

1. Controlling Provisions.

(a) This document, together with the provisions in Seller's quotation (the "Contract"), constitutes an offer by Road Widener LLC and/or its affiliates ("Seller") to provide the products described herein (the "Products") to the buyer to which this offer is addressed ("Buyer"). If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this Contract. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Seller hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless an authorized officer of Seller expressly assents to such terms in a signed writing. Such proposal of additional, different or varying terms by Buyer will not operate as a rejection of Seller's offer, and Seller's offer will be deemed accepted without such additional, different or varying terms. **THIS CONTRACT CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THAT AGREEMENT. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS CONTRACT WILL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY BUYER AND AN AUTHORIZED OFFICER OF SELLER.** Seller's sales representatives are without authority to change, modify or alter this Contract.

(b) Buyer will be deemed to have made an unqualified acceptance of this offer and the Contract on the earliest of the following to occur (i) Seller's receipt of a copy of this Contract signed by Buyer; (ii) Buyer's payment of any amounts due under this Contract; (iii) Seller's delivery of the Products; (iv) Buyer's failure to notify Seller to the contrary within ten days of receipt of this Contract; or (v) any other event constituting acceptance under applicable law.

(c) Written quotations are void unless accepted within 30 days from date of issue and are subject to earlier change by Seller upon notice. Seller websites, catalogs and other publications are maintained as sources of general information and are not quotations or offers to sell.

(d) This Contract and any disputes hereunder will be governed by and construed according to the internal laws of the State of Wisconsin. Neither this Contract nor sales hereunder will be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods or the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended.

(e) Any controversy or claim arising out of or relating to this Contract, or the breach thereof, will be determined by binding arbitration before a single, neutral arbitrator administered in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The place of arbitration will be Waukesha, Wisconsin and the arbitration will be conducted in English. Judgment on any arbitration award may be entered in any court of competent jurisdiction, and the parties intend that it will be enforceable in accordance with the Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

(f) The invalidity of any provision or clause of this Contract will not affect the validity of any other provision or clause hereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract will not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

(g) Buyer may not assign this Contract without Seller's prior written consent. Seller may assign this Contract in whole or in part, including without limitation to its affiliates, suppliers or subcontractors. Subject to the foregoing, this Contract will inure to the benefit of, and be binding upon, the parties' successors and assigns.

(h) Buyer is an independent contractor and neither Buyer nor any of its employees or agents will be considered an employee or agent of Seller, its affiliates or suppliers. Neither Buyer nor any of its employees or agents is authorized to incur any obligations or make any promises or representations on behalf of Seller, its affiliates or suppliers.

(i) The warranty limitations and damage limitations in section 6, and any other provision the performance or effectiveness of which naturally survives, will survive expiration or termination of the Contract for any reason.

2. Orders and Delivery.
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(a) Buyer will ensure that its orders are received by Seller not less than 30 days before the requested delivery dates. Buyer's orders or mutually agreed change orders will be subject to all provisions of this Contract, whether or not the order or change order so states.

(b) Except as otherwise expressly agreed in writing by Seller (i) if Buyer is located within the United States, Seller will deliver the Products EXW (INCOTERMS 2020) Seller's designated location in Hartford, Wisconsin and (ii) if Buyer is not located in the United States, Seller will deliver the Products CIF (INCOTERMS 2020) to the delivery location specified on Seller's quotation (the applicable EXW or CIF delivery point being referred to as the "Delivery Point"). All risk of loss, damage or delay will pass from Seller to Buyer upon Seller's delivery of the Products at the Delivery Point. Title to the Products will not pass until full payment therefor has been received by Seller. Partial shipments will be permitted.

(c) All delivery dates are approximate. Delivery dates given by Seller are based on prompt receipt of all necessary information regarding the order. Seller will use reasonable efforts to meet such delivery dates, but does not guarantee to meet such dates. Failure by Seller to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind. Time for delivery will not be of the essence. Claims for errors must be made in writing to Seller within 10 days after Seller's delivery. Failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Buyer.

3. Prices; Taxes.

(a) Pricing for Products is as set forth in Seller's quotation. Special delivery time/processing or other unique requirements may be subject to additional charges. Unless otherwise stated in Seller's quotation or acknowledgment or Seller's similar form, prices are in U.S. Dollars, at the Delivery Point, consistent with the applicable INCOTERM.

(b) Buyer will pay or reimburse Seller on demand for all taxes, fees and costs including, but not limited to any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, packaging, loading, unloading, insurance, consular fees or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced.

4. Payment. If Buyer is located within the United States, payment in full is due within 30 days after Seller's delivery at the Delivery Point. If Buyer is not located within the United States, payment in full is due prior to delivery. All payments will be made via wire transfer of immediately available funds to the account or accounts specified from time to time by Seller to Buyer. Notwithstanding the foregoing, terms of payment on all orders are subject to the approval of Seller's credit department. If Buyer does not pay Seller any amount due under this Contract or any other agreement when such amount is due or if Buyer defaults in the performance of this Contract, Seller may, without liability to Buyer and without prejudice to Seller's other lawful remedies (a) terminate Seller's obligations under this Contract; (b) declare immediately due and payable all Buyer's obligations to Seller; (c) change credit terms with respect to any further deliveries; (d) suspend or discontinue any further deliveries; and/or (e) repossess the Products. Buyer agrees to reimburse Seller for all costs and fees including, but not limited to attorneys' fees and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge in an amount equal to the lesser of 1.5% per month or the maximum amount allowable by law on all amounts not paid in full when due, payable on Seller's demand. Buyer will not set off amounts due to Seller against claims against Seller.

5. Cancellations, Changes and Returns. All undelivered Products may be cancelled by Buyer only upon written approval of an authorized representative of Seller. In the event of any cancellation of an order by Buyer, Buyer will pay to Seller a cancellation charge of 20% of the order cancelled. Buyer may not change its order or any part thereof without the prior, written consent of an authorized representative of Seller. Seller reserves the right to change the price, terms of payment and delivery dates for any Products affected by any changes to which it consents. No Products may be returned to Seller without its prior, written authorization. Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be unused, in resalable condition, and securely packed to reach Seller without damage. All Products returned to Seller will be subject to a 20% restocking charge plus freight, packaging, insurance, fees and taxes.

6. **LIMITED WARRANTY; DISCLAIMER.** Seller warrants to Buyer that (a) title to Products will pass free and clear of all liens and (b) the Products, as delivered to Buyer, do not infringe any U.S. patent rights of third parties. **EXCEPT TO THE EXTENT PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, SELLER AND BUYER AGREE THAT SELLER OFFERS NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY REMEDIES, OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIES, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, OR FOR LOST PROFITS OR REVENUES DIRECTLY OR INDIRECTLY INCURRED, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A PRODUCT AND THIS CONTRACT WILL BE LIMITED TO THE MONIES PAID TO SELLER BY BUYER FOR THAT PRODUCT.**

7. **Indemnification.** Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller and its shareholders, directors, officers, employees, agents, successors, assigns, affiliates and suppliers (individually and collectively, "Seller's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, losses, suits, demands, fines, penalties, judgments, damages or expenses whatsoever, including, without limitation, attorneys' fees and costs incurred by or against Seller or any of Seller's Indemnified Parties due to or arising out of, in connection with, resulting from or relating to (a) misrepresentation or breach of this Contract, or violation of any law, by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"); (b) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties; or (c) actions, threatened actions, losses, damages or injuries to person or property (including death) related to or caused by the Products. Prior to settling any claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer will not settle any claim without Seller's written consent. In the event of any recall affecting the Products, Seller will have the right to control the recall process and Buyer will fully cooperate with Seller in connection with the recall.

8. **Confidential Information.** Buyer acknowledges that all Confidential Information (as defined below) which may be disclosed to it by Seller or its affiliates or suppliers will at all times, both during and after expiration or termination of this Contract for any reason, remain the exclusive property of Seller or its affiliates or suppliers and that Buyer will not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Seller or its affiliates or suppliers to Buyer orally or in writing, or acquired by Buyer through observation, regarding Seller's or its affiliates' or suppliers' products, technology, inventions, formulas, methods, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, disclosed with the exception of such information which (a) was already part of the public domain at the time of the disclosure by Seller or its affiliates or suppliers; (b) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Buyer's possession prior to the disclosure by Seller or its affiliates or suppliers and was not acquired, directly or indirectly, from Seller, its affiliates or suppliers or from a third party who was under a continuing obligation of confidence to Seller or its affiliates or suppliers; or (d) is received (after the disclosure by Seller or its affiliates or suppliers) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Seller or its affiliates or suppliers under a continuing obligation of confidence. Except as necessary to perform its duties under this Contract, Buyer will not use or disclose any of such Confidential Information, but will protect it using at least the same degree of care given its own confidential information, but in no event less than a reasonable degree of care. Upon expiration or termination of this Contract for any reason, Buyer will, within 15 days, surrender to Seller all documents and other tangible materials and all copies thereof relating to Confidential Information and all of Seller's or its affiliates' or suppliers' property. Nothing in this Contract will be

construed to limit or negate the common or statutory law of torts or trade secrets where it provides Seller, its affiliates or suppliers with broader protection than that provided herein.

9. **Force Majeure.** Seller will not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract to the extent affected by the event of force majeure and/or extend any date upon which performance is due hereunder.