



GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

These General Terms and Conditions for the Supply of Goods and Services (these "**Terms**"), apply to any purchase of Goods and/or Services by Buyer, from a Supplier who (a) has executed the Master Agreement or a Supply Agreement, or (b) has otherwise received, accessed, or viewed a copy of the Terms (including a copy provided by email, website, or referenced in a Supply Agreement received by Supplier) and has thereafter supplied Goods or Services to Buyer.

1. **Definitions.** For purposes of the Terms, the following terms shall mean:

Act. The Federal Food, Drug, and Cosmetic Act, with all revisions and amendments pertaining thereto (including the Pesticide and Food Additive Amendment of 1958).

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. BRADY INDUSTRIES, LLC d/b/a BradyPLUS, a Nevada limited liability company, not individually and as purchasing agent only on behalf of their Affiliate(s).

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

Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential". Confidential Information does not include information which (i) is in the public domain prior to the date of its disclosure, (ii) is known by receiving Party prior to the date of its disclosure, (iv) is rightfully obtained by Supplier on a non-confidential basis from a third party, or (v) is independently developed by receiving Party without the use of the Confidential Information.

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

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.

Goods. Any tangible goods sold under the Master Agreement or a Supply Agreement.

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

Master Agreement. The Master Supply Agreement for Goods and Services.

Parties. Supplier and Buyer collectively. "**Party**" means either Supplier or Buyer individually.

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 and/or Services. Such Purchase Order will be governed in all respects by these Terms, and Buyer will have and retain all rights to enforce the provisions of these Terms pertaining to the Goods, including without limitation, all warranty and indemnification provisions.

Services. Any services ordered by Buyer under a Supply Agreement.

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

Supplier. The Supplier as defined in the Master Agreement or 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 or Services, as amended from time to time.

Terms. These General Terms and Conditions for the Supply of Goods and Services.

Work Product. Any deliverables, designs, results, technical information, recipes, formulas, drawings, source codes, or other materials created by or for Supplier in connection with the Goods or Services at or in response to Buyer's request, not including Supplier's pre-existing Confidential Information and intellectual property.

2. **Purchase Orders.** Any prices set forth in a Purchase Order or other Supply Agreement accepted by Supplier are firm and not subject to change unless agreed in writing by Buyer.

Buyer may change any Purchase Order at any time through a written change order. If any such changes result in any documented cost differential, the Parties will mutually agree to the applicable price adjustment.

3. **Delivery.** Except to the extent otherwise agreed in writing between the Parties, Supplier shall deliver the Goods and/or Services on the Delivery Date F.O.B. unloaded at the address specified on a Purchase Order or Supply Agreement. Timely delivery of the Goods is of the essence. If Supplier fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Terms, or a Supply Agreement immediately by providing written notice to Supplier.

Supplier shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Supplier shall provide Buyer all shipping documents, including the commercial invoice, bill of lading and any other documents necessary to release the Goods to Buyer.

Supplier must ship the Goods in accordance with Buyer's written shipping instructions. If no shipping instructions are provided by Buyer, Supplier must use best commercial practices so as to secure lowest transportation charges.

Supplier is responsible for any additional charges, including but not limited to freight charges incurred due to any failure by Supplier to comply with the Terms or the shipment instructions of Buyer.

4. **Title and Risk of Loss.** Risk of loss passes to Buyer upon Buyer's receipt of the Goods and/or Work Product at the Delivery Location. Full title to any Goods or Work Product passes to Buyer on the date of payment for such Goods or Work Product. In case of loss or damage to the Goods or Work Product during the time they are in Supplier's possession or control, any and all amounts prepaid to Supplier must be immediately reimbursed to Buyer, and the Supply Agreement may be terminated.
5. **Inspection.** All Goods shall be received subject to Buyer's right of inspection and rejection. Payment for Goods shall not constitute acceptance of such Goods.
6. **Nonconforming Goods or Services.** Buyer has the right to reject any or all of such Goods and/or Work Product which do not conform in any degree to the Specifications or are otherwise defective in Buyer's judgment. In such event, Supplier will, at Buyer's option, (i) replace the non-conforming Goods within the time required by Buyer or perform replacement Services as soon as possible in a manner which fully complies with these Terms and/or any Supply Agreement, or (ii)

immediately credit or refund (as applicable, and in Buyer's sole discretion) the amounts charged by Supplier in connection to the non-conforming Goods and/or Services.

Within five (5) days of Buyer's demand therefor, Supplier must refund Buyer the reasonable expenses associated with the testing, assay, storage, transport, disposal, remediation, or destruction of non-conforming Goods.

7. Payment. Unless otherwise agreed in writing, invoices submitted to Buyer are payable within sixty (60) days from the later of (i) the date the Goods are delivered to Buyer or the Services are completed, and (ii) the date Buyer receives the invoice. Payment of an invoice will not constitute acceptance of the Goods or Services. 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 retains all remedies available to it at Law and in equity including rights of set-off of amounts owed to Supplier against amounts payable to Buyer.

8. Warranties.

- (a) Compliance with Law. Supplier represents and warrants that it currently complies and will remain in full compliance with all Laws applicable to the Terms and any Supply Agreement, Buyer's performance of its obligations hereunder, and Buyer's use or sale of the Goods, including without limitation (i) the US Foreign Corrupt Practices Act and any similar anti-bribery laws applicable to any jurisdiction where Supplier operates, (ii) laws administered by the US Treasury Department's Office of Foreign Assets Control (OFAC) or any other governmental entity imposing economic sanctions and trade embargoes, (iii) laws addressing human trafficking or slavery, and (iv) laws addressing data privacy obligations, including without limitation the CCPA, and Supplier further 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 Master Agreement, these Terms or any Supply Agreement will be protected by reasonable security procedures and practices to prevent unauthorized access, exfiltration, theft, or disclosure.
- (b) Intellectual Property. Supplier warrants that the manufacture or use of the Goods or Services covered by the Terms or any Supply Agreement will not infringe or misappropriate any third party's patent or other intellectual property rights.
- (c) Additional warranties. In addition to any other implied warranty under applicable Law, as of the Effective Date and as of each date of receipt of Goods by Buyer, Supplier represents and warrants that the Goods and/or Services will: (a) conform to any and all Specifications, drawings, plans, instructions, samples or other description, whether expressed or implied, furnished by Buyer or by Supplier, (b) be fit and sufficient for their intended purpose(s) and operate as intended, (c) be merchantable, (d) be free from any defects in workmanship, material, and design; (e) be free from all liens, security interests or other encumbrances, (f) be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services; (vii) are not adulterated, misbranded, or unsafe within the meaning of the Act; and (h) comply with all applicable Laws.

The foregoing warranties shall survive Buyer's inspection, acceptance, use and subsequent dispossession or sale of the Goods and/or Services. Supplier shall obtain and assign or otherwise provide to Buyer the benefits of warranties and guarantees provided by manufacturers to Supplier.

- 9. Indemnity. Supplier agrees to indemnify and hold harmless Buyer and Buyer's directors, officers, employees, successors, assigns, customers and users of its products from and against any and all damages, claims and liabilities, including without limitation, all expenses of litigation, court costs, and attorneys' fees (collectively, "Losses") arising out of or relating to resulting in any way from: (a) any actual or alleged death or injury to any person, damage to any property or any other Loss that results, or is claimed to result, in whole or in part, from any actual or alleged: (i) defects, whether latent or patent, in the Goods sold or Services provided to Buyer; or (ii) breach of any representation or warranty, or (iii) violation by such Goods or Services or their manufacture, possession, use or sale of any Law; (b) any breach of any covenants contained in the Terms or any Supply Agreement; (c) any act, omission or negligence of Supplier, its directors, officers, employees, agents or subcontractors; or (d) any actual or alleged infringements of any patent, copyright or trademark, or any unfair competition resulting from similarity in design, trademark or appearance, by reason of the manufacture, use, sale or offer

of sale of the Goods, Services or Work Product. Buyer shall have the right to participate at Supplier's expense in the defense of any suit or claim for which Buyer is entitled to indemnification hereunder.

10. Insurance. Supplier will maintain at all times such public liability insurance, including without limitation, (i) commercial General Liability covering bodily injury and property damage with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Premises Liability, Products/Completed Operations, and Contractual Liability coverage for the Indemnity provided under the Terms or any Supply Agreement; (ii) excess or Umbrella Liability insurance with minimum limits of \$5,000,000 each occurrence and in the aggregate; (iii) workers' Compensation, as required by all applicable laws and Employer's Liability coverage with a limit of not less than \$1,000,000; (iv) commercial automobile liability covering owned, hired and non-owned vehicles with limits of at least \$1,000,000 combined single limit (bodily injury and property damage); (v) other insurance as will adequately protect Buyer against such damages, claims, liabilities, losses, and expenses (including without limitation court costs, attorneys' fees, penalties or punitive damages). Buyer will be named as the certificate holder and an additional Insured on the General Liability and Automotive Liability for the indemnity provisions under the Terms or any Supply Agreement. Supplier's insurance is primary and non-contributory with waiver of subrogation. Supplier agrees to submit certificates of insurance and required endorsement language evidencing its insurance coverage when requested by Buyer. Supplier may not cancel, modify, or terminate any insurance without thirty (30) days prior written notice to Buyer. No policy limits, no policy deductible, nor any self-insured retention will in any way limit the Supplier's liability to Buyer under the Terms or any Supply Agreement. Buyer may withhold payment or otherwise suspend its performance hereunder until Supplier is in full compliance with this Section. Supplier undertakes to provide updated certificates of insurance on an annual basis.
11. Termination. Buyer may terminate the Master Agreement, these Terms or any Supply Agreement, in whole or in part, without cause and for its own convenience, by giving Supplier thirty (30) days' written notice.

Either Party may terminate the Master Agreement, the Terms or any Supply Agreement, immediately when the other Party: (a) becomes insolvent, files a petition for bankruptcy, insolvency or similar proceeding, or is declared bankrupt or insolvent (unless otherwise prohibited by applicable law); (b) ceases operations or substantially all of its assets are sold; or (c) violates the intellectual property rights of Buyer or any third party.

Upon termination, Buyer's sole responsibility to Supplier is to pay for Goods ordered, or Services rendered, prior to the effective date of the termination, which Goods or Services fully comply with the provisions of these Terms or any Supply Agreement. Upon termination, Supplier will provide Buyer with all non-proprietary, non-confidential, and non-trade secret information necessary to transition to another supplier and must cooperate to make the transfer as efficient as possible for Buyer.

12. Confidential Information. For the duration of the Master Agreement, these Terms and any 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 shall: (i) use the Confidential Information solely for the purposes contemplated by the Master Agreement, the Terms and any 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 Master Agreement, the Terms and any 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 Master Agreement, these Terms or a Supply Agreement.

Without Buyer's prior written consent, Supplier shall not advertise or publish the fact that Buyer has contracted to purchase Goods or Services from Supplier or use the name, logo or trademark of Buyer, or any of its customers, in advertising or any other publication. In the event of the breach of this Section by Supplier, Buyer may immediately terminate the Master Agreement, the Terms and any Supply Agreement.

13. Intellectual Property. Unless expressly set forth to the contrary in any Supply Agreement, each Party retains all rights to such Party's intellectual property, technology, and know-how owned by each Party as of the Effective Date. Any

intellectual property, know-how, or technology of Buyer included in the Goods, Services, or the Specifications is and remains the property of Buyer. Additionally, Buyer owns, and Supplier hereby transfers and assigns to Buyer, all right, title, and interest in and to any Work Product as works made for hire immediately upon creation of such Work Product, and Supplier must take all necessary steps to assign and transfer the Work Product to Buyer, free of any claims, interest, or rights of third parties.

14. Survival. Notwithstanding anything to the contrary, Sections 1, 9, 10, 11, 12, 13, 14, 16, and 18 of the Terms will survive the expiration or early termination of the Terms or any Supply Agreement.
15. Assignment; Delegation. No right or interest under the Terms or any Supply Agreement shall be assigned by Supplier without the written consent of Buyer, and no delegation of any obligation owed by Supplier shall be made without the prior written consent of Buyer. Any attempted assignment or delegation shall be wholly void and shall automatically be deemed a material breach of the Terms or any Supply Agreement relieving Buyer from any further obligations hereunder without any liability to Buyer.

Supplier may subcontract Supplier's obligations under the Master Agreement, the Terms and any Supply Agreement only with the prior written approval by Buyer, which may be withheld for any reason. In the event Buyer approves any subcontract, Supplier will remain fully liable for Supplier's obligations hereunder.

16. 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.
17. Binding on Successors. The Master Agreement, the Terms and any Supply Agreement and the covenants, conditions, provisions, obligations, undertakings, rights, and benefits thereof are binding upon the Parties and the Parties' respective heirs, assigns, administrators, executors, officers, directors, shareholders, partners, employees, successors, agents, servants, and representatives.
18. Choice of Forum. The Master Agreement, the 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 the Master Agreement, the Terms and 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.
19. Entire Agreement; Amendments; Order of Precedence. The Master Agreement, the Terms, and any amendments or addenda, together with any Supply Agreement, and Specifications (but not including any terms or conditions of Supplier, whether or not such terms and conditions are included in or attached to any invoice, Specifications, or other document from Supplier) constitutes the entire agreement of the Parties with respect to the subject matter contained herein and therein, supersedes any and all prior oral or written agreements or understandings between the Parties regarding such subject matter. Except as otherwise provided therein, the Master Agreement and the Terms may not be altered, amended, or modified except by a writing signed by the Parties. In the event of any inconsistency in the Master Agreement, the 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 Master Agreement or Terms; (b) the Master Agreement; (c) the Terms; (d) any Purchase Order; (e) any Specifications; and (f) any other Supply Agreement. FOR THE AVOIDANCE OF DOUBT, ANY SUCH WRITING NOT SIGNED BY BUYER WILL NOT BE CONSIDERED VALID, INCLUDING ANY TERMS AND CONDITIONS OF SUPPLIER, WHICH ARE EXPRESSLY DISCLAIMED BY THE PARTIES.

20. 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 Buyer:

Attn: Legal Department

7055 Lindell Road

Las Vegas, NV 89118

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

If to Supplier:

Notices may be provided at any address or email of the Supplier provided on the Master Agreement or 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.

21. Counterparts. The Master Agreement and any Supply Agreement may be executed in counterparts as well as through the electronic signature of each Party, including through Adobe Sign or DocuSign services, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 20, a signed copy delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy.
22. Miscellaneous. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No waiver shall be implied from forbearance or failure by Buyer 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 the Terms are cumulative and shall be in addition to any and all other remedies available at law or in equity.