

## **SALES TERMS AND CONDITIONS**

### **I. GENERAL**

The following Terms and Conditions (“Terms”) are applicable to all sales made by Rodics Innovation, Inc. (“Seller”), a Delaware corporation with offices located at 70 W. Madison St., Ste 5750, Chicago 60602, IL, and the other party whom Seller contracts (“Buyer”) for the sale of its goods. The acceptance of any order is expressly conditioned upon Buyer’s consent to these Terms. No interlineations, deletions, modifications or amendments to these Terms shall be binding on Seller unless agreed to and accepted in writing by Seller.

All sales are subject to written acceptance by Seller and Seller reserves the right to reject any order for any reason, or no reason at all, in its sole discretion. Buyer must respond to Seller’s written acceptance within twenty-four (24) hours of receipt of such confirmation if it wishes to cancel the order or: (i) Buyer will waive its right to cancel the order and (ii) Buyer will be deemed to have accepted these Terms.

### **II. PRODUCT INFORMATION; PRICE QUOTATIONS**

The quotations or tenders are noncommittal and non-binding in nature. No contract shall arise until a written acknowledgment from Seller accepting Buyer’s order, is sent by Seller to Buyer. Seller will be entitled to adjust agreed prices on the basis of the average change in the cost price of the goods to be delivered and/or activities to be performed by Seller.

The weights, dimensions, capacities, performance ratings, characteristics and other data on Seller’s catalogs, prospectus, circulars, advertisements, price lists and instructions sheets are mentioned only as general information. They are only approximate and shall not bind Seller.

In addition, in the context of an eco-responsible approach, Buyer agrees to only use specific paintballs recommended by Seller.

### **III. DELIVERY**

Unless otherwise specified by the parties in writing, the delivery of the goods shall be made to Buyer at the place specified in the order or as subsequently agreed between the parties, and the risk of loss with respect to the goods shall pass to Buyer at the time of shipment. The method and agency of transportation and routing will be designated by Seller. In the event Buyer requests alternative shipment or routing, the resulting alternative packing, shipping and transportation charges will for Buyer’s account.

### **IV. DELAYS IN DELIVERY**

Any specific shipping date designated in writing signed by Seller shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of “time is of the essence”. Seller shall not be liable for any delays in filling such order caused by delays resulting from any and all conditions beyond the control of Seller, including but not limited to, (a) accidents to or

malfunctions of Seller's or Seller's subcontractors' or suppliers' machinery; (b) differences with employees, strikes, or labor shortage; (c) fire, floods, hurricanes, other natural disaster, or pandemics; (d) supplier or subcontractor delays, including any quantity or quality defects; (e) delays caused by an instrumentality of the United States Government or any government or any agency; (f) delays in transportation; (g) restriction imposed by any governmental regulation, whether valid or invalid; or other cause beyond the control of Seller, or any condition without the sole fault or negligence of Seller.

## **V. PAYMENT**

Unless otherwise stated payment for the goods shall be received by Seller at the time the order is approved and, in any case, before the goods are released for shipment. If Buyer pays via credit, debit, charge card or PayPal, Seller may validate name, address, and other personal information during the order process against appropriate third-party databases to ensure that the account actually belongs to Buyer. By accepting these Terms, Buyer consents to such checks being made. In performing these checks, personal information provided by Buyer may be disclosed to a registered credit reference agency, which may keep a record of that information. The price does not include any present or future Federal, State or Local property, sales, use, excise, license, gross receipts or other taxes or assessments which may be applicable to, imposed upon or result from this transaction or any services performed in connection with these Terms and/or the goods.

## **VI. INSPECTION; RETURNS**

Unless Seller receives a written complaint with full particulars from Buyer regarding any defective goods or other complaints within five (5) business days from the date the goods are delivered, the goods shall be deemed to have been delivered in good condition and that the delivery is accepted. Acceptance of the returned goods does not imply acknowledgment by Seller of the reason for the return. Goods returned by Buyer to Seller will remain at Buyer's risk and Buyer will owe the agreed amounts until Seller has credited Buyer for these goods. The goods accepted by Buyer from Seller, which Buyer has put fully or partly into use, treated, processed or delivered to others will be considered to conform to the contract.

## **VII. LIMITED WARRANTY OF GOODS AND SERVICES; DAMAGES**

Seller's limited warranty relating to the goods is made available to Buyer on Seller's website at: <https://rodicsinnovation.com/limited-warranty/>.

## **VIII. INDEMNIFICATION**

Except as otherwise provided for herein, Buyer and its parent, subsidiary, affiliated and related companies, and their respective predecessors, past and present officers, directors, shareholders, agents, employees, legal representatives, successors and assigns (the "indemnifying parties") assumes liability for, and shall pay when due, and shall indemnify, reimburse and hold Seller, and its parent, subsidiary, affiliated and related companies, and their respective predecessors, past and present officers, directors, shareholders, agents, employees, legal representatives, successors and assigns (the "indemnified parties") harmless from and against any and all Claims (defined below),

directly or indirectly relating to or arising out of the acquisition, use, purchase, shipment, transportation, delivery, ownership, possession, storage, return or condition of the goods (regardless of whether the goods are at the time in the possession of the indemnifying parties), the falsity of any representation or warranty of Buyer, or Buyer's failure to comply with these Terms. The foregoing indemnity shall cover, without limitation, any claim for negligence, gross negligence, or liability in tort.

"Claims" means any and all liabilities, losses, damages, actions, suits, demands, claims of any kind and nature and all costs and expenses whatsoever to the extent they may be incurred or suffered by the indemnified parties in connection with the goods (including, without limitation, reasonable attorneys' fees and expenses), fines, penalties (and other charges of applicable governmental authorities), damage to or loss of use of property (including, without limitation, consequential or special damages to third parties or damages to Buyer's property), or bodily injury to or death of any person(s) (including, without limitation, any agent or employee of Buyer, user of the goods, or any other person).

## **IX. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights to, ownership of, and interest in all goods, trademarks, trade names, logos, distinctive marks, designs, and other materials created and/or made available by Seller hereunder or within the framework of the relationship between Buyer and Seller (the "Intellectual Property") are vested exclusively in Seller. Buyer shall not reproduce, modify, transfer, grant, assign, license or use the Intellectual Property, except in accordance with these Terms.

Buyer shall not remove or alter indications concerning intellectual property rights and concerning the confidential nature of information from goods, services, programs, works, distinctive marks, inventions, designs, models and other materials created and/or made available by Seller and goods delivered.

Buyer shall not alter, or have altered, modify, or have modified, adapted or otherwise reconfigured, the goods, programs, works, distinctive marks, inventions, designs, models and other materials created and/or made available by Seller.

Seller will indemnify Buyer against claims of third parties based on the allegation that by using the goods, Buyer has infringed the intellectual property rights of such third parties, provided that Seller is promptly notified in writing and given authority, information and assistance with defense of the claim(s). Seller, at its option, shall (1) procure the right of Buyer to continue to use the goods, (2) modify the goods so that it becomes non-infringing, (3) replace the goods with non-infringing goods, or (4) remove the goods and refund the purchase price. The foregoing shall not be construed to include any agreement by Seller to accept any liability whatsoever with respect to Buyer's own or third party equipment, documents or materials used in combination with or related to the goods. The foregoing states the entire liability of Seller with regard to intellectual property infringement.

## **X. CANCELLATION PRIVILEGES**

Purchase orders may not be cancelled by Buyer without the express written consent of an authorized person on behalf of Seller. If Buyer - validly - cancels an order, Buyer will be obliged to compensate Seller for any costs incurred by Seller in connection with making the offer and entering into the contract and the damage and/or loss arising from the cancellation.

## **XI. FORCE MAJEURE**

If Seller is temporarily unable to perform any of its obligations to Buyer because of Force Majeure, Seller will be entitled to suspend performance of the contract for as long as the Force Majeure lasts. If Seller is permanently unable to perform any of its obligations to Buyer because of Force Majeure, it will be entitled to cancel the specific order with immediate effect and without any damages whatsoever. Buyer agrees to indemnify, defend and hold Seller harmless against any claims made by third parties based on whole or in part on Seller's inability to perform because of Force Majeure.

## **XII. GOVERNING LAW; JURISDICTION**

These Terms and all transactions between Seller and Buyer are governed by the laws of the State of Delaware in the United States, without reference to conflict of laws principles. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. In the event of a dispute arising from or relating to these Terms, which is not resolved by negotiation between the parties, the parties hereby agree to personal exclusive jurisdiction in the state and federal courts located in Chicago, Illinois.

## **XIII. ENTIRE AGREEMENT**

These Terms constitute the sole terms and conditions of the contract between Buyer and Seller. No other terms, conditions, or understanding, whether oral or written, shall be binding upon the Seller, unless hereafter made in writing and signed by Seller's authorized representative and, in the case of printed matter, also initialed by such representative next to such printed term or condition.

## **XIV. SEVERABILITY**

Should any provision of this Agreement be judicially declared unenforceable, that provision shall be deemed stricken and the remainder shall continue in full force and effect insofar as it remains a workable instrument for effectuating the intents and purposes of the parties. The Parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.