

CONCEALFAB STANDARD PURCHASE TERMS AND CONDITIONS

1. **Controlling Terms:** The following terms and conditions of sale (these "Terms and Conditions") are applicable to all quotations, proposals, and purchase orders by and between CFG Systems, Inc. d/b/a ConcealFab Corporation ("ConcealFab") and Purchaser. These Terms and Conditions are incorporated by reference and made an integral part of all such quotations, proposals, and purchase orders. These Terms and Conditions, together with any such quotations, proposals, and purchase orders executed by ConcealFab constitute the complete and exclusive agreement between the parties hereto and supersede all previous communications, representations, or agreements, whether oral or written, between the parties with respect to the subject matter hereof.
2. **Acceptance:** Proposals are valid for 30 days from the date delivered to Purchaser and is subject to re-quote until accepted by Purchaser, and until Purchaser's credit is approved by ConcealFab. ConcealFab may modify payment terms in its sole discretion upon review of Purchaser's credit report and past payment history. Purchaser's acceptance of the Proposal will constitute a purchase order (the "Order"), and Purchaser may only accept a Proposal by accepting all of the terms of the Proposal and these Terms and Conditions, unless changes are approved in writing and executed by the authorized representatives of both parties. All pricing and clerical errors are subject to change and/or correction by ConcealFab, without notice. **ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED IN PURCHASER'S ACCEPTANCE OR PURCHASE ORDER ARE HEREBY DEEMED MATERIAL ALTERATIONS OF THE PROPOSAL AND ARE REJECTED BY CONCEALFAB.** These Terms and Conditions may be modified only by written instrument executed by the authorized representatives of both parties. If there is a conflict between the terms of these Terms and Conditions and a purchase order or similar document issued by Customer, the terms of these Terms and Conditions shall control.
3. **Assignment by ConcealFab:** ConcealFab hereby reserves the right to assign, transfer, subcontract, or delegate responsibilities of the Order without prior approval of Purchaser. Any such transfer shall not relieve ConcealFab from its obligations pursuant to the Order and these Terms and Conditions.
4. **Payment Terms:** Standard terms are as follows, except as noted in the "Special Exceptions" list below. Subject to the credit approval of Purchaser, payment terms are "net 30 days after invoicing." ConcealFab will invoice Purchaser on the shipment date unless otherwise provided in the Proposal. Balances remaining unpaid 30 days after invoicing will accrue interest at the lesser of one and one-half percent (1½%) per month or the maximum allowed by applicable law. All costs of collection, including attorneys' fees or fees paid to a collection agency shall be paid by Purchaser, all of which shall be added to the balance of the amount owed to ConcealFab.

Special Exceptions:

- a. Project Orders over \$100,000 require a 25% deposit before ConcealFab will commence work. The final balance plus applicable shipping and any taxes shall be

- paid in accordance with the standard payment terms listed above.
- b. ConcealFab may collect sales and similar taxes as required by applicable law. To the extent ConcealFab does not collect such taxes, Purchaser shall pay all such taxes due directly to the applicable taxing authority.
 - c. Fees for engineering services that are not accompanied by a material order shall be payable in full prior to work commencement.
 - d. ConcealFab may grant Purchaser up to \$5,000 in “instant” credit per Order to purchase eligible ConcealFab products under an instant credit program. Payment terms for products purchased under an instant credit program are net 15 days after invoicing. ConcealFab reserves the right to modify or cancel any instant credit program or eligible products in its sole discretion.
 - e. Payment for 5G film installation training classes is due in full a minimum of 10 business days before the start of the scheduled training class.
 - f. ConcealFab reserves the right to customize the standard payment terms and conditions to adapt to unique market, customer, and project circumstances in its sole discretion.
5. **Cancellation:** Cancellation of an Order must be requested by Purchaser in writing and approved by ConcealFab in writing. Any Order cancelled after work is initiated by ConcealFab shall incur a cancellation fee of a minimum of 15% of the final price of the product. Actual total cancellation fee charged shall be determined by ConcealFab in its reasonable discretion, and shall include, without limitation, all costs for any material ordered and work done prior to cancellation, and the cost of cancelling any orders or agreements with ConcealFab’s vendors or subcontractors, each with a reasonable profit margin thereon. If, in ConcealFab’s reasonable opinion, there shall be any material adverse change in Purchaser’s financial condition or in the conduct of Purchaser’s business, ConcealFab may, in its sole discretion, treat any Order as though it had been cancelled by Purchaser.
6. **Delivery, Title, and Risk of Loss:** Proposal prices are F.O.B. ConcealFab’s dock in Colorado Springs, Colorado, U.S.A. and do not include shipping costs or offloading at destination site unless otherwise specified. Materials will be shipped via local ground carrier or other appropriate shipping methods, and shipping costs will be pre-paid by ConcealFab and invoiced to Purchaser unless other arrangements have been agreed to in writing by both parties prior to the shipment of any materials. Such costs will be added to the purchase price. Title and risk of loss shall pass to Purchaser upon delivery to the shipper at ConcealFab’s dock. Purchaser may inspect the materials at ConcealFab’s facility, or provide for inspection at the point of receipt of shipment. Any delivery dates set forth on the Proposal or the Order shall be estimates only, and ConcealFab shall not be responsible for late delivery of any products.
7. **Uncollected Orders:** Should Purchaser arrange for Order collection at ConcealFab’s dock, ConcealFab, in its sole discretion, shall have the right to invoice Purchaser if the Order has not been collected by Purchaser after 30 days from being notified by e-mail that the Order is available for collection. ConcealFab will invoice Purchaser for the product purchase price and assess tax at the local tax authority tax rate. Risk of loss and title of the Order shall

pass to Purchaser upon such invoice. In such event, ConcealFab shall not be considered a bailee, and shall not be responsible for the loss and/or damage to the goods whether by bailment or otherwise, and Purchaser agrees to insure the goods and be responsible for any loss or damage to the goods, unless such loss or damage arises from ConcealFab's willful misconduct or gross negligence. ConcealFab's insurance coverage, if any, shall be deemed to be secondary to any insurance of Purchaser. Purchaser shall pay all remaining taxes due directly to the applicable taxing authority. ConcealFab, in its sole discretion, will assess a storage charge of a minimum of \$15.00 per day until such time Purchaser collects the Order from ConcealFab or modifies shipping arrangements with ConcealFab in writing for the Order to be shipped or released to the Purchaser.

8. **Damage or Missing Material Claims:** Purchaser shall inspect all goods immediately upon receipt to ensure that all materials are accounted for and in good condition. If anything is found to be missing, incorrect or damaged, ConcealFab must be notified in writing within 48 hours of receipt. FAILURE TO DO SO SHALL BE DEEMED ACCEPTANCE BY PURCHASER AND WILL THEREBY RELEASE CONCEALFAB OF ALL LIABILITY THEREFOR. If any damage has occurred during shipping, Purchaser must document the damage description on the Bill of Lading that the driver keeps. Purchaser's copy of the Bill of Lading with the claims information should also be faxed or scanned/emailed to ConcealFab within 48 hours of receipt. Only claims that are on the driver's Bill of Lading can be filed for potential reimbursement. Under no conditions shall ConcealFab be liable for any back charges with regard to labor, equipment, or lost time.
9. **Exclusions From Proposal Price:** Unless specifically stated otherwise in a Proposal, the following are excluded and will not be provided by ConcealFab: Antennas, coaxial cable or parts, waveguide, entry ports, painting of products, site supervision, site measurements, crane, scaffolding, taxes, major structural renovations, structural analysis, soil reports, foundation materials, excavation, attachment design, lighting, permits or license fees, engineering certifications, structural attachment fasteners, special insurance coverage, shipping, offloading, and installation of any materials not provided by ConcealFab. In addition, any change orders may result in additions to the price stated in the Proposal. Additional charges may be made for special boxing, packing, crating, or cartage unless otherwise agreed.
10. **Lead Times:** Order lead times or timeframes listed do not include time required for Purchaser approvals, and all timeframes will be automatically extended as needed to compensate for Purchaser approvals. Up to two approvals of drawings (at preliminary and final stages) will be required of Purchaser before material fabrication will commence. ConcealFab shall be excused for any delay in material delivery due to the following circumstances: Acts of God, natural disasters, war, riot, accident, strike, labor shortage, union stoppage, or any other circumstances that are beyond ConcealFab's reasonable control.
11. **Packaging For Shipment:** Proposals includes packaging for standard ground domestic shipments. If special packaging is necessary such as for air shipment, ocean freight, etc.,



additional charges may apply and will be added to the purchase price for the Order.

12. **Orders Put On Hold Or Postponed Delivery Dates:** If Purchaser places the Order "on hold" for a period greater than 30 days, ConcealFab shall invoice Purchaser for work completed to that date. If Purchaser postpones the shipment or delivery date despite ConcealFab's substantial completion of the Order, Purchaser agrees to sign a "Bill and Hold Authorization" form allowing ConcealFab to invoice Purchaser in full as of the original shipment date. Purchaser agrees to comply with the payment terms set by ConcealFab, unless otherwise agreed in writing by both parties. If Purchaser requests that ConcealFab hold the shipment and retain the goods, then title and risk of loss will pass to Purchaser upon completion of the Order, or the agreed-upon shipment date whichever is earlier. In such event, ConcealFab shall not be considered a bailee, and shall not be responsible for the loss and/or damage to the goods whether by bailment or otherwise, and Purchaser agrees to insure the goods and be responsible for any loss or damage to the goods, unless such loss or damage arises from ConcealFab's willful misconduct or gross negligence. ConcealFab's insurance coverage, if any, shall be deemed to be secondary to any insurance of Purchaser.

13. **Proprietary Notice:** All drawings, calculations, design elements, and engineering work provided by ConcealFab and arising out of or evolving as a result of ConcealFab's rendering services to Purchaser, or providing and designing systems and goods for Purchaser's use, are considered ConcealFab's proprietary information, whether patentable or not. Purchaser agrees not to attempt to enforce against ConcealFab or other clients or customers of ConcealFab any patent rights or other intellectual property rights, the scope of which includes a system, process, business method or intellectual property right utilizing goods or services delivered hereunder by ConcealFab. Purchaser agrees to hold all such information as strictly confidential. Reproduction or distribution of any ConcealFab supplied drawings without ConcealFab's advance written consent is expressly prohibited.

14. **Warranty, Shortage and Damage Claims:** ConcealFab warrants its products against defects in material and workmanship under normal use and service, for a period of one year from the date of shipment. ConcealFab does not warrant its products and performance when non-ConcealFab materials and products are combined with or used in conjunction with ConcealFab products and materials, unless otherwise specified in writing by an authorized ConcealFab employee. This warranty extends only to the original buyer or end-user. It is agreed and understood between the parties that, except as specified above, no further warranty or representation, oral or written, express or implied, has been given to Purchaser and are expressly disclaimed. **THIS WARRANTY IS IN LIEU OF, AND CONCEALFAB EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF CONCEALFAB, OTHER THAN A PROPERLY AUTHORIZED OFFICER, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.** Purchaser understands and agrees that any "mock up" of any product that ConcealFab may have provided to Purchaser is not intended to be, nor shall it be construed as, an



affirmation, promise, description, or sample of the final product described in the Documents, and Purchaser specifically represents that such mockup is not part of the basis of the bargain reached herein.

If ConcealFab breaches any warranty provided to Purchaser, and if Purchaser notifies ConcealFab of such breach at or prior to the end of the warranty period applicable thereto, ConcealFab shall, at its option, either replace or repair the nonconforming goods or refund all amounts paid by Purchaser to ConcealFab for such goods. **THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY BY CONCEALFAB.** The sole purpose of this remedy is to provide Purchaser with the repair or replacement of goods or, at ConcealFab's option, to refund the price paid by Purchaser for such goods. This remedy shall not be deemed to have failed of its essential purpose so long as ConcealFab is willing to take one of the foregoing actions.

ConcealFab shall have 60 days after its receipt of a written notice specifying a warranty claim in order to review the claim, confirm applicability of warranty, and commence a diligent attempt to remedy the claim.

Purchaser shall not use any goods or services delivered hereunder for any purpose other than that identified in ConcealFab's literature as the intended use of such goods. **ANY WARRANTY GRANTED BY CONCEALFAB TO PURCHASER SHALL BE DEEMED VOID IF ANY GOODS COVERED BY SUCH WARRANTY ARE USED FOR ANY PURPOSE NOT PERMITTED HEREUNDER.**

15. **Limitation of Liability:** CONCEALFAB'S LIABILITY UNDER THE WARRANTY SHALL BE LIMITED TO A REFUND OF PURCHASER'S PURCHASE PRICE. IN NO EVENT SHALL CONCEALFAB BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS BY PURCHASER OR PURCHASER'S CUSTOMER, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF WARRANTY OR FOR ANY LOSS OF DATA, PROFITS OR USE OF THE PRODUCT. THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ConcealFab is not liable for loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes. ConcealFab further reserves the right, in its sole discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

16. **Installation and Maintenance:** Unless otherwise specified in writing on a proposal provided by an authorized representative of ConcealFab, Purchaser assumes all responsibility for installation of any products. Purchaser assumes responsibility for maintenance on the goods sold to Purchaser. In particular, where the products are used as



structures (or to build structures) that people or animals may occupy or enter, it is the responsibility of Purchaser to design, engineer and implement the products in such a way that is not hazardous. ConcealFab expressly rejects responsibility for the design, engineering and implementation by Purchaser. Providing plans, picture or instructions for such installation in no way implies any warranty or safety of said installation or uses.

17. **Returns:** ConcealFab will not accept returns for custom made products for any reason, provided that ConcealFab will accept returns made solely for repair or replacement under the express warranties set forth in these Terms and Conditions, but only if ConcealFab has previously authorized said returns in writing. Standard (non- custom) products may not be returned without the written consent of ConcealFab obtained within 30 days after shipment, and only upon the following conditions: (a) all returned products must be in excellent and merchantable condition and in the original packaging; (b) the outbound and return freight must be pre-paid; and (c) the return is subject to certain charges depending on handling/restocking, as well as current pricing and products.
18. **Storage:** ConcealFab will invoice for ordered materials upon completion of material fabrication. Purchaser agrees to sign a "Bill and Hold Authorization" form and comply with the net-30 days payment terms regardless of shipment status. If Purchaser requires ConcealFab to hold materials after fabrication completion for a period of greater than 30 days, Purchaser will be subject to a minimum \$15.00 per day storage charge from the completion date to the date of release to Purchaser.
19. **Change Orders Added to Proposal Price:** ConcealFab reserves the right to increase the purchase price of the goods to reasonably compensate ConcealFab for the labor and material costs associated with any change order submitted by Purchaser. Any such increases shall be charged at ConcealFab's standard rates as are then in effect and will be deemed part of the Order.
20. **Arbitration:** BY ACCEPTING THE PROPOSAL AND THESE TERMS AND CONDITIONS, THE PARTIES AGREE THAT ANY DISPUTE BETWEEN THEM SHALL BE SUBJECTED TO BINDING ARBITRATION THROUGH THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE RULES OF THE FEDERAL ARBITRATION ACT. THE ARBITRATION SHALL BE CONDUCTED IN COLORADO SPRINGS, COLORADO, U.S.A. IN THE DISCRETION OF THE ARBITRATOR(S), THE COSTS OF ARBITRATION (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES OF BOTH PARTIES) MAY BE BORNE BY THE NON-PREVAILING PARTY. COLORADO LAW WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THE PROPOSAL, THE ORDER AND THESE TERMS AND CONDITIONS WITHOUT REGARD TO RULES REGARDING CONFLICTS OF LAWS.
21. **ConcealFab Remedies:** Without waiving any other rights or remedies available to it under applicable law or otherwise, ConcealFab may, at its option, defer shipment or deliveries hereunder, or under or pursuant to any other contract with Purchaser, until all past-due accounts of Purchaser to ConcealFab have been satisfied in full. Purchaser waives all notices and demands to which it might be entitled under applicable law. ConcealFab may



exercise all rights available to it and Purchaser agrees that such rights shall be cumulative.

22. **Marketing/Advertising:** ConcealFab reserves the right to use photography of any goods and materials upon installation in its marketing and advertising unless otherwise requested by Purchaser or prohibited by law. Images may be used in any media, for any purpose, including without limitation, advertising, promotion, marketing, website, and other purposes.
23. **Governing Law and Forum:** THESE TERMS AND CONDITIONS, THE PROPOSAL, AND THE ORDER SHALL ALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF. THE EXCLUSIVE JURISDICTION FOR ALL DISPUTES ARISING OUT OF ANY OF THESE TERMS AND CONDITIONS, THE PROPOSAL, OR THE ORDER SHALL BE IN THE STATE COURTS LOCATED IN COLORADO SPRINGS, COLORADO, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO, AND THE PARTIES HERETO EXPRESSLY SUBMIT TO THE JURISDICTION OF SAID COURTS AND BOTH PARTIES WAIVE TRIAL BY JURY IN ANY SUCH ACTION.
24. **Severability:** If any portion of these Terms and Conditions is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement, and the parties further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.
25. **Failure to Enforce:** The failure to enforce any provision or provisions of these Terms and Conditions shall not in any way be construed as a waiver of such provision or provisions, nor prevent ConcealFab thereafter from enforcing each and every other provision of these Terms and Conditions.
26. **Assignment by Purchaser:** Neither these Terms and Conditions nor any Proposal or Order is assignable without ConcealFab's prior written consent.
27. **Notices:** All notices and other communications pertaining to these Terms and Conditions shall be in writing and shall be deemed to have been given by a party hereto if personally delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid to the address indicated on the Order or Proposal. A notice sent by certified mail shall be deemed to be given on the third business day after the mailing date.