



Terms and Conditions of Sale

ALL TRANSACTIONS ARE GOVERNED BY THESE TERMS AND CONDITIONS OF SALE (Terms and Conditions). ANY PROPOSAL THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM PERMCO, INC.'s ("PERMCO") TERMS AND CONDITIONS ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY CUSTOMER SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF SALE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S).

Consideration of the purchase of products and associated accessories from Permco is greatly appreciated. These Terms and Conditions apply to the sale of all Permco products and accessories and take precedence over Customer's additional or different terms and conditions to which notice of objection is hereby given. Customer's purchase is the agreement to follow these Terms and Conditions and have them apply to the Customer. Reference in Permco's order acknowledgment to Customer's purchase order or purchase order number shall in no way constitute an acceptance of any of Customer's terms or conditions of purchase. Permco reserves the right to update or change these Terms and Conditions for future purchases at any time without prior notice.

1. **Formation of Contract.** An order is deemed by Permco to be an offer to purchase, which Permco may accept or reject in its sole discretion. Permco's acceptance of an offer to purchase is binding on Permco only if made by written instrument or, if not by written instrument, by shipment of the products ordered (and acceptance by shipment shall only be binding as to the portion of the order actually shipped by Permco). Permco's acceptance is subject to the Terms and Conditions stated herein.
2. **Application.** These Terms and Conditions apply to all sales of products and services by Permco, Inc. to all customers, including end users, Original Equipment Manufacturers (OEMs), Distributors, and Build Centers, covering International, National, Regional, and Local territories. These terms are applicable to all Permco products, including hydraulic pumps, motors, and flow dividers, with special conditions applicable to Valves, Vane Pumps, or any other products not manufactured by Permco.
3. **Credit.** Permco may, but shall not be obligated to, grant credit terms to Customer. Acceptance of any order is subject to final credit approval by Permco. Permco reserves the right to cancel any sale if Permco deems Customer unable to pay for any products. Permco reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of credit to be allowed



Customer, either generally or with respect to a particular purchase order, and may require cash payments in advance or security satisfactory to Permco.

4. **Price.** The sale price from Permco to the customer shall be the price established from time to time by Permco and relayed to the customer in the form of price sheets or other written contracts. All prices shall be subject to change at the discretion of Permco. Prices will be fixed as of the date of shipment. All orders received prior to an announced price increase and not shipped by the stated effective date will be subject to the increased prices.
 - a. Customer may resell at such prices as it may determine; Permco retains no control over such resale prices.
 - b. There is a minimum order charge of \$75.00, which can only be waived or reduced at the sole discretion of Permco.

5. **Payment.** The net amount of Permco's invoice is due thirty (30) days after the date of the invoice or for freight accounts by line of credit or wire transfer prior to shipment or by check with the purchase order. Permco reserves the right to modify this policy at any time. Customer shall not be entitled to special terms or credit except as mutually agreed upon from time to time in writing. All amounts not paid to Permco by the customer in accordance with these Terms and Conditions shall bear interest charges from the date payment is due until paid, at the rate of 1.5% per month, or the maximum lawful rate, whichever is lower. In the event Permco incurs any costs or expenses, including attorney fees and court costs, or other expenses in collecting any amount due Permco by the customer, customer agrees that Permco shall be entitled to recover as additional damages the amount of such expenses and costs.

6. **Suspension of Service and Termination.** Permco reserves the right to suspend the delivery of any products or services and terminate any agreements with a customer in the event of non-payment. If an invoice remains unpaid for 30 days beyond the due date, Permco may, at its discretion, suspend further deliveries until payment is received. Continued non-payment for 30 days beyond the due date may result in the termination of any purchase orders or agreements between Permco and the customer.
 - a. Notification: Prior to any suspension or termination action, Permco will notify the customer in writing of the outstanding balance and the impending suspension or termination, offering a final opportunity to settle the outstanding balance.



- b. Suspension: During suspension, no further products or services will be delivered to the customer until the outstanding payments are fully settled.
 - c. Termination: Termination of an agreement due to non-payment will result in the cancellation of any pending orders or services not yet delivered. The customer will remain liable for payments for any products or services already received.
 - d. Reinstatement: Following suspension, services and deliveries can be reinstated once all outstanding payments, including any applicable late fees and interest, are paid in full.
 - e. Permco reserves the right to exercise these options in addition to any other rights or remedies available under the law or under the terms of any specific agreement with the customer.
7. **Shipment and Risk of Loss.** Delivery terms are free on board (F.O.B.) shipping point, meaning risk of loss or damage to goods transfers to the customer upon Permco's delivery of goods to the carrier. Shipping costs are variable: customers may elect to use their own shipping accounts, in which case all shipping costs and risk are directly assumed by the customer; alternatively, Permco may prepay shipping and bill the customer, with details of these costs provided in advance. Select orders may qualify for free shipping, subject to specific conditions outlined by Permco. Customers are encouraged to insure their shipments to mitigate the risk of loss or damage during transport. Permco is not responsible for freight in transit.
8. **No Set-Off.** Customer shall have no right of set-off or withholding, and no deduction of any amounts due from Customer to Permco shall be made without Permco's prior, express written approval.
9. **Cost of Delivery, Taxes and Other Charges.** Customer shall pay the costs of delivery of the products. Customer shall pay all sales, use, excise or similar taxes, or other charges, which Permco is required to pay, or to collect and remit, to any Government (national, state, or local) and which are imposed on or measured by the sale.
10. **Special Tooling.** Permco may impose a tooling charge for any special tooling, which tooling shall remain the property of Permco. In no event will the customer acquire any interest in the special tooling, even if such special tooling has been converted or adapted for the manufacture of products for the customer and notwithstanding any charges paid by the customer. Unless otherwise agreed in



writing, Permco has the right to alter, discard, or otherwise dispose of any special tooling or other property owned by Permco in its sole determination at any time.

11. **Delivery Schedule and Acceptance.** Delivery dates are estimates, and Permco will not be responsible for shipment delays and any direct or consequential costs or damages caused by the carrier, the customer's inability to accept the goods on the delivery date, or other causes beyond Permco's control. Should the customer not accept delivery on the date agreed upon with the shipping company, the customer will be subject to all applicable redelivery charges, storage fees, and other charges incurred for the canceled delivery. The customer must inspect the product at the time of delivery and notify the carrier immediately of any damage which should be noted on the bill of lading. If the shipment does not conform to the packing list, the customer must notify Permco in writing within 5 business days of delivery. If neither of the foregoing steps are taken, the shipment will be deemed to have been accepted by the customer.
12. **Cancellations and Changes.** Orders shall not be subject to cancellation or change by the customer, for any reason, except with Permco's written approval. Permco will communicate in writing to the customer all cancellation charges associated with any request to cancel an order, including but not limited to all labor costs and expenses, costs of materials that are not usable by Permco, and other non-recoverable costs incurred. Reschedules may result in a per piece price increase and longer lead times. Permco may change product features, specifications, designs, and availability without notice to Customer.
13. **Inspection.** Customer shall inspect the products promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). Failure by Customer to provide Permco with written notice of a claim within 30 days from the date of delivery or, in the case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Customer of all claims with respect to such products.
14. **Destination Control Statement.** Permco products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.



15. **Returns, Refunds, and Exchanges.** Generally, all sales are final. Permco warrants that when shipped from Permco's manufacturing facility, the products sold hereunder (i) shall be new and unused; and (ii) shall be free from defects in material and workmanship for the term of this warranty. Permco makes no warranty on any product used in any way except as it was designed, intended and sold to perform. Permco's sole liability to Customer arising from, or relating to, any product sold hereunder shall be limited exclusively to repair or replacement of the product sold, or refund of the purchase price paid by the Customer, at Permco's sole option, in accordance with the procedures set forth herein.
- a. **Eligibility for Returns:** When returning a unit for Warranty consideration, please do not disassemble it. Disassembling a unit may make it difficult to verify the cause of a failure and void the warranty. The unit must be returned in good, working condition, and with all accompanying parts, and accessories (if any). Should the unit not be in good working condition, is damaged, or there are missing parts or accessories there may be additional fees incurred.
 - b. **Non-Warranty Returns:** Non-warranty returns are subject to a restocking fee. This fee is necessary to cover several associated costs, including the inspection, repackaging, and reintegration of the returned items into inventory. Each returned item must be thoroughly inspected to ensure it is in resalable condition, which requires time and labor. Updating inventory systems and managing the logistics of restocking incurs further costs. If Permco determines a valid warranty claim does not exist, it will advise the Customer of its determination in writing and will request the Customer to advise Permco as to what it wants done with the returned product. If the Customer requests the return of the product, Customer shall pay the cost of return in advance prior to Permco's shipment of said product back to said Customer. Otherwise, after Permco has inspected the returned item and any related items and components, we will issue a refund to you. This refund will be in the amount of the original purchase price and related charges less the cost of the return shipping, a minimum of 25% restocking fee and any adjustments related to missing items or damage referred to above. If the Customer fails to respond within 30 days of the Warranty Report, Permco will dispose of the returned product and consider the matter closed.
 - c. **Process for Returns:** If a Customer claims a breach of the warranty set forth above, Customer must:



- i. Promptly notify Permco in writing of the alleged defect in materials and/or workmanship, including the circumstances of the product failure.
 - ii. Utilize the warranty claim form, if any, being currently utilized by Permco.
 - iii. Provide Permco with such other information as reasonably requested by Permco or its agents regarding the product failure and the surrounding circumstances.
 - iv. Provide Permco, at Permco's option, with the right to examine the product in question at the site of the failure or to ship, at the Customer's cost, the product back to Permco's facility or an authorized warranty repair center according to the instructions provided by Permco.
 - v. Obtain a Return Authorization Number (RAN) from Permco if the product is to be returned to Permco or its authorized warranty repair center (Please note: a RAN shall be valid for only 30 days and shall be referenced in all correspondence from Customer to Permco).
 - vi. If so requested, return the product unopened to Permco as a unit. and
 - vii. Unless so instructed by Permco, retain any loose parts.
 - d. Refunds: Within 30 days from the receipt of the product by Permco or its agent, Permco shall determine whether a valid warranty claim exists. If a valid claim exists, Permco, at its sole option, shall either (i) replace or repair the product and then ship the repaired or replacement product to Customer at Permco's sole cost. or (ii) refund the purchase price paid by Customer for said product. If a valid warranty claim exists, Permco shall also reimburse the Customer for the cost of shipping the product to Permco or its agent.
16. **Permco's Rights.** If Customer should fail in any manner to fulfill the terms and conditions hereof, Permco may defer further shipments until such default is cured. Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to Permco. If for any reason, the quantities of the products covered hereby or of any materials used in the production of the products reasonably available to Permco shall be less than Permco's total needs for its own use and for sale, Permco may allocate its available supply of products among its existing or prospective purchasers and/or its own departments, divisions and affiliates in such manner Permco deems proper in Permco's sole discretion, without thereby incurring liability on account of the method of allocation determined or its implementation or for failure to perform this Agreement.



17. Intellectual Property Rights.

- a. **Ownership:** All intellectual property rights in and to the products, including but not limited to design, technology, software, documentation, trademarks, trade names, and patents, are and shall remain the exclusive property of Permco. The sale of products under these Terms and Conditions does not constitute a transfer of any intellectual property rights to the customer, except for the limited right to use the products as sold.
- b. **Use of Products:** Customers are granted a non-exclusive, non-transferable right to use the products under these Terms and Conditions. Customers shall not modify, reverse engineer, disassemble, or decompile the products, or make any attempt to discover the underlying technology, software, or algorithms.
- c. **Confidentiality:** The customer agrees to keep confidential and not disclose to any third party any proprietary or confidential information of Permco, including technical data, operating manuals, and product specifications, without the prior written consent of Permco.
- d. **Prohibition on Infringement:** The customer shall not use Permco's trademarks, service marks, logos, or any other intellectual property in a manner that infringes upon Permco's rights or in a manner that is misleading or likely to cause confusion, deception, or misunderstanding among the public.
- e. **Notification of Infringement:** The customer agrees to notify Permco immediately upon becoming aware of any unauthorized use of Permco's intellectual property or any infringement claims made by third parties.
- f. **Indemnification:** The customer agrees to indemnify and hold harmless Permco from any damages, losses, costs, or expenses, including reasonable attorney's fees, resulting from the customer's unauthorized use of intellectual property or breach of these intellectual property provisions.
- g. **Survival:** The obligations and rights under this intellectual property section shall survive the termination or expiration of these Terms and Conditions.

- 18. Warranty of Merchantability.** Permco hereby warrants that all products sold under these Terms and Conditions are free from substantial defects in material and workmanship and are of sufficient quality to be sold under the merchantable goods standard applicable under the Uniform Commercial Code as enacted in the



State of Ohio. This warranty of merchantability guarantees that the products are fit for the ordinary purposes for which such goods are used.

- a. **Duration:** The warranty of merchantability shall commence on the date that said product is shipped to the original Customer of said product (the "Warranty Start Date") and shall expire on the earlier of: (i) 24 months from the Warranty Start Date. or (ii) 4,000 hours of normal use. The warranty period stipulated above shall terminate if Customer or a third party undertakes inappropriate or improper modification or repair, including, but not limited to, the use of other than genuine Permco parts in the repair of said product, or if the Customer, in case of a defect, does not as soon as reasonably possible take all appropriate steps to mitigate its damages and to notify Permco in writing of Customer's warranty claim.
- b. **Exclusions:** This warranty does not cover damages resulting from misuse, abuse, unauthorized repairs or modifications, improper installation, or maintenance, and normal wear and tear. This warranty does not apply to any special products or items designed and/or manufactured to a customer's specifications. Excluded from Permco's warranty and liability for defects are all deficiencies which cannot be proved to have their origin in bad material or poor workmanship, e.g. for deficiencies resulting from normal wear and tear, improper maintenance or repair, use of replacement parts other than genuine Permco parts, misuse, neglect, improper handling or storage, failure to observe the operating instructions, pressure spikes, or deficiencies resulting from other reasons beyond Permco's control, including damages caused by erosion, corrosion or cavitation.
- c. **Remedy:** Should any product fail to meet the standards of merchantability during the warranty period, Permco will, at its option, repair or replace the defective product, or refund the purchase price to the Customer. The choice of remedy will be at Permco's sole discretion.
- d. **Claims Process:** Customers wishing to make a claim under this warranty must notify Permco in writing within the warranty period, specifying the nature of the defect. Permco may require the return of the defective product, at the Customer's expense, for inspection.
- e. **Limitation:** This warranty of merchantability is the sole warranty provided by Permco regarding the products sold, except for any additional warranties specified herein. This warranty grants specific legal rights, and customers may have other rights which vary from jurisdiction to jurisdiction.



19. **Disclaimer of Other Warranties.** THE WARRANTIES SET FORTH HEREIN OR IN PERMCO'S WARRANTY DOCUMENTS WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY PERMCO IN CONNECTION WITH THE PRODUCTS AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THIS SALE. PERMCO MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND PERMCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PRODUCTS SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY PERMCO IN WRITING. PERMCO'S SOLE OBLIGATION FOR A REMEDY TO CUSTOMER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES, INCLUDING RELATING TO THE INSTALLATION OF SUCH PRODUCT.
20. **Mutual Confidentiality Clause.** Both Permco and the customer agree to maintain the confidentiality of all confidential information that is exchanged between them or otherwise accessed or disclosed in the course of their business relationship. Confidential information includes, but is not limited to, technical data, trade secrets, know-how, business operations, strategies, pricing, and any other information that is clearly identified as confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.
- a. **Use of Confidential Information:** Each party agrees to use the other party's confidential information solely for the purpose of fulfilling its obligations under these Terms and Conditions and any related agreements. The receiving party shall not disclose, copy, distribute, or use the confidential information for any other purpose without the express written consent of the disclosing party.
 - b. **Protection:** Each party agrees to take all reasonable steps to protect the other party's confidential information from unauthorized use, disclosure, or access. This includes implementing and maintaining effective security measures and ensuring that any employees, agents, or subcontractors who have access to the confidential information are bound by similar obligations of confidentiality.



- c. Exceptions: The obligations of confidentiality do not apply to information that: (a) is or becomes publicly known through no breach of this clause by the receiving party. (b) is received from a third party without breach of any obligation of confidentiality. (c) is independently developed by the receiving party without use of the disclosing party's confidential information. or (d) is required to be disclosed by law, provided that the disclosing party is given reasonable notice of the intended disclosure and an opportunity to contest or minimize the disclosure.
 - d. Term: The obligations of confidentiality under this clause shall survive the termination or expiration of any agreement between Permco and the Customer for a period of five years from the date of termination or expiration.
 - e. Both parties acknowledge that the unauthorized disclosure or use of confidential information may cause irreparable harm and significant injury, which may be difficult to quantify. Therefore, each party agrees that the other party shall have the right to seek an injunction or other equitable relief to enforce the terms of this clause, in addition to any other remedies available under law or equity.
21. **Privacy Policy.** Permco is committed to protecting the privacy and security of its customers' information. Permco wants you to understand how we collect, use, and disclose personal information. This Privacy Policy describes our practices with personal information that we collect and our approach to privacy. It applies to information we collect when you access or use our website or interact with us, through telephone, email, and other customer support channels and on social media.
- a. Collection of Information.
 - i. Personal Information. Customers may be required to provide the following types of information:
 - Name
 - Postal address (including billing and shipping addresses)
 - Telephone number
 - Email address
 - Payment information (e.g. credit and debit card number, bank account number)
 - Username or profile name
 - Personal Information from your social media accounts that you share with Permco when connecting your accounts with us



- ii. Other Information.
 - Browser type and version
 - Mobile application phone type, version, and OS
 - IP address
 - Information collected through cookies, pixel tags, and other technologies
 - Demographic information that does not reveal your specific identity
 - Software application version
 - Device identification number

- b. Use of Cookies. Permco uses cookies and similar tracking technologies to collect and use Personal Information about you for analytics purposes and to provide internet-based advertising. For more details, please refer to our Cookie Policy below.

- c. Use of Personal Information. Permco may use Personal Information to:
 - i. Respond to your questions, fulfill your requests, complete your purchases, and provide you with related customer support,
 - ii. Send information to you, such as changes to our Terms and Conditions, policies, and marketing information. You can opt-out of marketing communications at any time by contacting us at 1-800-626-2801 (+1 330-626-2801 if outside the USA) or support@permco.com.
 - iii. Inform business operations, including data analysis, audits, fraud monitoring and prevention, and improving and developing products.
 - iv. Permco and our service providers may use Personal Information in any other way we may describe when you provide the information and for any other purpose with your consent.

- d. Lawful Basis for Processing: Permco processes your personal information based on the following legal grounds:
 - i. Performance of a contract with you
 - ii. Compliance with legal obligations
 - iii. Legitimate interests pursued by Permco (e.g., fraud prevention, improving services)
 - iv. Your consent, where applicable

- e. Disclosure of Personal Information. Permco shares Personal Information with the following categories of third parties:



- i. Service Providers – Our trusted third-party service providers carry out activities at our direction, including website hosting, data analysis, payment processing, order fulfillment, customer service, email delivery, auditing, and other services.
- ii. Social Media – By connecting your social media account, you authorize Permco to share information with your social media account provider and understand that the use of that information is governed by the social media site’s privacy policy.
- iii. Legal Authorities – Permco may share Personal Information with public and government authorities to protect and defend our legal rights and those of others.

Permco may also share Personal Information:

- For the purpose for which you provide it.
 - To enforce or apply our Terms and Conditions or other agreements, including for billing and collection purposes.
 - If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Permco, our customers, or others.
 - For any other purpose disclosed by us when you provide the information.
 - With your consent.
- f. Data Security. Permco has implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure. Your credit and debit card payment information is secured in accordance with the requirements of the Payment Card Industry Data Security Standard (PCI-DSS). When you provide your payment card information for payments, our payment processor, not Permco, stores your payment card information and Permco will only receive and store a unique representation of your payment card called a “token” that identifies you with our payment processor in order to process your payments.
 - g. Data Retention: Permco retains your personal information for as long as necessary to fulfill the purposes for which it was collected, including any legal, accounting, or reporting requirements. To determine the appropriate retention period, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure, and the purposes for which we process your personal data.



- h. International Transfers: Permco may transfer personal information to countries outside the European Economic Area (EEA). When we do so, we ensure an adequate level of protection is afforded to it by implementing at least one of the following safeguards:
 - i. Transferring to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.
 - ii. Using specific contracts approved by the European Commission which give personal data the same protection it has in Europe.
 - iii. Transferring personal data to US-based providers that are part of the Privacy Shield.

- i. Your Rights: Depending on your jurisdiction, you may have certain rights regarding your personal information, such as the right to:
 - i. Access your personal data
 - ii. Rectify inaccurate or incomplete data
 - iii. Erase your personal data (right to be forgotten)
 - iv. Restrict the processing of your data
 - v. Data portability
 - vi. Object to processing
 - vii. Withdraw consent

To exercise your rights, please contact us at 1-800-626-2801 (+1 330-626-2801 if outside the USA) or support@permco.com.

- j. Automated Decision-Making: Permco does not use your personal information for automated decision-making or profiling that produces legal or similarly significant effects.

- k. Third-Party Services. This Privacy Policy does not address privacy practices of any third parties, and Permco is not responsible for practices of any third parties. Please review third-party privacy policies to understand how they handle your Personal Information.

- l. Changes to This Privacy Policy: Permco may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on our website. You are advised to review this Privacy Policy periodically for any changes.

- m. Contact Us: If you have any questions about this Privacy Policy or our privacy practices, please contact us at 1-800-626-2801 (+1 330-626-2801 if outside the USA) or support@permco.com.



22. Cookie Policy Our website uses cookies to enhance your browsing experience. This policy explains what cookies are, how we use them, and how you can control them.

- a. **What are Cookies?** Cookies are small text files that are placed on your device by websites that you visit. They are widely used to make websites work, or work more efficiently, as well as to provide information to the owners of the site.
 - b. **How We Use Cookies.** We use cookies for several reasons, including:
 - i. **Strictly Necessary Cookies:** These cookies are essential for you to browse the website and use its features.
 - ii. **Preferences Cookies:** Also known as “functionality cookies,” these cookies allow our website to remember choices you have made in the past.
 - iii. **Statistics Cookies:** Also known as “performance cookies,” these cookies collect information about how you use our website.
 - c. **Consent to Use Cookies.** Under data privacy laws, we are required to obtain your consent before using any cookies except strictly necessary cookies and must provide you with an opt-out option for denying consent to use cookies that collect and sell your personal information.
 - d. **How to Control Cookies.** You can control and/or delete cookies as you wish. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.
 - e. **Changes to this Cookie Policy.** We may update this Cookie Policy from time to time in order to reflect changes to our practices or for other operational, legal, or regulatory reasons.
 - f. **Contact Us.** For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us at support@permco.com.
- 23. Limitation of Liability.** No claim by Customer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of product delivered or non-delivery, shall be greater in amount than the purchase price for the products in respect of which damages are claimed. IN NO EVENT SHALL (A) PERMCO BE LIABLE TO CUSTOMER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL,



CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL SPECULATIVE, STATUTORY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, AND (B) PERMCO'S TOTAL LIABILITY RELATED TO THE PURCHASE OF ANY GOODS AND/OR ACCESSORIES EXCEED THE PURCHASE PRICE OF SUCH GOODS AND ACCESSORIES.

24. **Governing Law.** These Terms and Conditions, and any disputes arising out of or related to the products and services provided by Permco, shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions. Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions or the transactions contemplated hereby shall be instituted exclusively in the state or federal courts located in Portage, County, Ohio. and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
25. **Claim Deadline.** Any claim or cause of action you may have with respect to Permco or the products and services provided must be commenced within one (1) year after the claim or cause of action arises, otherwise, such claim or cause of action is permanently barred.
26. **Jury Trial Waiver.** THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
27. **Export Control.** Products and services provided by Permco are subject to the export control laws and regulations of the United States, including the Export Administration Regulations (EAR) and sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Permco products are authorized for export only to certain countries and may not be sold, transferred, or otherwise disposed of to any other country or any person other than the authorized recipient, in violation of U.S. law. It is the responsibility of the customer to comply with these laws and regulations. By purchasing Permco



products, the customer agrees to abide by all applicable export control laws and regulations and confirms that the products will not be used, sold, transferred, or otherwise disposed of in a manner not authorized by U.S. law.

28. **Force Majeure.** Permco is not liable for the delay or failure to fulfill any of its obligations because of any events or circumstances beyond its reasonable control. Such circumstances include without limitation: “acts of God”, accidents, labor disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness or public health emergencies, cyber-related disruptions, cyber-attacks, ransomware sabotage, delays or failures in delivery from carriers or suppliers, shortages of materials, sudden increases in the price of raw materials or components, shutdowns or slowdowns affecting the supply of raw materials or components, oil shortages or oil price increases, failures of public utilities (including the internet), energy crisis, energy or fuel interruption, civil unrest, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, embargoes, fire or any reason whether similar to the foregoing or otherwise. Permco will resume performance as soon as practicable after the event of force majeure has been removed and reschedule delivery dates that were affected by the event as soon as practicable after the event ceases to exist. An event of force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or subcontractors. An event of force majeure in the meaning of these terms means any circumstances beyond Permco’s control that permanently or temporarily hinder performance, even where that circumstance was already foreseen. The customer shall not be entitled to cancel any orders following its claim of an event of force majeure without written consent from Permco.
29. **Amendments to Terms and Conditions.** These Terms and Conditions may be amended, modified, or supplemented only by a written document signed by duly authorized representatives of both Permco and the customer. Any proposed amendments will be notified to the other party at least 30 days before the proposed effective date of such amendments. The notice shall include a copy of the proposed amendment and its effective date. Until such time as an amendment is made effective, the current Terms and Conditions shall remain in full force and effect.
30. **Miscellaneous.** These Terms and Conditions are the sole and exclusive statement of the parties’ understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other document received from Customer or submitted to Permco. These Terms and Conditions constitute the entire agreement



between the parties regarding the subject matter hereof and can only be modified or changed in writing and signed by authorized representatives of both parties. No waiver by Permco of any of the Terms and Conditions or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these Terms and Conditions. If any clause or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect. The paragraph headings are for convenience only and shall not be used in interpreting or construing these Terms and Conditions.