

Terms and Conditions of Sale

These TERMS AND CONDITIONS constitute a legally binding contract between Keystone Technologies, Inc. ("Keystone" or "Keystone Technologies") and the customer placing an order (the "Order") to purchase merchandise from Keystone (the "Customer"), regardless of whether such Order is placed via email, facsimile, website, mail, telephone or direct communication with Keystone independent sales agents or Keystone employees or other means.

By placing an Order, Customer agrees to these Terms and Conditions, which supersede any inconsistent terms set forth in any prior agreement, purchase order or other document prepared by either Customer or Keystone.

Payment Terms:

Net 30 days with approved credit, unless otherwise agreed to in writing prior to sale. Customer shall pay interest on all late payments at the rate of 1.5% for each month or part thereof after the due date. Payments made via credit card will incur a surcharge of 3% of the total transaction amount to cover payment processing costs. The surcharge does not apply to ACH or debit card payments.

Standard Pricing:

Keystone Technologies will furnish a price list for all products available for purchase. All new orders will apply the most current price available at time of order. Current price lists are available through our online portal or by contacting Keystone Technologies. Prices are subject to change without notice.

Job Pricing:

Customers may request special job pricing by contacting Keystone Technologies. Job pricing quotes are valid for 30 days, unless specified otherwise at time of quotation.

Minimum Billing:

Minimum billing on all orders is \$100.00 in merchandise. Freight and taxes are not included. Orders less than \$100.00 are subject to a \$10.00 processing fee.

Taxes:

Customer is liable for any sale, use or other taxes imposed on the Customer's purchase of merchandise. Keystone is authorized to collect applicable taxes from Customer, unless prior to the time of order, Customer submits a valid and complete Tax Exemption certificate, resellers permit, or resale certificate. Customer agrees to indemnify Keystone for any tax, penalty, or interest incurred as a result of invalidity or expiration of Tax Exemption certificate, resellers permit, or resale certificate.

Freight Allowance:

Keystone Technologies will prepay freight based on the prevailing freight policy stated on the customer price list at the time of order. Freight charges will be added to the invoice on shipments less than the prevailing freight policy at the time of order.

International Freight:

Customers are responsible for the cost of duties, tariffs, taxes and other fees related to export or import shipments, regardless of the freight allowance.

Express Freight:

Keystone Technologies will ship all orders using standard ground shipping methods. If the customer requests an express shipping method, Keystone Technologies will ship using the Customer's express freight account, which must be provided at the time of order. Keystone Technologies assumes no responsibility regarding the carriers' shipping delivery schedules.

Freight Routing:

Keystone Technologies reserves the right to determine the routing of freight on all orders. Keystone Technologies will make every effort to ship orders complete, however, Keystone Technologies reserves the right to split shipments as necessary to ensure timely delivery.

Full Carton Quantities:

Keystone Technologies reserves the right to increase an order quantity in order to ship in full carton quantity. Please refer to our list of product packaging and minimum order information for all carton quantities and minimum order requirements. Orders requiring a repackaging quantity different than full carton quantities may be subject to a Handling Charge.

Transportation Claims:

All product is shipped in new condition with title of the merchandise passing to the buyer upon delivery to the carrier. The buyer has the responsibility to inspect the goods upon delivery. Any claim for shortage or damage must be noted on the freight bill of lading and filed promptly with the carrier, but in no event later than ten days after receipt. Hold all damaged goods with the packaging material intact until an inspection is completed. Although Keystone Technologies' responsibility for shipments ends with the delivery to the carrier, Keystone will make every effort to assist the buyer in rectifying the claim.

Return Policy:

No merchandise may be returned without prior authorization from Keystone, which may be requested by contacting Keystone at RMA@keystonetech.com. Keystone will issue a returned materials authorization form, which must be included with any returned shipments. The returned materials authorization is valid for 90 days from receipt of the form. Material must be returned freight prepaid by the Customer. Upon inspection and acceptance of the returned material, Keystone will issue a merchandise credit, if applicable. The value of the returned material will be credited to the Customer at the invoice price billed to Customer for the associated order unless pre-approved by Keystone. Only material that is in new condition (including both product and packaging) will be accepted for return. Merchandise returned 6 months after initial purchase is subject to a 15% restocking fee. Merchandise may not be returned after 12 months from the initial purchase.

Special Order and Production Items

Special Order items and items modified for Production are not eligible for return. These include any items that are assembled, customized or manufactured specifically for the Customer. Keystone will not accept returns or issue credits for these items under any circumstances.

Intellectual Property:

Customer acknowledges and agrees that any and all of Keystone Technologies' intellectual property rights are the sole and exclusive property of Keystone or its licensors and that customer shall not acquire any ownership interest in any of Keystone Technologies' intellectual property rights under this Agreement.

Compliance with Local Requirements:

Certain States and Local governments may govern which products are permitted for storage, sale or use in their respective territory. Keystone will make reasonable commercial effort to inform the Customer prior to shipment if a product may not be stored, sold, or used in the locality where the goods are shipped. The Customer hereby indemnifies Keystone for any and all penalties and fees associated with any breach of local regulations, including but not limited to penalties and fees imposed by governmental agencies and attorney fees.

For a list of products likely impacted by this provision, visit <https://keystonetech.com/local-laws/>.

This list is provided as guidance and subject to change without notice.

Warranties:

Keystone Technologies warrants that from the date of shipment of the goods through the "Warranty Period" for such specific goods, such goods will materially conform to the specifications set forth in Seller's published specifications in effect on the date of shipment, and will be free from material defects in material and workmanship. The "Warranty Period" for each specific item of merchandise is set forth at <https://keystonetech.com/warranty-information/>. **KEYSTONE TECHNOLOGIES MAKES NO OTHER WARRANTY WHATSOEVER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

Products manufactured by a third party may constitute, be incorporated into, or packaged together with the merchandise. Such third party products are not covered by the express warranty in the preceding paragraph. **KEYSTONE TECHNOLOGIES MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PRODUCT OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED [BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE].**

If customer presents any such defective goods within the Warranty Period, Keystone Technologies shall, in its sole discretion, either: (i) repair or replace such goods (or the defective part) or (ii) credit or refund the price of such goods at the pro-rata contract rate

provided that, if Keystone Technologies so requests, customer shall return such goods to Keystone Technologies.

THE REMEDIES SET FORTH IN THE PRECEDING PARAGRAPH SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND KEYSTONE TECHNOLOGIES' ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE.

Limitation of Liability:

(a) IN NO EVENT SHALL KEYSTONE TECHNOLOGIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT KEYSTONE TECHNOLOGIES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL KEYSTONE TECHNOLOGIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO KEYSTONE TECHNOLOGIES FOR THE GOODS SOLD HEREUNDER.

GOVERNING LAWS

By accepting any goods or products from Keystone Technologies, customers consent to the exclusive subject matter and personal jurisdiction of the courts in Montgomery County, Pennsylvania and further agree as follows: (1) all contracts and agreements shall be construed under the laws of the Commonwealth of Pennsylvania; (2) in the event of litigation between Keystone Technologies and the customer, Keystone Technologies shall be entitled to all costs incurred, including reasonable attorney fees and all parties agree to waive their rights to jury trial.

WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.