



SALES TERMS AND CONDITIONS

These **SERVCorp SALES TERMS AND CONDITIONS** (these “Terms and Conditions”) are applicable to Sales by JADA SERVE, LLC, a Michigan limited liability company, d/b/a ServCorp (“ServCorp”), to its Customers. Both “Sales” and “Customer” are defined in Section 1 below. ServCorp and Customer may also be referred to herein as a “Party” and together referred to as the “Parties.”

1. **ServCorp Customer Sales.** ServCorp offers a variety of products for sale to prospective customers, whether via a ServCorp website, a direct ServCorp quote, email marketing, telephone orders, in person sales, or otherwise, (together, singular or plural, “ServCorp Sales Platforms”). Products available for purchase through ServCorp Sales Platforms, at any given time, are referred to herein as “Products.” Prospective customers that agree to purchase Products offered by ServCorp via a ServCorp Platform shall be referred to herein as “Customer.” Orders or purchases of Products by Customer via one or more ServCorp Sales Platforms are “Sales.” The specific Products purchased by Customer from ServCorp will be identified on an invoice (“Invoice”) generated by ServCorp or based on Products Customer selected on the ServCorp Sales Platform. In its sole discretion, ServCorp reserves the right to revise its Products available for Sales, without notice to Customer.

2. **ServCorp Customer Product Ordering.** To order Products, Customer must select and/or order the applicable Product on a ServCorp Sales Platform and acknowledge these Terms and Conditions (a “Purchase Order”). With the exception of telephone orders and in person sales, all Purchase Orders must be placed in writing. Purchase Orders will be reviewed by ServCorp and ServCorp will generate and send an Invoice to Customer for the Purchase Order. The Purchase Order will be fulfilled and Products will be shipped (according to the terms of Section 4) only after Customer executes an acknowledgment of these Terms and Conditions and provides ServCorp with an approved method of payment for the invoiced amount. ServCorp reserves the right to refuse to sell any Product to Customer, in its sole discretion.

3. **Product Pricing and Payment Terms.**

A. **Product Pricing and Discounts.** Pricing for Products (“Product Prices”) will be set forth on applicable ServCorp Sales Platforms and confirmed to Customer on an Invoice provided through the applicable ServCorp Sales Platform. ServCorp, in its sole discretion, may offer discounts on any Product Prices to any Customer. Product Prices and shipping rates advertised on ServCorp Sales Platforms are not guaranteed and are subject to change without notice, in ServCorp’s sole discretion. Purchase Orders will be billed at Product Prices in effect at the time

the Purchase Order is received and will include applicable sales taxes unless Customer has a reseller agreement on file with ServCorp. Applicable shipping rates shall be those effective on the date ServCorp ships the Products to Customer according to the terms of the Purchase Order.

B. Payment Terms.

i. General Terms. Shipment of any Purchase Order is subject to approval by ServCorp, in its sole discretion. All Purchase Order Invoices must be paid in full prior to shipping unless payment credit terms have been agreed upon by ServCorp, in writing. Customer will provide one of the following to pay an Invoice: 1) an executed ACH Agreement that authorizes ServCorp to deduct any amounts due to ServCorp on the due date directly from Customer's bank account listed on the ACH Agreement; 2) credit card payment which will be charged at the time of the Purchase Order is placed (Visa, Mastercard, Discover, and American Express accepted); or 3) payment information satisfactory to ServCorp at the time Customer places the Purchase Order through a ServCorp Sales Platform so that ServCorp can compensate itself according to Invoice terms. For credit card payments, a credit card processing fee of 3.5% + \$0.15 of the total will be added to the Invoice total. Customer is responsible for maintaining sufficient funds in any designated account to settle all amounts due to ServCorp.

ii. Credit Terms. ServCorp offers qualified Customers payment credit terms. For net term accounts, Invoice amounts are due in full within the established terms of the Invoice. ServCorp's established payment credit terms are invoiced at NET 10, NET 15, or NET 30 days, unless otherwise agreed upon by ServCorp, in writing. If Customer would like to apply for payment credit terms, Customer must submit the required Credit Application to ServCorp. All Credit Applications must include trade references. Credit Applications are subject to ServCorp review and approval, and any payment credit terms are within ServCorp's sole discretion. ServCorp reserves the right to extend or withhold payment credit terms to any Customer based on record of trade payments, financial condition, amount of credit needed, *etc.* ServCorp may also require personal guarantees and/or other security interests.

4. Shipping.

A. Freight Policy. In addition to Product Prices, Customer agrees to pay for any shipping costs or expenses for purchased Products ("Shipping Charges"). All Purchase Orders are F.O.B. shipping point, with freight prepaid. All Shipping Charges will be added to Customer's Invoice. Freight reduction opportunities may be available in certain areas of operation. Upon request, ServCorp sales representatives will assist Customer to identify freight reduction opportunities, but Customer ultimately responsible for identifying and applying for any applicable opportunity.

B. Fuel Surcharge. In addition to Shipping Charges, ServCorp reserves the right to adjust Shipping Charges due to carrier fuel surcharges and other fees.

C. Customer Product Pick-Up. Customer may elect to schedule an order pick up and/or bill collect on its behalf. Customer is solely responsible to provide ServCorp with proper paperwork (*i.e.*, identification, bill of lading, *etc.*) for any Purchase Orders that are picked up by Customer or its agent or representative. If appropriate paperwork is provided to ServCorp at the time of pick up, ServCorp shall have no liability to Customer if Product is missing or damaged thereafter.

5. **Customer Responsibilities.**

A. Obligation to Resell. Customer acknowledges that ServCorp is a 3M Company (“3M”) wholesaler. Customer covenants and agrees that 1) Customer shall not purchase any 3M Products from ServCorp for its own use; and 2) Customer shall sell any 3M Products purchased from ServCorp only to its end user customers (Customer’s “Obligation to Resell”). In addition to the foregoing, ServCorp reserves the right to impose an Obligation to Resell on any Products Customer purchases from ServCorp. Other than with respect to Customer’s Obligation to Resell 3M Products, to which Customer is bound by these Terms and Conditions, ServCorp shall indicate any additional obligation to resell on ServCorp’s applicable Sales Platform and Customer’s Invoice. Customer will indemnify and hold ServCorp harmless pursuant to Section 10(C) of these Terms and Conditions in the event ServCorp is penalized for Customer’s failure to abide by its Obligation to Resell, including any penalties or fines imposed by 3M or other manufacturer.

B. Compliance With Laws. Customer will be responsible for conforming to all federal, state and local regulations and laws (together, “Laws”), including but not limited to Volatile Organic Compound laws and regulations (“VOC Regulations”) established to control the amount of volatile organic compounds are released into the environment. Customer will indemnify and hold ServCorp harmless pursuant to Section 10(C) of these Terms and Conditions in the event ServCorp is penalized for Customer’s failure to abide by VOC Regulations, and/or Laws, including any penalties or fines imposed by regulatory agencies.

C. Compliance With Laws and VOC Regulations. Customer hereby acknowledges the following responsibilities it has with regard to Laws and VOC Regulations:

i. Compliance with VOC Regulations. Customer must ensure that any Products ordered by Customer comply with all applicable Laws and VOC Regulations.

ii. Prohibited Orders. Customer shall not knowingly order, request, or purchase any Products that violate Laws and VOC Regulations. This includes, but is not limited to, items that exceed permissible VOC content limits established by federal, state, or local authorities.

iii. Verification. Customer is responsible for verifying that its Purchase Orders comply with all applicable Laws and VOC Regulations. ServCorp will not be liable for any orders placed by Customers that do not meet these legal requirements.

iv. Notification of Non-Compliance. If ServCorp becomes aware that Customer’s Purchase Order may violate VOC Regulations and/or Laws, ServCorp reserves

the right to cancel or refuse to fulfill the Purchase Order. Customer will be notified promptly and be provided with options to modify their Purchase Orders to comply with VOC Regulations and Laws. Customer acknowledges its duty to comply with VOC Regulations and Laws and agrees that ServCorp does not have a duty to monitor Customer's Purchase Orders for potential violation(s) of VOC Regulations and/or Laws. Furthermore, Customer waives any and all claims against ServCorp for damages associated with ServCorp exercising its right to cancel or refuse any Purchase Order, even if Customer's Purchase Order does not in fact violate VOC Regulations and/or Laws.

v. Updates to Laws. Customer is advised that VOC Regulations and Laws in general may change over time. It is Customer's responsibility to stay informed about the current applicable Laws and ensure ongoing compliance with any updates or changes in the Laws and VOC Regulations.

6. **ServCorp Responsibilities.**

A. Confidentiality. Unless otherwise agreed upon in writing, ServCorp does not have a duty of confidentiality regarding any Customer Purchase Orders placed on a ServCorp Sales Platforms. ServCorp will retain any sales records, copies, extracts or other reproductions as may be necessary to comply with any applicable laws.

B. Compliance With Laws. ServCorp will comply with all applicable Laws and VOC Regulations.

C. Manufacturer/Supplier Warranties. ServCorp will support the warranties from its manufacturers/suppliers and will execute the applicable written warranty policy. These warranties generally cover replacement of defective Products that are returned. Regardless of the manufacturer/supplier's policy ServCorp will not provide credit for warranty issues if the defective Product is not purchased directly from ServCorp.

7. **Return Policy.**

A. Returns Generally. All returns are subject to manufacturer/supplier return policies, which vary by manufacturer/supplier Product lines. Information on specific manufacturer/supplier return policies can be obtained from ServCorp, upon request. All return requests must be approved, processed, and returned to ServCorp within twenty-one (21) days of the original Invoice date. Customer will not receive credit for returned Product if it is not received by ServCorp within twenty-one (21) days of the Invoice date and ServCorp will ship the returned Product back to Customer. Non-stock, discontinued, and special-order Products are not eligible for return. Customer will be issued account credits upon receipt and ServCorp's verification of the condition of the returned Product. Customer must pay all return Shipping Costs. To receive credit, the returned Product must be in its original package and be in resalable condition. Products that do not meet these criteria will be returned to the customer and no credit will be issued.

B. Return Procedure. Customer must obtain prior approval for all Product returns. Customer must obtain a Return Authorization Number by emailing returns@servcorpinc.com . The following information must be included in any Return Request: Customer's account number;

the applicable Invoice number; the quantity of Product to be returned; the manufacturer part number (if applicable); the reason for the return; and photo evidence for any damaged Product. ServCorp will review the reason for the Return Request and determine if the Product is returnable. If deemed returnable, a Return Authorization will be issued with shipping instructions. The Return Authorization Number must be included on the return shipping label affixed to the shipping carton. In the case of multiple cartons, Customer name must be on EACH shipping label, AND indicate the number of cartons (*i.e.*, 1/3, 2/3, 3/3). If the shipping carton is the original manufacturer packaging, DO NOT write the shipping address or Return Authorization Number directly on packaging as the Product must be in resalable condition, with no defacing, to receive credit.

8. **Shortages and Damaged Freight Claims.** All claims for damage or shortages of Product must be made within forty-eight (48) hours of Customer's receipt of delivery and MUST be properly noted on the shipping carrier bill of lading. Claims for shipments that are signed in full and show no damage or piece count discrepancy will be at the respective shipping carrier's discretion for approval and may result in a denied claim. For all less than truck load ("LTL") carrier agreements with ServCorp, Customer must allow for time to verify the piece count BEFORE signing for delivery. Damage claims MUST include photo evidence to support the damage claim.

9. **Default and Remedies.**

A. **"Event of Default" Defined.** As used in these Terms and Conditions, "Event of Default" means any of the following events: a) if ServCorp is unable to draft Customer's bank account using the electronic ACH debit method or a Customer payment by any other means is not received on a timely basis, for any reason, including insufficient funds, and ServCorp has not received the delinquent payment within five (5) days after the applicable due date; or b) if Customer defaults in observing or performing any of these Terms and Conditions.

B. **Remedies Upon the Occurrence of an Event of Default.** Upon the occurrence of an Event of Default, ServCorp may immediately suspend any pending Customer Purchase Orders through a ServCorp Sales Platform, without notice to Customer. Any suspension or termination of ServCorp fulfillment or shipment of Products in no way constitutes any waiver of past or future obligations which may be due by Customer to ServCorp. Customer expressly waives any claim or cause of action against ServCorp in the event that it suspends or terminates fulfillment or shipment of Products due to Customer's default under these Terms and Conditions. In the event that ServCorp is unable to draft Customer's bank account using the electronic ACH debit method or a Customer payment by any other means is not received on a timely basis, for any reason, including insufficient funds, ServCorp shall require Customer to make an immediate payment by alternative means. ServCorp will charge Customer a twenty-five dollar (\$25.00) NSF fee per each returned item, in addition to exercising any other legal remedies available. ServCorp shall also charge Customer an interest rate of one and a half percent (1.5%) per month or the maximum interest rate permitted by law on any unpaid amounts due under these Terms and Conditions until paid in full. ServCorp may suspend payment credit terms if Invoices are not paid within established terms and subsequent Purchase Orders may be put on a hold status until the past due account balance is paid in full.

10. **Limitation on Liability, Waiver of Claims, and Indemnification.**

A. **Limitation of Liability.** SERVCORP' LIABILITY ON ANY CLAIM, LOSS, OR LIABILITY ARISING OUT OF OR CONNECTED WITH SERVCORP PRODUCT SALES OR THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE AMOUNTS CUSTOMER PAID TO SERVCORP DURING THE THREE (3) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY CUSTOMER. FURTHERMORE, SERVCORP SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES INCURRED BY CUSTOMER AS THE RESULT FROM SERVCORP EXERCISING ITS RIGHT TO SUSPEND OR TERMINATE FULFILLING INVOICES OR SHIPPING SERVCORP PRODUCTS PURSUANT TO THESE TERMS AND CONDITIONS UPON THE OCCURRENCE OF AN EVENT OF DEFAULT OR OTHERWISE.

B. **Waiver of Claims.** SERVCORP WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR DAMAGES RELATED TO BUSINESS INTERRUPTION, LOSS OR UNAUTHORIZED ACCESS TO INFORMATION, LOST PROFITS (INCLUDING LOST REVENUE OR LOSS OF BUSINESS OPPORTUNITY, REGARDLESS OF THE THEORY FOR RECOVERY) OR FOR ANY CAUSE OF ACTION, ARISING OUT OF SERVCORP SALES, PRODUCTS, OR THESE TERMS AND CONDITIONS, EVEN IF SERVCORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.

C. **Indemnification.** Customer will indemnify, defend and hold ServCorp, its members, officers, employees, agents, and affiliates, if any (collectively, "**Indemnified Parties**"), harmless from any claims, damages, liability, costs, expenses, and/or reasonable professional and/or attorneys' fees, arising out of claims made against the Indemnified Parties resulting from a) any failure by Customer to pay Invoices when due and/or perform its obligations under these Terms and Conditions; and/or b) the operation of or incurred in connection with Customer's business, including but not limited to, any costs, fines or penalties associated with Customer's failure to comply with Laws and/or VOC Regulations. ServCorp shall have the right to participate in the defense or settlement of any claim, with its own counsel and at Customer's expense. ServCorp also retains the right to settle or defend any claim, in its sole discretion, with its own counsel, at Customer's expense. Customer's obligation to indemnify the Indemnified Parties hereunder shall survive the termination, cancellation, or expiration of any Purchase Orders subject to these Terms and Conditions.

11. **Dispute Resolution.** With the exception of ServCorp' right to pursue collection of all amounts due to ServCorp for Customer's performance under these Terms and Conditions, all other disputes arising out of Products or ServCorp's performance under these Terms and Conditions shall be settled by arbitration in Michigan before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any Party by giving written notice to the other Party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the Parties. This provision for arbitration shall be specifically enforceable by the Parties and

the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal. The prevailing Party shall have the right to collect from the other Party, its reasonable costs, disbursements, and attorney fees incurred in connection with disputing these Terms and Conditions.

12. **ServCorp Independent Contractor.** ServCorp is not Customer's agent, or broker. ServCorp is solely responsible for paying all taxes levied according to applicable laws on any amounts Customer pays to ServCorp. Customer will not withhold any compensation due to ServCorp for its Products or pay any amounts to any taxing authority on behalf of ServCorp for any taxes associated with ServCorp's compensation, including but not limited to, state or federal taxes.

13. **Miscellaneous.**

A. **Notices.** Any notices required by these Terms and Conditions shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile or email, before or during receiving Party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid. All notices to ServCorp must be sent to **3939 N Greenbrooke Dr., SE, Grand Rapids, MI 49512**. The notice address for Customer shall be the address identified on the Invoice generated upon Customer placing an order for Products on ServCorp's Sales Platform or input by Customer on any ServCorp customer system. Either Party may change their notice address by providing written notice to the other Party pursuant to the terms of this section.

C. **Governing Law.** These Terms and Conditions will be construed in accordance with and governed by the laws of the State of Michigan.

D. **Severability.** If any of these Terms and Conditions shall be held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable and these Terms and Conditions shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of these Terms and Conditions; and, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

E. **Amended Terms and Conditions.** The Invoice generated upon Customer placing an order for Products on any ServCorp Sales Platform, together with these Terms and Conditions, are the final and complete terms and conditions regarding the sale of the Products to Customer on the Effective Date indicated on the signature page of these Terms and Conditions and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, Terms and Conditions, communications, agreements, and all past courses of dealing, whether written or oral, between ServCorp and Customer and/or any industry custom relating to ServCorp Products. No modification of the Invoice generated upon Customer's placing its order for ServCorp Products on any ServCorp Sales Platform or these Terms and Conditions shall be effective unless they are made in writing and signed by ServCorp. ServCorp, in its sole discretion, may amend these Terms and Conditions with notice to Customer.

F. Waiver. ServCorp' waiver of any of these Terms and Conditions shall not be effective unless made in writing and shall not be construed as a waiver of any subsequent breach of or default by Customer of any Terms and Conditions, nor shall any delay or omission on the part of ServCorp to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

G. Captions. The headings used in these Terms and Conditions are for convenience only and shall not be used to limit or construe the contents of any of the sections of these Terms and Conditions.

H. Electronic Signatures. These Terms and Conditions may be executed via telefacsimile, scanned pdf sent via email, DocuSign, or another electronic signature and any such signature or electronic signature shall operate to bind Customer as would an original signature.

By executing these SALES TERMS AND CONDITIONS, I acknowledge and certify that: (i) I have read and understand the applicable ServCorp Invoice and the foregoing Terms and Conditions; (ii) the individual executing these Terms and Conditions has the authority to do so on behalf of Customer; and (iii) I agree to the terms of the ServCorp Invoice and these Terms and Conditions on my own behalf or on behalf of Customer.

CUSTOMER

Effective Date

Printed Name

Title