

1. **Acceptance.** Celeste, a division of Illinois Tool Works Inc. is herein referred to as "Seller" and the customer purchasing products ("Products") is herein referred to as "Purchaser." Unless otherwise agreed in writing by Seller in a duly executed agreement which is in effect as of the date of Purchaser's purchase, these terms and conditions of sale ("Terms"), any Seller quotation, acknowledgment, invoice and other document or form prepared or delivered by Seller (collectively, "Seller Documents" and together with these Terms, the "Agreement"), constitute the complete terms governing the sale of Products. Seller may update these Terms at any time without notice. The current version of these Terms shall apply to all shipments made after such website has been updated. **Please refer to Section 34 if the Seller is Located (as defined in Section 34) outside the United States.** SELLER HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN ANY OF PURCHASER'S BUSINESS FORMS OR ON PURCHASER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. These Terms are applicable to all sales of Products, all Seller Documents, and all purchase orders ("Purchase Orders") from Purchaser. No site usage agreement or any other click through agreement on a website will have any applicability or binding effect whether or not Seller clicks on an "ok," "I accept," or similar acknowledgment. Commencement of any work by Seller, or Purchaser's acceptance of delivery of any Products, will manifest Purchaser's assent to the Agreement. Additional or different terms applicable to a particular sale may only be specified in the body of a Seller Document or expressly agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms expressly agreed to in writing and executed by an authorized officer of Seller; (b) Seller Document terms; (c) these Terms. Notwithstanding anything contained in the foregoing to the contrary, if a reference to these Terms is contained in any Seller Document or writing executed by an authorized officer of ITW, these Terms shall take precedence over any conflicting or contrary terms.
2. **Quotations.** Quotations are only valid in writing and for 30 days from the date of the quotation unless otherwise set forth in Seller's quote. All quotations by Seller are subject to change or withdrawal without prior notice to Purchaser. Quotations are made subject to approval by Seller of Purchaser's credit. Seller may refuse and shall have no obligation to sell or deliver Products unless and until Seller issues an order acknowledgement or upon the shipment of Products.
3. **Prices.** Prices shall be in the currency set forth in Seller's quotation and are subject to change without prior notice for any reason. In addition, if a raw material, component, or service provider raises its prices, or imposes a surcharge on Seller, or if the cost of any of Seller's inputs into the Products increase, Seller reserves the right to increase prices and/or surcharge Purchaser, and Purchaser agrees to accept such price increase or surcharge until the term of such cost increase or surcharge or until the termination of the contract to which these terms and conditions apply is reached. Time of payment is of the essence. All orders are accepted subject to Seller's price in effect at time of shipment. If Purchaser objects to any price increase (regardless of the amount or cause of such increase), or if Purchaser refuses to provide a new purchase order reflecting such price increase, Seller may, at its option, stop any or all future shipments of Products (regardless of whether such price increase affects such Products).
4. **Terms of Payment.** The inspection rights granted to Purchaser will not affect or alter the payment terms or the timing of Purchaser's payment obligations. Under no circumstances will Purchaser have a right of set-off. Seller shall have the right to offset its payables against its receivables related to goods purchased from Seller. Unless otherwise expressly agreed to by Seller in Seller's quotation, terms of payment are thirty (30) days net from the date of Seller's invoice. No discount shall be allowed on transportation charges. In the event of Purchaser's failure to pay Seller's invoice(s) or of any late invoice payments by Purchaser, Seller reserves the right to take any or all of the following actions: (a) any actions allowable under law; (b) withhold shipment of any Products; (c) demand the return of previously shipped goods; (d) institute new payment terms; and/or (e) cancel any purchase orders. In addition, Purchaser agrees to pay interest on overdue invoices at the rate of 1.5% per month, but not higher than the highest rate permitted by law. If Purchaser fails to make any payment as required, Purchaser agrees to indemnify Seller for all costs and expenses, including reasonable attorneys' fees, court costs, and associated expenses incurred by Seller. Purchaser is expressly forbidden from debiting or invoicing Seller for any sums, amounts or damages which the Supplier has not expressly acknowledged as being its responsibility to pay. Any amount so debited or invoiced shall be deemed to be a failure by Purchaser to pay Seller's invoice(s) in the amount of such debit or invoice.
5. **Credit Approval.** All shipments to be made hereunder shall at all times be subject to the approval of Seller's credit department. Seller may invoice Purchaser and recover for each shipment made pursuant to these Terms as a separate transaction without regard to any other order or agreement with Seller. If, in Seller's sole judgment, the financial responsibility of Purchaser is or becomes unsatisfactory, then Seller may, at its option and without prejudice to any of its other remedies, (a) defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance, and/or (b) terminate any or all Purchase Orders of Purchaser.
6. **Cancellation or Modification.** Seller reserves the right to cancel any Purchase Orders or releases thereunder, or terminate any agreement relating to purchase of Seller's Products, upon 10 days' notice to Purchaser. Additionally, Seller may, in its sole discretion, allocate its available supply of Products among itself and its customers in such manner as Seller, in its reasonable judgment deems fair and equitable. Once Seller has either accepted a Purchase Order or has begun taking actions with respect to such Purchase Order, such Purchase Order cannot be canceled, terminated or modified by Purchaser in whole or in part except with Seller's consent in writing. In such event, Purchaser will be liable for cancellation or modification charges and all costs incurred and committed for the order or in connection with the cancellation or modification, as applicable, together with a reasonable allowance for prorated expenses and anticipated profits. If Purchaser nonetheless repudiates the contract or notifies Seller to proceed no further therewith,

Seller shall have the right to deliver all finished goods and goods in process, and Buyer agrees to accept same and to pay to Seller the contract price for all finished goods plus reimbursement for unfinished goods.

7. **Inspection / Non – Conforming Shipments.** Seller grants Purchaser the right to inspect Products for a period of 15 business days immediately following delivery (“Inspection Period”). Purchaser must notify Seller in writing of any Products that do not conform to the specifications applicable to their sale within the Inspection Period. Purchaser must afford Seller a reasonable opportunity to inspect such Products and cure any nonconformity. If Purchaser fails to provide Seller with such written notice of nonconformity within the Inspection Period, Purchaser shall be deemed to have accepted the Products. Purchaser shall not return any Product without Seller’s prior written authorization. Any return authorized by Seller must be made in accordance with Seller’s return policies then in effect and must be accompanied by a Returned Goods Authorization (“RGA”) from Seller. Purchaser will be responsible for all costs and expenses associated with any returns of Products and will bear the risk of loss or damage of such Products, unless Seller agrees otherwise in writing or determines that the Products do not conform to the applicable terms of sale. Seller, in its sole discretion may reject any return of Product not approved by Seller in accordance with this paragraph or otherwise not returned in accordance with Seller’s then current-return policies.
8. **Title / Risk of Loss / Delivery.** Seller anticipates use of common carriers for transport of Products. Unless specifically otherwise provided in Seller’s invoice, the carrier, and not Seller, will bill for freight rates and other transportation charges. Such payments are solely the responsibility of the Purchaser, to be paid directly by the Purchaser to the carrier. Seller reserves the right to schedule its production and to make deliveries accordingly. In circumstances where the Purchaser specifies deliveries to be made in installments, which do not conform to such schedule and Seller elects to deliver as specified by Purchaser, Seller shall have the right to adjust the price to cover Seller’s additional costs. All Products shall be shipped ExWorks Seller’s plant (Incoterms 2020). Title to the Products and risk of loss shall pass to Purchaser upon delivery in accordance with the applicable shipping term. Purchaser shall assume all risk and liability for loss, damage, or destruction, as well as the results of any use or misuse by third parties who may acquire or use the Products illicitly after the delivery to the carrier. All shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller reserves the right to ship items in single or multiple shipments.
9. **Damage.** Purchaser must notify Seller and the delivering carrier within fifteen (15) business days from date of receipt of Products, of any damage or shortage, and afford Seller a reasonable opportunity to inspect the Products. Any loss occasioned by damage or shrinkage in transit will be for Purchaser’s account and claims for such loss shall be made solely against the carrier.
10. **Quantities.** Unless otherwise agreed in writing, any variation in quantities shipped over or under the quantities ordered (not to exceed 10%) shall constitute compliance with Purchaser’s Order and the stated price per item will continue to apply. If a Purchase Order does not specify quantities, or specifies the quantities as “blanket order”, “as released”, “as scheduled”, “as directed”, “subject to Purchaser’s production releases” or another similar reference, or if a Purchase Order purports to be a “Requirements Contract” (or something similar) but Seller has not expressly agreed in writing to such requirements obligations, Seller is not obligated to ship any Products beyond the quantity contained in any firm release that has been accepted by Seller, and Seller is not obligated to accept any future orders, Purchase Orders, releases or offers.
11. **Limited Warranty.** Seller warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under Seller. Seller further warrants that, at the time of delivery and given proper dilution as determined by Seller, the Products will conform to mutually agreed upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship. In the event of a breach of the warranties set forth above (the “Warranties”), Seller will, at Seller’s option and as Seller’s sole liability and Purchaser’s sole remedy, replace or credit Purchaser’s account for, any Product that fails to conform to the Warranties, provided that (i) Seller is promptly notified in writing upon discovery of such failure with a detailed explanation of any alleged deficiencies; (ii) Seller is given a reasonable opportunity to investigate all claims; and (iii) Seller’s examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by improper dilution, accident, misuse, neglect, unauthorized alteration or improper testing. No Products may be returned to Seller until inspection and approval by Seller and receipt by Purchase of a written “Return Good Authorization” from Seller. Except as provided herein, Seller will neither accept return of Product, nor be responsible for its destruction. The Warranty against defects does not apply to: (1) Purchase’s failure to properly dilute the product in accordance with Seller’s written Product documentation; or (2) use of the Products with products not contemplated under the Product documentation.
12. **Disclaimer of Further Warranties.** EXCEPT AS SET FORTH IN SECTION 11 ABOVE, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).
13. **Limitation of Liability and Remedies.** SELLER SHALL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST SELLER, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON SELLER’S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. SELLER WILL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE. IN NO

EVENT WILL SELLER'S LIABILITY UNDER THESE TERMS OR IN CONNECTION WITH THE SALE OF PRODUCTS EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS AS TO WHICH THE CLAIM IS MADE.

14. **Technical Data.** All physical properties, statements and recommendations are either based on the tests or experience that Seller believes to be reliable, but they are not guaranteed.
15. **Product Use.** Purchaser is solely responsible for determining whether any Product is fit for a particular purpose and suitable for Purchaser's method of application. Accordingly, and due to the nature and manner of use of Seller's Products, Seller is not responsible for the results or consequences of use, misuse or application of its Products by anyone.
16. **Taxes.** Purchaser shall pay to Seller, in addition to the purchase price, the amount of all fees, duties, licenses, tariffs, license fees, and all sales, use, privilege, occupation, excise, or other taxes, federal, state, local or foreign, which Seller is required to pay or collect in connection with the Products sold to Purchaser. Failure by the Seller to collect any such fees or taxes shall not affect Purchaser's obligations hereunder and Purchaser shall fully defend, indemnify and hold harmless Seller with respect to such tax obligations.
17. **Ownership of Intellectual Property and Use of Trademarks and Trade Names.** All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefore, and other information or intellectual property disclosed or otherwise provided to Purchaser by Seller and all rights therein (collectively, "Intellectual Property") will remain the property of Seller and will be kept confidential by Purchaser in accordance with these Terms. Purchaser shall have no claim to, nor ownership interest in, any Intellectual Property and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Purchaser acknowledges that no license or rights of any sort are granted to Purchaser hereunder in respect of any Intellectual Property, other than the limited right to use the Products purchased from Seller. The sale of Products by Seller to Purchaser does not include any design, development or related services associated with the Intellectual Property of the Seller. Purchaser shall not use, directly or indirectly, in whole or in part, Seller's name, or any other trademark or trade name that is now or may hereafter be owned by Seller (collectively the "Trademarks"), as part of Purchaser's corporate or business name, or in any way in connection with Purchaser's business, except in a manner and to the extent authorized herein or otherwise approved by Seller in writing. Purchaser hereby acknowledges Seller's ownership of the Trademarks and the goodwill associated therewith. Purchaser shall not infringe upon, harm or contest the validity of any Trademarks. Purchaser shall be entitled to use the Trademarks only in connection with the promotion or sale of the Authorized Products pursuant to the terms of the Agreement. Purchaser shall reproduce the Trademarks exactly as specified by Seller. Purchaser shall not use the Trademarks in combination with any other trademarks or names. Purchaser agrees that it will not (a) register or attempt to register any Trademark or any colorable imitation thereof (including any non-English language variation thereof), or (b) use such Trademarks for any products or for any purposes other than those set forth in the Agreement. Purchaser shall not at any time during or after termination of the Agreement use in its business any other trademark that is similar to or in any way resembles the Trademarks so as to be likely to cause deception or confusion with the Trademarks. Purchaser shall provide reasonable cooperation to Seller with respect to any efforts of Seller to protect, defend or enforce its rights to the Trademarks. Should Purchaser cease being an authorized customer of Seller for any reason, Purchaser shall immediately discontinue any formerly permitted use of Seller's name or the Trademarks.
18. **Confidential Information.** All information furnished or made available by Seller to Purchaser in connection with the subject matter of these Terms or a Purchase Order shall be held in confidence by the Purchaser. Purchaser agrees not to use such information or disclose such information to others (directly or indirectly) without Seller's prior written consent. The obligations in this paragraph will not apply to any information which (a) at the time of disclosure was or thereafter becomes, generally available to the public by publication or otherwise through no breach by the Purchaser of any obligation herein, (b) the Purchaser can show by written records was in the Purchaser's possession prior to disclosure by Seller, or (c) is legally made available to the Purchaser by or through a third party having no direct or indirect confidentiality obligation to Seller with respect to such information.
19. **Infringement and Indemnification.** Except as set forth below, Seller agrees to defend and indemnify Purchaser against any claims, costs, damages, liability and expenses resulting from actual patent, trademark or copyright infringement, misappropriation of confidential information, or violation of any other Intellectual Property right, domestic or foreign that may arise from the sale of Seller's proprietary Product to Purchaser as such pertains to the subject matter of the Agreement (each, a "Claim"); provided, however, (a) Purchaser supplies Seller written notice of such Claim immediately after the Purchaser has notice of such Claim, (b) Purchaser cooperates with Seller in the defense and settlement of such Claim; and (c) Purchaser allows Seller the right to defend and settle such Claim at Seller's expense. If a suit or claim results in any injunction or order that would prevent Seller from supplying any part or Product falling under the Agreement, or if the result of such a suit or claim would, in the reasonable opinion of Seller, otherwise cause Seller to be unable to supply such parts or Products, Seller may do one or more of the following: (i) secure an appropriate license to permit Seller to continue supplying those parts or Products; (ii) modify the appropriate part or Product so that it becomes non-infringing; (iii) replace the appropriate part or Product with a non-infringing but practically equivalent part or Product; or (iv) if Seller cannot reasonably accomplish the actions specified in subsections (i) – (iii), then in Seller's sole discretion, Seller may discontinue selling the part or Product without any further liability to Purchaser. Notwithstanding the foregoing, Seller shall have no liability or duty to defend and indemnify Purchaser against any Claim, and Purchaser shall be solely liable for Claims relating to: (a) the misuse of any part or Product,

including (i) the modification of, or damage to, any Seller provided label or (ii) affixing Seller provided labels to any Product other than the Product specified on Seller's provided label (b) the combination of any part or Product with any other part or product not supplied by Seller, or (c) any part or Product or process that is designed or specified by Purchaser.

20. **Force Majeure.** Seller will not be responsible for failure to perform in a timely manner when its failure results from events beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, pandemics, acts of war whether declared or undeclared, blockades, labor disputes (whether of Seller's employees or the employees of others), raw material shortages and material increases in costs of raw materials. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Products among itself and its purchasers in such manner as Seller, in its judgment, deems fair and equitable.
21. **Audit.** Neither Purchaser nor any Purchaser representative may examine or audit Seller's cost accounts, books or records of any kind or any matter, or any other data that Seller, in its sole discretion, considers confidential or proprietary.
22. **Seller Employees.** Seller sales employees do not have the training or authority to make legal representations or enter into any agreements or execute any Purchaser documents affecting legal responsibilities or waiving legal rights, including those regarding the transfer of intellectual property rights or related to privacy laws. Any such representations, agreements or documents will not be binding on Seller or such Seller employees.
23. **Compliance.** Purchaser agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Purchaser's obligations hereunder and Purchaser's use of the Products, including import/export laws, labor laws and anti-corruption laws.
24. **Relationship of the Parties.** Nothing in these Terms or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.
25. **Bankruptcy.** If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder.
26. **Assignment; Binding Effect.** No assignment of any rights or interest or delegation of any obligation of Purchaser under the Agreement or any Purchase Order may be made without Seller's prior written consent. Any attempted assignment will be void. Seller may assign the Agreement or otherwise transfer its rights and/or obligations under the Agreement. The Agreement will inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.
27. **Integration and Modification.** The Agreement constitutes the entire agreement between Seller and Purchaser with respect to the Products covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.
28. **Waiver.** In the event of any default by Purchaser, Seller may decline to ship Products. No failure of Seller to insist upon strict compliance by Purchaser with these Terms or to exercise any right accruing from any default of Purchaser shall impair Seller's rights in case Purchaser's default continues or in case of any subsequent default by Purchaser. Waiver by Seller of any breach by Purchaser of these Terms shall not be construed as a waiver of any other existing or future breach.
29. **Limitation of Actions.** Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of these Terms by Seller shall be barred unless commenced by Purchaser within one (1) year from the accrual of such cause or action.
30. **Litigation Costs.** If any litigation or arbitration is commenced between Seller and Purchaser concerning any provision of these Terms, the party prevailing in the litigation or arbitration is entitled, in addition to such other relief that is granted, to a reasonable sum as and for their attorney's fees in such litigation or arbitration, provided that if each party prevails in part, such fees shall be allocated in such manner as the court or arbitrator shall determine to be equitable in view of the relative merits and amounts of the parties' claims.
31. **Choice of Laws.**
 - a. If the Seller is Located (as defined in Section 34 below) in the United States, (i) any dispute arising out of or related to the Agreement or the sale of any Products will be governed by and construed according to the laws of the state of Illinois (excepting its conflict of laws provisions and the United Nations Convention for International Sale of Goods) and litigated exclusively in a state or federal court located in Cook County, Illinois and (ii) each of Buyer and Seller expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a court of competent jurisdiction.
 - b. If the Seller is Located outside of the United States, (i) any dispute arising out of or related to the Agreement or the sale of any Products will be governed by and construed according to the laws Geneva, Switzerland (excepting its conflict of laws provisions and the United Nations Convention for International Sale of Goods), (ii) any such dispute will be finally resolved by a panel of three arbitrators in accordance with the Swiss Chambers' Arbitration Institution; (iii) judgment upon the award rendered by such arbitrators may be entered by any court having jurisdiction thereof; (iv) the place of arbitration and the language of arbitration will be selected by Seller;

(v) either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved; and (vi) the award shall be final and binding on both Seller and Purchaser, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrators' award.

32. **Survival.** Any provisions in the Agreement which, by their nature, extend beyond the termination or expiration of any sale of Products, will remain in effect until fulfilled.
33. **Severability.** If any provision herein shall be held to be unlawful or unenforceable, the remaining provisions herein shall remain in full force and effect.
34. **Location.** Notwithstanding anything to the contrary contained herein: the following terms apply:
 - Liability:** If the Seller is Located outside of the United States, nothing in this Agreement shall exclude, limit or restrict the liability of either party in respect of (i) death or personal injury arising from negligence; or (ii) any fraud or fraudulent misrepresentation; or (iii) gross negligence and willful misconduct; or (iv) to the extent such limitation or exclusion is not permitted by law.
 - “Location”:** Seller shall be deemed to be “Located” in the country of the Seller’s facility from which the applicable Products are shipped are performed.