

MACK STUDIOS, INC.
TERMS AND CONDITIONS OF SALE

1. **GENERAL** The following terms and conditions apply to all sales of goods and services (collectively, "Deliverables") by Mack Studios, Inc. ("Mack Studios", "we", "us" or "our"), to you (the "Client"), and constitutes the final, complete and exclusive agreement ("Agreement") between you and Mack Studios relating to the subject matter hereof and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter (including, without limitation, any "Terms and Conditions of Purchase" published by Client), unless otherwise specifically agreed to in a writing signed by Mack Studios' authorized representative. Any term or condition in any order, confirmation, or other document furnished by Client at any time, which is in any way inconsistent with or in addition to the terms and conditions set forth herein, is hereby expressly rejected, and Mack Studios' acceptance of any order of Client is expressly made in reliance of Client's assent to all terms and conditions hereof. Client's acceptance of any Deliverables constitutes Client's acceptance of these terms and conditions.

2. **PRICE** The prices applicable to the Deliverables shall be as quoted by Mack Studios to Client and are subject to change. Unless otherwise specified, prices quoted for Deliverables are in US Dollars. Stenographic and clerical errors are subject to correction. A quotation is not a contractual offer and any order resulting from a quotation is subject to approval and acceptance by Mack Studios. Prices listed or quoted do not include any present or future sales, use, excise or similar taxes, duties or other governmental charges, which will be added where applicable and paid for by Client, unless you provide us with a tax exemption certificate acceptable to the appropriate taxing authorities and presented at or before the time of purchase. No sales tax refunds will be given at any time for any reason. Any taxes paid by Mack Studios on Client's behalf shall be reimbursed by Client upon demand.

3. **PURCHASE ORDER PROCESS** Client shall place orders for the Deliverables to be purchased hereunder by submitting one or more purchase orders to Mack Studios. Each such purchase order is intended for convenience only and shall state the descriptions and quantities of Deliverables being ordered and the requested shipments dates for such Deliverables. In no event shall any terms and conditions set forth on a purchase order submitted by Client other than the terms and conditions set forth herein, including, without limitation, any preprinted terms and conditions of Client, be binding on Mack Studios. In addition, no purchase order shall be binding on Mack Studios until Mack Studios has accepted such purchase order by written acknowledgement or by shipment of the Deliverables applicable to such purchase order. Orders for the purchase of Deliverables when made by the Client shall be considered irrevocable for such Client.

4. **PAYMENT TERMS** Unless otherwise agreed to by Mack Studios in writing, payment terms shall be net thirty (30) days from the date of invoice. A 50% up-front deposit shall be required as a condition to the commencement of work and Mack Studio's acceptance of a purchase order. If shipments are delayed by Client, invoices may be rendered on the date(s) Mack Studios is prepared to make shipment(s). Any Product held as a result of Client's inability or refusal to accept delivery is at the risk and expense of Client. Interest at the rate of one and one-half percent (1 1/2%) per month (not to exceed the maximum interest allowable by law) shall be paid on the unpaid balance of any invoice not paid by Client within thirty (30) days of the due date thereof. Such interest shall be in addition to the purchase price hereunder. In the event Mack Studios engages a collection agency or commences a legal action or suit to collect the purchase price or any part thereof, Client shall, in addition to the full purchase price, including interest, be liable for all costs and expenses of such legal action or suit (including reasonable attorney's fees).

Mack Studios also reserves the right to require COD payment terms from any Client whose account is overdue for a period of more than 45 days

or who has an unsatisfactory credit or payment record. Mack Studios may refuse to sell to any person until overdue accounts are paid in full.

5. **SHIPPING POINT AND TRANSPORTATION** Shipment/delivery dates are approximate and are determined from the date of Mack Studios' acceptance of an order. To the extent applicable, all shipments of Deliverables will be shipped F.O.B. Mack Studios' point of shipment. Title and risk of loss shall pass to Client at the time Mack Studios makes the Deliverables available for Client's pick-up, or if shipped, upon delivery of Product(s) by Mack Studios to the carrier for shipment to the Client, notwithstanding any prepayment of shipping charges by Mack Studios, if so required by the carrier. All shipment costs shall be paid by Client, and if prepaid by Mack Studios, the amount thereof shall be reimbursed to Mack Studios.

6. **DELIVERY** Mack Studios will make every effort to deliver the Deliverables hereunder in accordance with the requested delivery date, provided that Mack Studios shall not be liable for any delay in delivery due to causes beyond our reasonable control, such as acts of God, acts of the government, strikes, war, delays of carriers, or inability to obtain necessary materials. Mack Studios shall not be liable for any damages or penalties whatsoever, whether direct or indirect, special, incidental or consequential, resulting from our failure or the failure of our suppliers to perform or delay in performing unless otherwise agreed in writing by an authorized officer. Client agrees that any delay in delivery shall not affect the validity of any orders or these terms and conditions. Mack Studios reserves the right to deliver the Deliverables in installments unless expressly prohibited in the applicable purchase order. Installment deliveries will be invoiced by Mack Studios at time of shipment unless otherwise agreed in writing by Mack Studios. Delay in any installment delivery shall not relieve Client of its obligation to accept all remaining installment deliveries pursuant to a purchase order.

7. **CHANGES TO ORDERS** Unless otherwise agreed to by Mack Studios in writing, changes in materials, supplies, labor and/or changes made at the request of Client shall be at the expense of Client. Changes or alterations made by Client or made by Mack Studios (over its recommendation against the same) shall be at Client's sole risk and responsibility. Mack Studios reserves the right to make changes to the design and composition of its Deliverables which in its judgment do not materially change the nature or quality of the Deliverables.

8. **CANCELLATION OF ORDERS** Due to the specialized nature of the Deliverables, orders may be cancelled only with our written consent and upon payment of reasonable cancellation charges, including Mack Studios' actual out of pocket costs, overhead and anticipated profit (as determined by us). Partial cancellation of an order may result in adjustment of prices for the balance of the order.

9. **REJECTION** Client's right to reject any Deliverables supplied hereunder is conditioned upon Client giving Mack Studios a written notice of rejection setting forth the basis thereof within ten (10) days after delivery of the Deliverables to Client. Failure to give such notice within such time constitutes acceptance of such Deliverables. Deliverables may be returned only when authorized by us in writing, and then only on such terms as Mack Studios may specify. All returned Deliverables shall be returned with shipping prepaid.

10. **LIMITED WARRANTIES; DISCLAIMERS**

(a) Mack Studios represents and warrants that the Deliverables delivered by Mack Studios to Client shall: (i) conform to agreed-upon specifications for the Product(s), to the extent any specifications were made part of an order; and (ii) be free from faulty workmanship and defective materials. The foregoing warranties shall be limited to a one (1) year period commencing on the date of shipment of the applicable Product(s) (the "Warranty Period") provided (i) the Deliverables have been properly

cared for (i.e. the Deliverables have not been subject to misuse, neglect, misapplication, etc.) and used in accordance with Mack Studios' instructions, if any, (ii) the Deliverables have not been tampered with or modified without Mack Studios' prior written approval, and (iii) Client promptly notifies Mack Studios in writing of any warranty claim during the Warranty Period. In the event any Product fails to meet either or both of the foregoing warranties, Mack Studios' sole obligation, in Mack Studios' sole discretion, shall be to either replace or repair the non-conforming Deliverable. The foregoing warranties provided by Mack Studios in this Section 10 are the only warranties provided by Mack Studios with respect to the Deliverables sold hereunder, and may be modified or amended only by a written instrument signed by Mack Studios. Client's remedies and Mack Studios' aggregate liability with respect to the warranties provided by Mack Studios in this Section 10 are set forth in and limited by this Section 10 and Section 11 below.

(b) Mack Studios' warranties above do not apply to Deliverables not manufactured by Mack Studios and do not apply to components furnished by third parties, including, without limitation, any wood components contained in a Deliverable. In addition, such warranties shall be for the sole benefit of the original Client only and are not assignable unless otherwise agreed to in writing by Mack Studios. Mack Studios shall not be liable for any claim if alterations have been made to the Deliverables by the Client or others without Mack Studios' written consent. Any components furnished by third parties are warranted only to the extent of the original manufacturer's warranty to Mack Studios and then only if such original manufacturer's warranty is assignable to Client. With respect to any wood components contained in a Deliverable, Mack Studios and the Client both expressly acknowledge and agree that wood is a natural product that responds to temperature and humidity variations by expanding and contracting, and due to its nature and the environment in which it is placed in, there is the possibility that it may warp, crack or bow and/or undergo a change in physical appearance. Accordingly, except as otherwise agreed to in writing by Mack Studios, Mack Studio hereby disclaims all and makes no representations or warranties whatsoever concerning any wood components used in or made part of a Deliverable.

(c) THE EXPRESS WARRANTIES OF MACK STUDIOS STATED IN SECTION 10(a) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MACK STUDIOS' WARRANTY OBLIGATIONS AND CLIENT'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS SECTION 10. Any sample or literature exhibited to Client was to illustrate the type of good and/or service and not an affirmation that the Product will conform. No employee or representative of MACK STUDIOS has authority to bind MACK STUDIOS to any representation, affirmation or warranty not specifically included herein.

11. LIMITED INDEMNITY BY MACK STUDIOS; LIMITATION OF LIABILITY MACK STUDIOS shall indemnify and hold harmless the Client from any third party claims involving any actual or alleged injuries, death, property damage or any other damage of any kind resulting in whole or in part from defective or allegedly defective Deliverables furnished by MACK STUDIOS, provided that MACK STUDIOS shall not be obligated to indemnify or be liable for any costs or damages that is the result in whole or in part from any of the items set forth in Section 10(a)(i) or 10(a)(ii) above or is the result of a breach of any of the Client's warranties set forth herein. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, Mack Studios' aggregate liability in connection with the sale or use of the Deliverables hereunder, regardless of the form of action giving rise to such liability (whether in contract, tort or otherwise), shall not exceed the aggregate purchase price for Deliverables paid by Client to Mack Studios pursuant to an applicable order. Mack Studio shall not be liable for any extraordinary, exemplary, special, indirect, consequential or incidental damages of any kind, including without limitation, lost profits, even if Mack Studios has been advised of the possibility of such damages. **THE FOREGOING STATES THE ENTIRE LIABILITY OF MACK STUDIOS WITH REGARD TO THIS AGREEMENT AND MACK STUDIOS' SALE**

OF THE DELIVERABLES HEREUNDER. THE LIMITATIONS CONTAINED IN SECTIONS 10 AND 11 ARE A FUNDAMENTAL PART OF THE BASIS OF MACK STUDIOS' BARGAIN HEREUNDER, AND MACK STUDIOS WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

12. SPECIAL DELIVERABLES; WARRANTY AND INDEMNIFICATION BY CLIENT "Special Deliverables" are those Deliverables manufactured or furnished by Mack Studios in accordance with drawings, samples or manufacturing specifications designated by Client or its Clients. All Special Deliverables must be accepted by Client within thirty (30) days of manufacture; after thirty (30) days, Mack Studios may invoke a storage charge of 1% per month (12%) per annum on the purchase price. Client hereby represents and warrants to Mack Studios that any Special Product(s), when built to Client's specifications, do not and will not infringe any rights of any third party, of any kind or nature. Client shall indemnify, defend and hold harmless Mack Studios from all claims of any nature asserted or brought against Mack Studios resulting from a breach of Client's warranty hereunder. Mack Studios may retain as its own property any special tools or fixtures used in manufacturing Special Deliverables.

13. RETAINED SECURITY INTEREST Until such time as the entire purchase price of the Deliverables have been paid, Client hereby grants to Mack Studios a first priority purchase money security interest in the Deliverables supplied pursuant to the terms hereof. The rights and remedies of Mack Studios, as a secured party with respect to the Deliverables shall be governed by the Uniform Commercial Code, or equivalent statute(s) of the State in which the Deliverables are located. Client authorizes Mack Studios to execute and record on behalf of Client such financing statements and other instruments as Mack Studios may deem necessary to perfect or protect its security interest in the Deliverables.

14. NOTICES Notices may be delivered by overnight courier or fax, with proof of delivery, or by United States mail, registered or certified mail, with postage prepaid, in each case addressed to the party being notified at such party's address referred to on the face of this Agreement, or at such other address as such party shall have notified the other party in writing.

15. NOT TRANSFERABLE This Agreement is not transferable or assignable by Client either directly or by operation of law without the prior written consent of Mack Studios.

16. HEADINGS Paragraph headings are for convenience only and shall not be construed to define or limit the operative provisions of this Agreement.

17. AMENDMENTS No amendment, change to or modification of this Agreement, or any schedules or attachments hereto, shall be valid unless the same shall be in writing and signed by the party or parties to be charged therewith.

18. APPLICABLE LAW The rights and duties of the parties shall be governed by the laws of the State of New York. The federal and state courts located within Cayuga County, New York shall have exclusive jurisdiction to determine any and all actions and proceedings relating to or arising from this Agreement and the sale of Product(s) hereunder and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts with respect thereto.

19. SEVERABILITY In the event any provision or provisions herein, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain in full force and effect.

SPECIAL PROVISIONS RELATING TO SALE OF MACK STUDIOS' BARSHIELD PRODUCTS:

PRODUCT WARNING AND DISCLAIMER.

Notwithstanding anything contained herein, with respect to Mack Studio's barshield products, such products are not specifically designed and have not been tested to prevent or mitigate the transmission of any disease or health condition, including COVID-19/Coronavirus. We cannot make any claims or statements that our barshield products will prevent or mitigate the transmission of any such conditions. The customer is responsible for any testing, validation and/or regulatory submissions that it may deem necessary or required to support the safety and efficacy of their intended application.

BARSHIELDS ARE PROVIDED AS-IS WITH ALL FAULTS, AND MACK STUDIOS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MACK STUDIOS SPECIFICALLY DISCLAIMS THAT BARSHIELDS WILL PREVENT INFECTION OR THE TRANSMISSION OF VIRUSES OR DISEASES. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT IS WITH THE BUYER. MACK STUDIOS ASSUMES NO LIABILITY FOR INACCURACIES OR MISSTATEMENTS BY THIRD-PARTY SELLERS.

Sellers are prohibited from making any medical, health, or protection claims in connection with the Barshields they sell manufactured by Mack Studios.