

SUMMIT AUTOMATION'S TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF TERMS AND CONDITIONS

These terms and conditions of sale ("Terms" or "Agreement") shall constitute a binding contract between Summit Automation ("Summit") and the buyers or customers (collectively referred to as "You", "Your" or "Customer") of its door automation systems (collectively "Systems"). These Terms shall govern all Systems purchased from Summit and may not be modified or amended by any oral agreement, course of performance, trade usage, or course of dealing. Any conflicting term in any other document or communication shall be deemed rejected, unless such terms are in a writing signed by Summit's chief executive officer. By requesting Systems, placing an order, accepting delivery, or making a payment, Customer agrees to be bound by these Terms.

QUOTATIONS AND ORDER PLACEMENT

Upon Summit's receipt of a complete quote request (which may include drawings, cut sheets, door plans or blueprints, as requested by Summit), a Quote will be generated. Each Quote is valid for 90 days from the date of the Quote (the "Quote Expiration Date") and is subject to change thereafter.

All Purchase Order terms shall be consistent with these Terms and the applicable Quote and any different, conflicting, or additional terms shall not be valid or binding on Summit unless agreed to by Summit in a signed writing.

Once the Quote is approved, or Purchase Order is entered, in Summit's sales order system, an invoice is generated. If Customer does not receive an invoice within 2 business days of submission, contact Summit to ensure receipt and approval.

Summit reserves the right to reject any Purchase Order and shall refund any payment, for any lawful reason or no reason, in its discretion.

PRICING

All prices are subject to change until an order is placed (by approving a Quote or submitting a valid Purchase Order) and an invoice is issued by Summit, except that pricing reflected in a Quote will be held until the Quote Expiration Date.

PAYMENT TERMS

Unless different payment terms are set forth in a writing executed by Summit, a 50% deposit is due within 14 days of order placement which upon receipt of deposit, will place the order into production. After the order is produced, the Customer will be notified to make the final payment. No shipments will be made until payment in full is received.

Credit card payments may incur an additional 3% fee.

If any payments are more than 30 days past due, the account will be considered delinquent and subject to a 1 1/2% per month interest charge. If for any reason an invoice remains

unpaid for more than 45 days or other grounds for insecurity arise with respect to a due payment, Summit may, in its sole discretion, demand different terms of payment or assurance, stop production on any open orders or suspend shipments until the account is brought current. Should it be necessary, in Summit's discretion, to assign the account balance to a collection agency or attorney for legal action, all related collection charges and attorneys' fees, shall be paid by Customer.

In the event of any dispute between Summit and Customer, Customer will not withhold payment for Systems purchased or any other amount payable to Summit in connection with this Agreement.

Customer agrees that all funds owed to Customer from anyone or received by Customer, shall be held in trust for the benefit of Summit, to the extent those funds result from the products supplied by Summit ("Trust Funds"). Customer may commingle Trust Funds, but agrees it has no interest in Trust Funds held by anyone except to promptly account for and pay to Summit all Trust Funds.

PRODUCTION AND SHIPMENT

The applicable lead times, shipping or delivery dates vary by System type, production capacity, the expected delivery date of your doors, and several other factors outside of Summit's control. Summit recommends placing the order for its Systems at the same time the order is placed for the corresponding doors. Upon placing an order, Summit will request information regarding the expected arrival date of the doors and will prioritize shipment accordingly. An estimated shipment date will be provided in the invoice. However, any shipment date, whether listed in Summit's invoice or any other document, is an estimate only based on average production and delivery schedules. Such estimates are subject to change, without notice, and therefore should not be relied on by Customer for any reason or purpose. Regardless of whether Summit is made aware that Customer requires or requests a particular shipping or delivery date, Summit does not guarantee compliance with such deadline and therefore, shall not be liable for costs, fees or damages of any kind or nature whatsoever, including, but not limited to, loss of profits or revenue or liquidated damages, associated with delays.

Summit's Automation Systems shall not be shipped to a job site as standard practice, if the Customer expressly requests for order to be shipped to a job site, the shipment's security rests solely on the Customer and Summit will not be held responsible for lost or stolen product. A business or residential address shall be provided in advance of shipment. Summit shall notify Customer when ordered Systems are ready to ship. If Customer refuses to accept shipment within 30 days of such notification, a \$3.00 per day storage fee may apply. Customer is responsible for tracking shipments and ensuring a representative is available to receive the package.

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shipments, price changes, and fees up to and including the full purchase price of the originally ordered Systems.

FREIGHT & SHIPPING

All Systems are shipped F.O.B. Summit's facility or place of origin and are transported via third-party freight carrier (the "Carrier"). Prior to shipping, the Systems are inspected by Carrier and acknowledged to be in good condition in a signed writing. Title and risk of loss passes to Customer upon placement of the System with the Carrier.

Customers can select their own carriers by submitting a written request to Summit that includes the carrier's name, address, contact information and phone number, at the time the order is placed.

DELIVERY AND ACCEPTANCE

Customers or their representative shall unpack and inspect the Systems immediately upon arrival. Any System damage, flaw, loss, or shortage (collectively "Delivery Damage") must be noted at the time of delivery and corresponding claims shall be made directly to the Carrier.

Any errors, nonconformities, or inconsistencies with order specifications (other than Delivery Damage) (collectively, "Non-Conforming Product") shall be reported to Summit, in writing at info@summitautomation.com within 48 hours of receipt of the shipment. All such claims shall be accompanied by photographs and other documentary evidence sufficient for Summit to evaluate the claim. Summit shall have the right to inspect any Non-Conforming Product and may request the return of the Non-Conforming Product to facilitate such inspection. If, upon inspection, Summit determines that the claim is unsubstantiated, the return will be rejected, and handling and restocking charges will be assessed.

Failure to report a claim of Delivery Damage or Non-Conforming Product within the time frames set forth herein shall constitute a waiver of all such claims by the Customer and the acceptance of the Systems as delivered.

CUSTOM REQUESTS

Custom requests may be submitted. If accepted, custom requests may be subject to additional pricing and extended lead times. Deposits on custom orders are not refundable.

ORDER MODIFICATIONS/CANCELLATIONS

Customer is solely responsible for reviewing all information in the Quote, Purchase Order, or invoice, including without limitation, System quantities, type, and specifications, Customer information, and delivery address. Any order changes, modifications, revisions, or cancellations made after the order is placed may result in delayed or multiple

RETURNS AND CUSTOMER REPAIRS

No Systems, including Nonconforming Product, shall be returned without Summit's written consent. Unauthorized returns will be reshipped to the delivery address. All authorized returns of Systems, other than Nonconforming Products, may be subject to in/out freight and handling charges and the restocking fee specified in the written return authorization. All approved returns must be returned in their original packaging and in the same condition as when received.

Charges for third-party repairs made by or at the direction of Customer, will not be reimbursed without prior written authorization from Summit.

SYSTEM CHANGES AND VARIATIONS

Summit's Systems undergo performance, endurance and safety testing in accordance with the Underwriters Laboratory, Inc. (UL) 325 standard. Summit's systems should not be modified or used in any setting or configuration exceeding or different from the UL 325 testing parameters. Any such use or modification may cause property damage, severe injury, and as described below, may void Summit's Limited Warranty. For more information about the UL 325 standard, contact your sales representative.

Summit reserves the right to make changes to the design, materials, components, and specifications of its Systems at any time. If a change is made, after the order is placed, that will materially alter the fit, form or function of the System, Summit will provide notice prior to shipment.

PRODUCT SUITABILITY

Not all Systems, features, and specifications are suitable for every door system, project, use, or application. Although Customer may provide some project information to Summit, Summit is not responsible for independently investigating the accuracy of such information or seeking all additional information that may impact System selection, or determine whether a particular System, specification, or feature is suitable for the intended door, project, design, space, application, climate, property, structural requirements, condition, use, applicable law, code or regulation, or Customer need or purpose. Any recommendations made by Summit are based solely on the information provided by Customer. Summit is not responsible and shall have no liability whatsoever for recommendations that resulted in the purchase or use of unsuitable Systems if such recommendation resulted from Customer's failure to provide accurate or complete information.

WARRANTY; EXCLUSIVE REMEDY

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Summit provides a Limited Warranty with its Systems, available at <https://summitautomation.com/warranty-registration/>, which covers defects in materials for one year from the date of purchase (if a warranty card is not on file with Summit) or the date of final trim (if a warranty card is on file with Summit), subject to the conditions and restrictions stated below (the "Limited Warranty").

The Limited Warranty does not cover conditions that are not product defects or conditions caused by factors outside of Summit's control, including, but not limited to:

- Weather conditions or related natural occurrences, including, but not limited to, rain, wind, snow, hail, sleet, humidity, condensation, mold, mildew, earthquake, hurricanes, mud slides, tsunamis, or similar events.
- Other environmental stresses, including, but not limited to, structural movement or vibration, soils movement, or exposure to salt or other corrosive agents.

The Limited Warranty is void under the following conditions:

- The System is not installed by a Summit Certified Installer or is installed in a manner inconsistent with Summit's installation instructions and guidelines.
- The System is modified, altered, or changed by Customer or any third-party.
- The System is modified or used in any setting, configuration, or manner that exceeds or is different from UL 325 testing parameters.
- The System is used for a purpose other than for which it was intended.
- The System was not installed or maintained in accordance with Summit's written installation instructions and all applicable building codes and standards, including conditions caused by installer's failure to leave the System unplugged until the final trim is performed (after the completion of the door installation).

An extended warranty is available for purchase on the date the System is initially purchased; contact a Summit representative for details.

SUMMIT'S LIMITED MATERIALS WARRANTY, DESCRIBED HEREIN, IS THE EXCLUSIVE WARRANTY OFFERED BY SUMMIT. SUMMIT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS OF ANY KIND, EITHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, CONDITION, DURABILITY, OR SUITABILITY FOR AN INTENDED DOOR, PROPERTY, USE, LOCATION, APPLICATION, OR DESIGN.

SUMMIT'S SYSTEMS DO NOT ALTER OR ENHANCE THE LOCKING MECHANISM OF THE DOOR SYSTEM ON WHICH THEY ARE INSTALLED. SUMMIT IS NOT RESPONSIBLE FOR ANY CLAIMS, DAMAGES, OR LOSSES RELATED TO OR CONNECTED WITH DOOR LOCKING MECHANISMS.

SUMMIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT OR PUNITIVE DAMAGES RESULTING FROM OR CONNECTED WITH: (i) ANY CLAIM, WHETHER BASED ON A BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER TORT OR (ii) THE TENDER OF DEFECTIVE OR NON-CONFORMING GOODS. IN NO EVENT SHALL SUMMIT'S LIABILITY EXCEED THE PURCHASE PRICE PAID FOR THE SUBJECT SYSTEM.

INDEMNITY

Customer shall indemnify, defend and hold harmless Summit, including its officers, directors, employees, agents, representatives, parents, subsidiaries, and affiliates and each of them (collectively, "Affiliates"), from and against any and all claims, causes of action, liabilities, costs, losses, expenses or damages of any kind or nature whatsoever, (including, but not limited to, reasonable attorneys' fees, and any applicable fines or penalties) of every kind and nature whatsoever (collectively, "Claims") arising from or connected with: (1) the negligent act or omission of Customer, including its Affiliates, subcontractors, and independent contractors; or (2) Customer's breach of this Agreement.

RELATIONSHIP

Customers, and their employees, agents, and representatives, operate as independent contractors and are not employees, agents, or representatives of Summit, nor are they in a partnership or joint venture with Summit. No right is given to the Customer to enter into any agreement or commitment in the name of or on behalf of Summit or to bind Summit in any respect whatsoever. Neither shall anything contained herein or done in pursuance hereof, be deemed to authorize a Customer to act as the legal representative of Summit for any purpose whatsoever.

SEVERABILITY

In the event any provision in this Agreement is declared by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be enforced to the maximum extent enforceable and the other provisions shall not be affected but shall remain in full force and effect.

GOVERNING LAW

These Terms and any sale of Systems hereunder shall be governed and construed in accordance with the laws of the State of Arizona, without regard to conflicts of laws rules.

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All claims, disputes or controversies arising out of or relating to this Agreement or the use of the Systems shall be submitted to arbitration in Phoenix, Arizona by a single arbitrator, mutually agreed to by the parties. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") for U.S. Sales, except that the Arizona Rules of Evidence shall apply. The arbitration need not be conducted by or through AAA. Except as provided herein, the arbitration shall not be brought or adjudicated on a representative, collective, consolidated, or class action basis and the Customer and/or any other person or entity making a claim against Summit pursuant to this Agreement (collectively "Claimants") waives any and all rights to: (1) assert any claim against Summit on a representative or collective basis; (2) represent or participate in any class action against Summit; (3) join any third-party's claims in a single arbitration against Summit; or (4) consolidate Claimants' arbitration with Summit with any other arbitration involving a third-party. Nothing in this section shall prevent Summit, in its sole discretion, from joining or consolidating any arbitration with Claimant with an arbitration between Summit and a third-party regarding the same claim or transaction. In the event of any conflict between this provision and the AAA Commercial Arbitration Rules, this provision shall control. Any judgment on the award rendered by the arbitrator may be entered in any U.S. court having jurisdiction.

FORCE MAJEURE

Summit shall not be liable for delays or failures in performance hereunder arising from factors outside its control, including, but not limited to, labor disputes or accidents, shortages of labor, materials, fuel or power, epidemics, pandemics, riots, street closures, terrorism, governmental restrictions, mandates, or orders, fires, floods, or other weather conditions, or acts or omissions of Customer or any other third-party.

NO WAIVER

In the event Summit decides, in its sole discretion, to deviate from any of the provisions in this Agreement, such exception must be in a signed writing to be valid and shall apply only to the limited circumstance and limited time for which it was granted and shall not be construed as a waiver of Summit's right to strictly enforce any provision thereafter.

INTELLECTUAL PROPERTY

Customer acknowledges and agrees that all intellectual property rights relating to the Systems, Summit, and/or this Agreement, including but not limited to all trademarks, service marks, copyrights, patents, trade names, trade secrets, logotypes, photography, advertising and other commercial symbols, and goodwill (collectively "Intellectual Property"), whether registered or not, including, but not limited to those used on Summit's

website: used on or related to Summit's website: www.summitautomation.com are and shall remain the sole property of Summit. Nothing in this Agreement shall be deemed to confer upon or transfer to Customer any right, title, interest, license, right to use Summit's Intellectual Property. Customer further agrees to immediately report to Summit any illegal use or infringement of Summit's Intellectual Property.

CONFIDENTIAL INFORMATION

Customer and Summit acknowledge that it may be necessary to share information of a confidential nature, such as information relating to either parties' services, products, personnel, clients, financial data, plans, forecasts, Intellectual Property, methodologies, algorithms, agreements, market intelligence, technical concepts, customer information, strategic analyses, pricing, internal developments, publications, accountings, or other conducted or planned activities (collectively "Confidential Information"). Both parties agree that such information shall not be used for any purpose other than the performance of this Agreement or disclosed to third-parties. In the event Confidential Information is required to be disclosed by applicable law, prompt notice of such prospective disclosure shall be provided to the disclosing party to permit the opportunity to seek appropriate relief. The Parties acknowledge that any use or disclosure of Confidential Information in a manner inconsistent with this provision will cause irreparable damage and may entitle the damaged party to injunctive or other equitable relief, in addition to any other remedies available by law or under this Agreement.