

SHIPPER'S LETTER OF INSTRUCTION

U.S. PRINCIPAL PARTY IN INTEREST (USPPI) Stolle Machinery Company, LLC 6949 South Potomac Street Centennial, CO 80112		 Stolle Machinery Company, LLC 6949 South Potomac Street Centennial, CO 80112		
USPPI EIN 80-0294712	PARTIES TO THE TRANSACTION <input type="checkbox"/> RELATED <input type="checkbox"/> NON-RELATED	INSTRUCTIONS: Enter Stolle's <i>shipment number</i> in the designated field for shipment reference number in the ACE website.	SHIPMENT NUMBER 514356	
ULTIMATE CONSIGNEE ROYAL CAN MAKING CO. NAHYAT BAZIAN, KANI SHAYTAN - SULAYMANYIAH KIRKUK HWY IQ - IRAQ	PURCHASE ORDER # 2025000433		SALES ORDER # C294935-2	
	CONSIGNEE TYPE Direct Consumer			
	POINT OF ORIGIN (STATE) Colorado			
	COUNTRY OF ULTIMATE DESTINATION Iraq			
INTERMEDIATE CONSIGNEE	SHIPMENT TERMS PREPAID <input type="checkbox"/> COLLECT <input checked="" type="checkbox"/>			
	ROUTED EXPORT TRANSACTION Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
FORWARDING AGENT	HAZARDOUS MATERIALS Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

SCHEDULE B DESCRIPTION OF COMMODITIES

D/F	SCHEDULE B NUMBER	QUANTITY SCHEDULE B UNIT(S)	SHIPPING WEIGHT (Kilograms)	ECCN; PART DESCRIPTION (IE EAR99, SPARE PARTS)	VALUE (U.S. dollars)
PLEASE SEE ATTACHED					

All remaining items are non-licensable Schedule B/HTS Numbers valued at less than \$2500 and do not require AES Filing

LICENSE REQUIRED? NLR	ECCN EAR99	These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Division contrary to U.S. Law is prohibited.
DULY AUTHORIZED EMPLOYEE Noel Sanchez		
SIGNATURE 	**The USPPI authorizes the forwarder named above to act as forwarding agent for export control and customs purposes.**	
TITLE Logistics		
DATE 2/4/2026	Confidential - For use solely for official purposes authorized by the Secretary of Commerce (13 U.S.C. 310(g)).	
TELEPHONE NO. 303-708-9044	E-MAIL ADDRESS Noel.Sanchez-Cervantes@StolleMachinery.com	



Stolle Machinery Company LLC
 6949 S. Potomac Street
 Centennial CO 80112 USA
 Phone: 303-708-9044

Commercial Invoice
For Customs Clearance

Invoice Number: 514356
Date: 2/4/2026

Bill To 1026401
 ROYAL CAN MAKING CO.
 NAHYAT BAZIAN,
 KANI SHAYTAN
 - SULAYMANYIAH KIRKUK HWY
 IQ - IRAQ

Consignee 1026401
 ROYAL CAN MAKING CO.
 NAHYAT BAZIAN,
 KANI SHAYTAN
 - SULAYMANYIAH KIRKUK HWY
 IQ - IRAQ

SHIPPING METHOD SEE BELOW
NUMBER PCS / WEIGHT 1.00 / 640.47 kg
B/L 1 crate 66x48x39

INCOTERMS Exwk Centennial CO Incoterms 2010
TERMS 90 Days Net
PRO NO 1412 lb
ITN

Order No. Line No. Rel No.	PO Number Part Number Part Number Description	HS Classification Country of Origin	Qty. Delivered Unit of Measure Notes	Unit Value USD	Total Value USD	Net Weight Each	Net Weight Total
C294935-2 4 1	2025000433 222177178 SUB-ASSY, SS HOSE, 5FT	4009320050 MEXICO	2.00 EA	746.36	1,492.72	0.782	1.56 kg
Total HS Code - DOMESTIC		4009320050					
Total HS Code - FOREIGN		4009320050	2.00		1,492.72		1.56 kg
Total HS Code - TOTAL		4009320050	2.00		1,492.72		1.56 kg
C294935-2 3 1	2025000433 222037229 SUB-ASSY, SUPPLY HOSE	4009420050 UNITED STATES	2.00 EA	247.50	495.00	3.470	6.94 kg
Total HS Code - DOMESTIC		4009420050	2.00		495.00		6.94 kg
Total HS Code - FOREIGN		4009420050					
Total HS Code - TOTAL		4009420050	2.00		495.00		6.94 kg
C299002 2 1	2025000804 QT450-964-00 BELT, TIMING	4010360000 UNITED STATES	10.00 EA	185.64	1,856.43	0.200	2.00 kg
Total HS Code - DOMESTIC		4010360000	10.00		1,856.43		2.00 kg
Total HS Code - FOREIGN		4010360000					
Total HS Code - TOTAL		4010360000	10.00		1,856.43		2.00 kg



Stolle Machinery Company LLC
 6949 S. Potomac Street
 Centennial CO 80112 USA
 Phone: 303-708-9044

Commercial Invoice
For Customs Clearance

Invoice Number: 514356
Date: 2/4/2026

C297582	2025000687	4010390000	2.00	229.64	459.29	2.177	4.35 kg
14	222026196	UNITED STATES	EA				
1	BELT, TIMING 1260XH200						

Total HS Code - DOMESTIC	4010390000	2.00		459.29			4.35 kg
Total HS Code - FOREIGN	4010390000						
Total HS Code - TOTAL	4010390000	2.00		459.29			4.35 kg

C300986	2025000936	4016930000	12.00	996.93	11,963.16	2.296	27.55 kg
2	095026	UNITED STATES	EA				
1	SPRING, DONUT (YELLOW) - PRIDE						

Total HS Code - DOMESTIC	4016930000	12.00		11,963.16			27.55 kg
Total HS Code - FOREIGN	4016930000						
Total HS Code - TOTAL	4016930000	12.00		11,963.16			27.55 kg

C294935-2	2025000433	7307221000	2.00	120.60	241.20	0.280	0.56 kg
9	222104586	CHINA	EA				
1	FITTING, 1-1/4 MNPT X 3/4 FNPT SS						

C294935-2	2025000433	7307221000	2.00	30.09	60.17	0.122	0.24 kg
8	222022293	CHINA	EA				
1	ADAPTER, 3/4" MPT X 1-1/16-12 MJIC, SS						

C294935-2	2025000433	7307221000	2.00	30.87	61.74	0.136	0.27 kg
6	222025013	CHINA	EA				
1	FITTING, AQ 259-2081-16-12						

Total HS Code - DOMESTIC	7307221000						
Total HS Code - FOREIGN	7307221000	6.00		363.11			1.08 kg
Total HS Code - TOTAL	7307221000	6.00		363.11			1.08 kg

C294935-2	2025000433	7307290000	4.00	25.20	100.80	0.294	1.179 kg
7	222334636	CHINA	EA				
1	FITTING, PIPE, REDUCER, BUSHING, 1-1/2 X 3/4, SS						

Total HS Code - DOMESTIC	7307290000						
Total HS Code - FOREIGN	7307290000	4.00		100.80			1.179 kg
Total HS Code - TOTAL	7307290000	4.00		100.80			1.179 kg



Stolle Machinery Company LLC
 6949 S. Potomac Street
 Centennial CO 80112 USA
 Phone: 303-708-9044

Commercial Invoice
For Customs Clearance

Invoice Number: 514356
Date: 2/4/2026

C294935-2	2025000433	7307929000	8.00	55.05	440.42	0.181	1.45 kg
5	222022192	CHINA	EA				
1	ELBOW, AQ 259-2024-12-12						

Total HS Code - DOMESTIC	7307929000						
Total HS Code - FOREIGN	7307929000	8.00		440.42			1.45 kg
Total HS Code - TOTAL	7307929000	8.00		440.42			1.45 kg

C300986	2025000936	7318159000	24.00	129.84	3,116.23	0.952	22.86 kg
5	SN701076	CHINA	EA				
1	STUD, TIE DOWN						

Total HS Code - DOMESTIC	7318159000						
Total HS Code - FOREIGN	7318159000	24.00		3,116.23			22.86 kg
Total HS Code - TOTAL	7318159000	24.00		3,116.23			22.86 kg

C300986	2025000936	7318160000	40.00	1.08	43.20	0.040	1.60 kg
6	013970	CHINA	EA				
1	NUT, FULL HEAVY HEX 3/4-10 GR 2H						

C300579	2025000916	7318160000	20.00	9.38	187.56	0.027	0.54 kg
2	QT450-807-00	UNITED STATES	EA				
1	BEARING NUT NT-05						

Total HS Code - DOMESTIC	7318160000	20.00		187.56			0.54 kg
Total HS Code - FOREIGN	7318160000	40.00		43.20			1.60 kg
Total HS Code - TOTAL	7318160000	60.00		230.76			2.14 kg

C300579	2025000916	7318220000	20.00	30.76	615.24	0.045	0.91 kg
42	QT450-234-01	UNITED STATES	EA				
1	OUTER SPACER, CAN PAD HOUSING BEARING						

C300579	2025000916	7318220000	20.00	30.76	615.24	0.045	0.91 kg
41	QT450-235-01	UNITED STATES	EA				
1	INNER SPACER, CAN PAD HOUSING BEARING						

C300579	2025000916	7318220000	10.00	19.85	198.45	0.009	0.09 kg
27	QT450-871-00	UNITED STATES	EA				
1	SNAP RING, EXTERNAL .750						

Total HS Code - DOMESTIC	7318220000	50.00		1,428.93			1.91 kg
Total HS Code - FOREIGN	7318220000						
Total HS Code - TOTAL	7318220000	50.00		1,428.93			1.91 kg



Stolle Machinery Company LLC
 6949 S. Potomac Street
 Centennial CO 80112 USA
 Phone: 303-708-9044

Commercial Invoice
For Customs Clearance

Invoice Number: 514356
Date: 2/4/2026

C298840	2025000793	7326908695	3.00	10.74	32.21	0.020	0.06 kg
12	222094290	UNITED STATES	EA				
1	BALL PLUNGER, HEX DRIVE						

Total HS Code - DOMESTIC	7326908695	3.00	32.21	0.06 kg
Total HS Code - FOREIGN	7326908695			
Total HS Code - TOTAL	7326908695	3.00	32.21	0.06 kg

C299206	2025000799	7412200000	10.00	9.66	96.57	0.005	0.05 kg
3	730012	UNITED STATES	EA				
1	FITTING, AQ 38-190627-2-4						

Total HS Code - DOMESTIC	7412200000	10.00	96.57	0.05 kg
Total HS Code - FOREIGN	7412200000			
Total HS Code - TOTAL	7412200000	10.00	96.57	0.05 kg

C298360	2025000749	8204110060	5.00	101.94	509.72	0.159	0.79 kg
7	SST-1394-00	UNITED STATES	EA				
1	WRENCH, CAN PAD						

Total HS Code - DOMESTIC	8204110060	5.00	509.72	0.79 kg
Total HS Code - FOREIGN	8204110060			
Total HS Code - TOTAL	8204110060	5.00	509.72	0.79 kg

C298366	2025000759	8424909080	4.00	137.36	549.43	0.227	0.91 kg
1	700006260	UNITED STATES	EA				
1	CYLINDER, 3/4 x 1/2, SPRG EXTD						

Total HS Code - DOMESTIC	8424909080	4.00	549.43	0.91 kg
Total HS Code - FOREIGN	8424909080			
Total HS Code - TOTAL	8424909080	4.00	549.43	0.91 kg

C299685	2025000855	8443913000	4.00	464.13	1,856.52	0.068	0.27 kg
2	308198	UNITED STATES	EA				
1	GUIDE, OPEN END 202DIA 36M						

C297582	2025000687	8443913000	1.00	6,325.83	6,325.83		0.00 kg
33	222278804	UNITED STATES	EA				
1	ASSEMBLY, CHAIN GUIDE ADJUSTABLE 36M						

C297290	2025000666	8443913000	2.00	99.80	199.60	0.045	0.09 kg
2	255225	CZECH REPUBLIC	EA				



Stolle Machinery Company LLC
 6949 S. Potomac Street
 Centennial CO 80112 USA
 Phone: 303-708-9044

Commercial Invoice
For Customs Clearance

Invoice Number: 514356
Date: 2/4/2026

1	PIVOT, RESET CYLINDER							
C296816	2025000629	8443913000	8.00	3,547.30	28,378.37	12.270	98.16 kg	
1	708088	UNITED STATES	EA					
1	PLATE CYLINDER, B-MAGNETIC, 500ml							
C294935-2	2025000433	8443913000	2.00	4,934.70	9,869.40	23.587	47.17 kg	
1	222199612	UNITED STATES	EA					
1	ASSEMBLY, DAY TANK, NO MIXER							
Total HS Code - DOMESTIC		8443913000	15.00		46,430.12		145.60 kg	
Total HS Code - FOREIGN		8443913000	2.00		199.60		0.09 kg	
Total HS Code - TOTAL		8443913000	17.00		46,629.72		145.69 kg	
C301384	2026000026	8466940002	1.00	1,636.51	1,636.51	2.835	2.83 kg	
1	721141	UNITED STATES	EA					
1	SUB-ASSY, FEED WHEEL BEARING							
C298360	2025000749	8466940002	5.00	46.80	234.00	0.136	0.68 kg	
10	SST-1392-00	UNITED STATES	EA					
1	DEGREE WHEEL, 360							
C298360	2025000749	8466940002	2.00	1,053.77	2,107.55	3.810	7.62 kg	
1	QT450-1299-00	UNITED STATES	EA					
1	PLATE, INSPECTION, TRIM HEAD							
Total HS Code - DOMESTIC		8466940002	8.00		3,978.05		11.14 kg	
Total HS Code - FOREIGN		8466940002						
Total HS Code - TOTAL		8466940002	8.00		3,978.05		11.14 kg	
C300459	2025000879	8482200030	2.00	3,113.69	6,227.37	19.028	38.06 kg	
9	095069	INDIA	EA					
1	BEARING, FLYWHEEL - TIMKEN B6 & B7							
Total HS Code - DOMESTIC		8482200030						
Total HS Code - FOREIGN		8482200030	2.00		6,227.37		38.06 kg	
Total HS Code - TOTAL		8482200030	2.00		6,227.37		38.06 kg	
C300987	2025000933	8483308090	6.00	76.19	457.16	0.363	2.18 kg	
1	302239	UNITED STATES	EA					
1	SLEEVE, BEARING							
Total HS Code - DOMESTIC		8483308090	6.00		457.16		2.18 kg	
Total HS Code - FOREIGN		8483308090						



Stolle Machinery Company LLC
 6949 S. Potomac Street
 Centennial CO 80112 USA
 Phone: 303-708-9044

Commercial Invoice
For Customs Clearance

Invoice Number: 514356
Date: 2/4/2026

Total HS Code - TOTAL		8483308090	6.00		457.16		2.18 kg
C298840	2025000793	8483508030	1.00	476.47	476.47	0.680	0.68 kg
2	222020771	UNITED STATES	EA				
1	PULLEY, PRESPIN, 4.0 OD x 1.0 BELT						
Total HS Code - DOMESTIC		8483508030	1.00		476.47		0.68 kg
Total HS Code - FOREIGN		8483508030					
Total HS Code - TOTAL		8483508030	1.00		476.47		0.68 kg
C300459	2025000879	8484100000	3.00	70.71	212.14	0.270	0.81 kg
1	088071	UNITED STATES	EA				
1	SEAL, OIL - CRANKSHAFT						
Total HS Code - DOMESTIC		8484100000	3.00		212.14		0.81 kg
Total HS Code - FOREIGN		8484100000					
Total HS Code - TOTAL		8484100000	3.00		212.14		0.81 kg
C294935-2	2025000433	8501513040	2.00	10,323.90	20,647.80	67.585	135.17 kg
2	222325431	UNITED STATES	EA				
1	ASSY, OV PUMP MTR, IEC, O-PRO						
Total HS Code - DOMESTIC		8501513040	2.00		20,647.80		135.17 kg
Total HS Code - FOREIGN		8501513040					
Total HS Code - TOTAL		8501513040	2.00		20,647.80		135.17 kg
Grand Total:					101,763.50		407.36 kg

Package Type	Length	Width	Height	Dims UoM	Net Weight	Gross Weight	Weight UoM
CRATE	48.00	66.00	39.00	in	407.36	640.47	kg
Total					407.36	640.47	kg



Stolle Machinery Company LLC
6949 S. Potomac Street
Centennial CO 80112 USA
Phone: 303-708-9044

**Commercial Invoice
For Customs Clearance**

Invoice Number: 514356
Date: 2/4/2026

Signature

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

PRODUCT IS SOLD IN USD AND PAID IN US CURRENCY

ACCEPTANCE. This order is subject to acceptance by Stolle Machinery Company, LC ("Seller"). Acceptance is conditional upon all terms and conditions stated on the face and reverse sides of this document. The Purchaser's assent to these terms and conditions shall be conclusively presumed: (a) if the Purchaser's retains this Acknowledgment without objection for ten (10) days after receipt, or (b) if the Purchaser accepts all or any part of the goods. The Seller expressly rejects any terms or conditions proposed by the Purchaser that differ from or add to those stated herein. Once accepted, this order may only be modified in writing, signed by the Seller.



Stolle Machinery Company LLC
 6949 S. Potomac Street
 Centennial CO 80112 USA
 Phone: 303-708-9044

Packing List

Packing List Number : 509730
Packing List Date: 02/04/2026

Delivery Address 10264
 ROYAL CAN MAKING CO.
 NAHYAT BAZIAN,
 KANI SHAYTAN
 - SULAYMANYIAH KIRKUK HWY
 IQ - IRAQ

Customer Address 10264
 ROYAL CAN MAKING CO.
 NAHYAT BAZIAN-SULAYMANYIAH KIRKUK
 HIGHWAY
 KURDISTAN
 IRAQ

SHIPPING METHOD SEE BELOW
NUMBER PCS / WEIGHT 1.00 / 640.47 kg

Shipment Reference : 514356
Customer Reference : Hussam

Line No.	Rel No.	Order No.	Part Number	Part Number Description	Net Weight Each	PO Number	Customer's Part No	Qty	UoM
7	1	C294935-2	222334636	FITTING, PIPE, REDUCER, BUSHING, 1-1/2 X 3/4, SS		2025000433		4.00	EA
9	1	C294935-2	222104586	FITTING, 1-1/4 MNPT X 3/4 FNPT SS	0.2800	2025000433		2.00	EA
4	1	C294935-2	222177178	SUB-ASSY, SS HOSE, 5FT	0.7819	2025000433		2.00	EA
5	1	C294935-2	222022192	ELBOW, AQ 259-2024-12-12	0.1814	2025000433		8.00	EA
1	1	C294935-2	222199612	ASSEMBLY, DAY TANK, NO MIXER	23.5868	2025000433		2.00	EA
3	1	C294935-2	222037229	SUB-ASSY, SUPPLY HOSE	3.4700	2025000433		2.00	EA
2	1	C294935-2	222325431	ASSY, OV PUMP MTR, IEC, O-PRO	67.5853	2025000433		2.00	EA
6	1	C294935-2	222025013	FITTING, AQ 259-2081-16-12	0.1361	2025000433		2.00	EA
8	1	C294935-2	222022293	ADAPTER, 3/4" MPT X 1-1/16-12 MJIC, SS	0.1225	2025000433		2.00	EA
1	1	C296816	708088	PLATE CYLINDER, B-MAGNETIC, 500ml	12.2697	2025000629		8.00	EA
2	1	C297290	255225	PIVOT, RESET CYLINDER	0.0454	2025000666		2.00	EA
14	1	C297582	222026196	BELT, TIMING 1260XH200	2.1772	2025000687		2.00	EA
33	1	C297582	222278804	ASSEMBLY, CHAIN GUIDE ADJUSTABLE 36M		2025000687		1.00	EA
10	1	C298360	SST-1392-00	DEGREE WHEEL, 360	0.1361	2025000749		5.00	EA
7	1	C298360	SST-1394-00	WRENCH, CAN PAD	0.1588	2025000749		5.00	EA
1	1	C298360	QT450-1299-00	PLATE, INSPECTION, TRIM HEAD	3.8102	2025000749		2.00	EA
1	1	C298366	700006260	CYLINDER, 3/4 x 1/2, SPRG EXTD	0.2268	2025000759		4.00	EA
2	1	C298840	222020771	PULLEY, PRESPIN, 4.0 OD x 1.0 BELT	0.6804	2025000793		1.00	EA
12	1	C298840	222094290	BALL PLUNGER, HEX DRIVE	0.0200	2025000793		3.00	EA



Stolle Machinery Company LLC
 6949 S. Potomac Street
 Centennial CO 80112 USA
 Phone: 303-708-9044

Packing List

Packing List Number : 509730
Packing List Date: 02/04/2026

Line No.	Rel No.	Order No.	Part Number	Part Number Description	Net Weight Each	PO Number	Customer's Part No	Qty	UoM
3	1	C299206	730012	FITTING, AQ 38-190627-2-4	0.0050	2025000799		10.00	EA
2	1	C299002	QT450-964-00	BELT, TIMING	0.1996	2025000804		10.00	EA
2	1	C299685	308198	GUIDE, OPEN END 202DIA 36M	0.0680	2025000855		4.00	EA
9	1	C300459	095069	BEARING, FLYWHEEL - TIMKEN B6 & B7	19.0282	2025000879		2.00	EA
1	1	C300459	088071	SEAL, OIL - CRANKSHAFT	0.2700	2025000879		3.00	EA
2	1	C300579	QT450-807-00	BEARING NUT NT-05	0.0268	2025000916		20.00	EA
27	1	C300579	QT450-871-00	SNAP RING, EXTERNAL .750	0.0091	2025000916		10.00	EA
41	1	C300579	QT450-235-01	INNER SPACER, CAN PAD HOUSING BEARING	0.0454	2025000916		20.00	EA
42	1	C300579	QT450-234-01	OUTER SPACER, CAN PAD HOUSING BEARING	0.0454	2025000916		20.00	EA
1	1	C300987	302239	SLEEVE, BEARING	0.3629	2025000933		6.00	EA
2	1	C300986	095026	SPRING, DONUT (YELLOW) - PRIDE	2.2956	2025000936		12.00	EA
5	1	C300986	SN701076	STUD, TIE DOWN	0.9523	2025000936		24.00	EA
6	1	C300986	013970	NUT, FULL HEAVY HEX 3/4-10 GR 2H	0.0400	2025000936		40.00	EA
1	1	C301384	721141	SUB-ASSY, FEED WHEEL BEARING	2.8350	2026000026		1.00	EA

Package Type	Length	Width	Height	Dims UoM	Net Weight	Gross Weight	Weight UoM
CRATE	48.00	66.00	39.00	in	407.36	640.47	kg
Total					407.36	640.47	kg

ALL DISCREPANCIES MUST BE REPORTED TO STOLLE MACHINERY COMPANY, LLC ("SELLER") IN WRITING WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE ORDER. FAILURE TO REPORT DISCREPANCIES WITHIN THIS PERIOD SHALL CONSTITUTE ACCEPTANCE OF THE ORDER AS RECEIVED.

ACCEPTANCE. This order is subject to acceptance by Stolle Machinery Company, LLC ("Seller"). Acceptance is expressly conditioned on Purchaser's agreement to all terms and conditions set forth on the face and reverse side of this document. Purchaser's assent to these terms and conditions shall be conclusively presumed upon Purchaser's receipt of this document without objection. After acceptance, this order may only be modified by a written instrument signed by Seller.

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations (EAR). Diversion contrary to U.S. law is prohibited.

STOLLE MACHINERY COMPANY, LLC GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT:

Purchaser, by accepting the materials or goods associated with the Order Acknowledgment, by any performance hereunder and/or by written acknowledgment, accepts the offer contained herein and such acceptance of this offer is expressly limited to the Terms. The Order Acknowledgment, as so accepted, and the Terms are sometimes collectively referred to herein as the "Agreement." Purchaser acknowledges receiving or having access to these Terms, including all terms incorporated herein by reference, whether located at a referenced website or otherwise.

2. WARRANTY:

(a) Seller warrants to Purchaser that Goods of its own manufacture will, at the time of shipment, materially conform to the description provided by Seller that accompanies the Order Acknowledgment and be conveyed with good title thereto, free from security interests, liens and encumbrances unknown to Purchaser. Seller also warrants Goods manufactured by Seller to be free from material defects in material and workmanship for a period of:

For equipment manufactured by Seller that is properly installed, maintained and operated under normal conditions: fifteen (15) months from the date of shipment.

For decorator color kits manufactured by Seller that are properly installed, maintained and operated under normal conditions: nine (9) months from the date of shipment.

For other kits manufactured by Seller that are properly installed, maintained and operated under normal conditions: nine (9) months from the date of shipment; or For spare parts manufactured by Seller that are properly installed, maintained and operated under normal conditions: thirty (30) days from the date of shipment.

(b) SELLER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. Seller makes no warranty whatsoever with respect to goods manufactured by independent suppliers, manufacturers or other third parties. Warranties with respect to such goods are limited to those which are offered by such suppliers and which are transferable. Seller's warranty does not cover damage and this warranty is null and void with regard to damage caused in whole or in part by abuse, alteration of the Goods, casualty, failure to adhere to Seller's specifications, modification of the Goods, ordinary wear and tear, use of the Goods in a manner not designed for the Goods, and use of non-specified parts in the Goods. This warranty is contingent upon Seller's receipt of notice in writing from Purchaser of the defect prior to expiration of the applicable warranty period, and evidence that the Goods were properly installed and not subject to any of the above excluded conditions. Any suggestions made by the Seller concerning use of applications for such Goods reflect Seller's opinion only and Seller makes no warranty of results to be obtained from the Goods. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. LIMITATION OF LIABILITY:

(a) Seller's liability and Purchaser's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty is expressly limited to Seller's choice of (i) repair of nonconforming or defective Goods; (ii) the replacement thereof with conforming Goods at the trade term point designated hereunder, or (iii) the repayment of that portion of the purchase price, excluding duties or taxes, represented by nonconforming or defective Goods. Such repair, replacement, or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned at the cost of Seller only after inspection by Seller and receipt by Purchaser of definite shipping instructions from Seller.

(b) Purchaser shall have fifteen (15) days from receipt of any Goods provided hereunder to inspect such Goods and determine if the Goods are nonconforming or defective, or whether any shortages exist. If Purchaser wishes to make a claim for nonconforming or defective Goods, or for any shortages, Purchaser must notify Seller in writing prior to the expiration of the fifteen (15)-day inspection period and permit inspection by Seller of such Goods. No Goods may be returned without prior written authorization from Seller.

(c) IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, CONTINGENT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED.

4. PAYMENT:

Unless otherwise stated herein, prices are FCA Seller's location, Incoterms 2020, as identified by Seller, and Purchaser shall reimburse Seller for all taxes, excises, duties, fees or other charges which Seller may be required to pay to any federal, state, local, or provincial government or other governmental entity upon the production, sale, documentation, delivery and/or transportation of the Goods sold hereunder. Payment terms are net thirty (30) days from the date of Seller's invoice. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. Time is of the essence with respect to all payments. Purchaser shall incur interest at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law on amounts not paid in accordance with the Agreement. Foreign shipments will be paid for in United States dollars based on a confirmed irrevocable letter of credit to be opened no later than thirty (30) days before shipment, or by special terms agreed upon in writing. Such amounts shall be paid upon presentation of documents. If Purchaser fails to make timely payments or if,

in Seller's opinion, either the financial condition of Purchaser or Purchaser's Affiliates or other grounds warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller or (ii) terminate the Order, in which event unpaid invoices shall become immediately due and payable. As to any party and with regard to the Agreement, the term "Affiliates" means any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such party. Seller shall be entitled to setoff any amount owed by Purchaser or by any of Purchaser's Affiliates to Seller or to any of Seller's Affiliates against any amount payable by Seller in connection with the Order.

5. RISK OF LOSS, OWNERSHIP, AND TITLE:

Unless otherwise agreed in writing signed by Purchaser and Seller, title, ownership, right of possession and risk of loss with respect to the Goods shall remain with Seller until the Goods are placed at the disposal of Purchaser at the point of shipment. Until such time as Seller has received full payment for Goods sold hereunder, Seller shall have available all rights at law or equity to a secured seller, including the right to enter upon the premises where the Goods are located for purposes of removing same, or rendering it inoperable, and all such rights shall be cumulative.

6. DELAYS; FORCE MAJEURE:

Any shipping schedules set forth in Seller's quotation are based on information available to Seller at the time of quotation and are subject to change based upon information (i) subsequently disclosed in the Order or otherwise by Purchaser, or (ii) which is complete and which contains necessary specifications for Seller to proceed with design and manufacture, is received and accepted by Seller. If a specific shipping (dispatch) date is not designated on the face hereof or in a subsequent writing signed by Seller, Seller shall not be responsible for any delays in the performance of the Order nor liable for any loss or damages resulting from any delays. If a specific shipping date is designated either on the face hereof or subsequently by Seller, Seller shall use reasonable efforts to meet such shipping date, but shall have no liability to Purchaser if Seller is unable to do so, including without limitation liability for incidental and consequential damages for delays in delivery. Notwithstanding anything to the contrary in the Agreement, Seller will not be liable for delays in filling the Order or failure in the performance of any of its obligations hereunder if caused by any acts or circumstances beyond the reasonable control of Seller, including, without limitation, accidents; lockouts, strikes or other labor disputes (whether or not relating to either party's workforce); shortages of labor, materials, fuel, or power; fires, floods, hurricanes, tornados, high winds, earthquakes or other Acts of God; acts or omissions of Purchaser; governmental actions or restrictions; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts; riots or other civil unrest; national emergency; revolution; insurrection; epidemic, pandemic or other public health crisis; restraints or delays affecting carriers; telecommunication breakdown or power outage.

7. INFRINGEMENT:

Subject to the limitations set forth in this Section of the Agreement, Seller agrees to indemnify Purchaser against court assessed damages and costs resulting from infringement of any United States Letters Patent or other intellectual property right extant at the time of Purchaser's acceptance of the Order Acknowledgment by tools, machines, components, constructions or other Goods offered for sale generally by Seller on said date, provided that said Goods are in the condition furnished to the Purchaser by Seller and are being used for the purposes contemplated by the Agreement. Seller's liability respecting infringement shall be limited to the purchase price of the particular Goods raising the infringement charge, adjusted by straight line depreciation based on a ten-year life. Where the infringement arises from a severable component of an assembly, such as a tool part which is severable from an assembly such as a press, Seller's liability shall be limited to the ten-year straight line depreciated price or replacement price or cost of said component. Purchaser agrees to indemnify Seller, its successors and assigns, against all court assessed damages and costs resulting from infringement of any United States Letters Patent or other intellectual property right to the extent that such infringement arises from designs, specifications or instructions furnished or expressly or implicitly required by Purchaser. Neither party shall be entitled to indemnification as to any claim for which it does not give prompt notice to the other party including notice respecting indemnification hereunder, and full opportunity at the expense of such other party, to defend and dispose of such claim. The sale of Goods hereunder shall not grant to the Purchaser any right or license of any kind under any patent or other intellectual property right owned or controlled by Seller, but the foregoing shall not be understood to limit in any way the right of Purchaser to use and sell such Goods in the event that such Goods as sold hereunder are covered by a patent or other intellectual property right owned or controlled by Seller.

8. AFFILIATES:

Part or all of the Order may be performed, and part or all of the rights hereunder against Purchaser may be enforced, by Seller or by any one or more of Seller's Affiliates.

9. INSTALLATION:

Unless otherwise indicated, the quoted prices do not include installation or other services which may be provided by Seller. If such services are provided by Seller upon Purchaser's request, Purchaser shall be charged in accordance with Seller's prevailing schedule of charges for the applicable services. If Seller's personnel will be working in an area of Purchaser's plant with union personnel, Purchaser must make all necessary arrangements for Seller's personnel to perform installation work in harmony with local unions and applicable laws. Purchaser acknowledges (a) that Seller may elect to perform services remotely using audiovisual equipment or other technology where Seller determines that such remote provision of services is feasible and (b) that such remote provision of services may be subject to additional terms and conditions not set forth herein. Purchaser must secure all applicable permits and pay all applicable fees and charges prior to Seller performing any installation work.

10. CONFIDENTIALITY:

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller or any of its affiliates or representatives to Purchaser, 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" in connection with the Agreement is confidential, solely for the use of the Goods as contemplated by the Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Seller shall be entitled to injunctive relief for any violation of this Section of these Terms. Unless otherwise agreed to in writing by Seller, Seller will not be bound by any obligations of confidentiality or non-disclosure. This Section of these Terms does not apply to information that is:

- (a) in the public domain; (b) known to Purchaser at the time of disclosure; or
- (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

11. CANCELLATION; CHANGES BY PURCHASER:

Seller, Purchaser shall be responsible for cancellation charges that include all costs associated with the Goods, plus 15% markup incurred under the Order through the effective date of such cancellation. Seller shall submit an invoice for cancellation charges to Purchaser within 30 days of Seller's written acceptance of cancellation notice. Purchaser shall pay such invoice in full within thirty (30) days of invoice date. In the event delivery postponement is accepted by Seller's written consent, Purchaser shall be responsible for all transportation and storage costs incurred as a result of delivery postponement.

12. TRADE TERMS:

The trade terms used herein (for example "FCA Seller location.") shall have the meaning defined by "Incoterms 2020" published by the International Chamber of Commerce, except as modified herein.

13. ARBITRATION:

Any controversy or claim arising out of or relating to the present contract, including the Order and the Agreement, or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Denver, Colorado.

14. SAFEGUARDING:

Purchaser assumes and shall bear all responsibility to order, install and use adequate and sufficient safeguards, work handling tools and safety devices to fully protect the operator and any other user of the Goods sold hereunder at all times in accordance with legal requirements under applicable federal, state, local, provincial and other laws and codes and industry accepted standards. Seller shall have no liability to Purchaser whatsoever for the failure of Purchaser to order, install or use such safeguards, work handling tools or safety devices and Purchaser agrees to indemnify, defend, and save Seller harmless from all liabilities, claims, demands, losses and expenses (including reasonable attorneys' fees) resulting from failure to order, install and use such safeguards, work handling tools or safety devices.

15. INDEMNITY:

Other indemnity provisions notwithstanding, Purchaser shall release, hold harmless, indemnify and defend Seller from and against any liabilities (including, without limitation, liability for negligence or strict liability), losses, claims, suits and costs on account of personal injuries (including death), or property loss, or damage to others caused by, arising out of, or relating to the design of Goods supplied hereunder or the design of packages or containers in which Goods supplied hereunder are shipped, if such Goods, packages or containers are made in material compliance with the Purchaser's designs or specifications or arising out of or relating to any misuse, modifications, alterations or changes by Purchaser or to the Goods supplied hereunder or any software or other intellectual property embodied in or otherwise used in connection with the Goods.

16. OTHER:

- (a) All technical advice or assistance furnished by Seller to Purchaser with regard to use of Goods sold hereunder is provided gratis, and Seller assumes no obligation or liability for such advice or assistance given or results obtained.
- (b) If Purchaser is unable to accept Goods on schedule and requests postponement of delivery, Purchaser shall pay Seller for all storage and handling charges for the Goods after the first scheduled delivery date, plus a service charge of one and one-half percent (1.5%) per month of the purchase price of such Goods.
- (c) The Agreement and any right or interest hereunder may not be assigned by Purchaser without Seller's prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under these Terms.

17. GOVERNING LAW:

The Agreement shall be governed by and construed under the laws of the State of Colorado, excluding those provisions relating to choice or conflict of law and excluding the United Nations Convention on Contracts for the International Sale of Goods.

16. COMPLIANCE WITH LAWS:

Purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations with respect to the Agreement. Without limiting the generality of the foregoing:

- (a) Purchaser shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Purchaser. Purchaser assumes all responsibility for shipments of the Goods requiring any government import clearance. Seller may terminate the Agreement if any governmental authority imposes countervailing duties or any penalties on the Goods. Seller will have no liability to Purchaser in the event that an export license is delayed, not approved or is later withdrawn or suspended. Purchaser's obligation to comply with all applicable export control laws and regulations shall survive any termination or discharge of any other contract, obligations. Purchaser shall immediately notify Seller in the event that Purchaser, or in the case of re-sale of the Goods by Purchaser any of Purchaser's customers, being suspended, debarred or declared ineligible by any government entity or upon receipt of a notice of proposed debarment from any such entity during the performance of the Agreement, in which case Seller may immediately terminate the Agreement without liability to Purchaser.
- (b) Purchaser shall comply with the U.S. Foreign Corrupt Practices Act and all other applicable anticorruption laws and regulations in the United States or any other jurisdiction that may be applicable to the Goods or Purchaser's purchaser thereof, including, without limitation, the European Union.