and unpaid on an order, Renegade shall be entitled to recover reasonable legal and other collection costs as well as interest as set forth in Section 2.

- 11. Applicable Law:** The rights and obligations of the parties under these Terms and Conditions of Sale shall be governed by the law of the state of Ohio, without regard to choice of law or conflicts principles of any jurisdiction. CUSTOMER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO IN DAYTON FOR ANY CLAIMS CONCERNING PRODUCT SOLD TO CUSTOMER HEREUNDER.
- 12. DPAS:** Renegade's performance under a Purchase Order may be subject to the application of any Defense Priorities and Allocations System ("DPAS") orders pursuant to 15 C.F.R. Part 700. If the application of DPAS prevents Renegade from fully delivering Product, then Renegade shall allocate its resources in a commercially reasonable manner or as otherwise required by applicable law or any contract to which Renegade is a party.
- 13. Miscellaneous:** These Terms and Conditions of Sale contain all of the terms and conditions with respect to the purchase and sale of Products sold by Renegade to Customer. No other agreement, order, amendment, quotation or acknowledgement in any way purporting to modify any of the terms and conditions is binding upon Renegade unless made in writing and signed by an authorized employee of Renegade. If any term or provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the Terms and Conditions shall remain in full force and effect and such term shall be deemed stricken and replaced with an alternate term which, to the maximum extent possible, is enforceable and reflects the intent of the parties as set forth herein. These Terms and Conditions benefit solely Renegade and Customer and their respective affiliates and permitted successors and assigns and nothing in the Terms and Conditions confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.