



GENERAL TERMS & CONDITIONS OF SALE

Revised October 2024

(1) **GENERAL; DEFINITIONS.** Unless otherwise agreed in writing by TEWS of America Corp. ("TEWS"), the terms and conditions contained herein with respect to the purchase and sale of goods and services hereunder constitute the entire agreement between TEWS and Customer with respect to the subject matter hereof, and supersede all prior communications and agreements between the parties. TEWS shall not be bound by any additional or different terms whether printed in Customer's purchase orders or otherwise, or in any other communications from Customer to TEWS unless specifically agreed to by TEWS in writing. For the avoidance of doubt, any and all provisions contained in Customer's terms and conditions are expressly rejected, including, without limitation, any "Pay when Paid" or "Pay if Paid" or like provisions and any indemnification requirements sought to be imposed on TEWS. Acceptance by TEWS of any purchase order as evidenced by a purchase order confirmation delivered by TEWS to Customer and incorporating these Terms (as defined below) by reference for TEWS' Product(s) (as defined below), and Customer's purchase of any Product(s) from TEWS is expressly limited to and conditioned upon these General Terms and Conditions of Sale (the "Terms"), which may not be changed or waived except in writing signed by both parties.

As used herein: (a) "Customer" means the person or entity that accepts a proposal or estimate from TEWS for the sale of Product(s) or whose Order (as defined below) for Product(s) is accepted by TEWS and who is named on the purchase order; (b) "Order" means collectively, these Terms, and an order for Product(s) placed by Customer with TEWS and accepted by TEWS as evidenced by a purchase order confirmation delivered by TEWS to Customer. Each Order shall be subject to and governed exclusively by these Terms. In the event of any conflict or inconsistency between these Terms and any documentation included or referenced in the Order, these Terms shall control; and (c) "Product(s)" means the products and any related services ordered by Customer and shall include all products, equipment, parts, materials, accessories and any related services furnished to Customer described in the Order.

(2) **APPROVAL DOCUMENTATION.** Before TEWS commences work, TEWS must have accepted the purchase order and be in receipt of at least 33% of the Purchase Price for the Order (the "Initial Payment"). Customer must have approved in writing all drawings and plans submitted by TEWS or its affiliates, if applicable. Customer's failure, refusal or omission to furnish all necessary information required for TEWS or its affiliates to complete any technical inspection of the installation location, including without limitation, documents, photographs and drawings requested by TEWS, or to approve all drawings or specifications as requested by TEWS, or to promptly respond to inquiries of TEWS shall cause an automatic extension of the delivery and/or completion date for Product(s), as applicable, equal to at least the number of business days caused to be lost by the Customer's action or non-action and a corresponding increase in price to compensate for such conditions.

(3) **SHIPMENT AND DELIVERY.** Unless otherwise specifically agreed to in writing by TEWS, Product(s) shall be CPU (Customer Pick-up) at TEWS' warehouse located at Riley Life Fulfillment 2525 Whilden Drive, Dock 10-15, Durham, NC 27713, USA (the "Pick-Up Location"). Partial Orders may be fulfilled in the sole discretion of TEWS. Unless otherwise agreed to by TEWS in writing, all delivery dates applicable to any Order are approximate and are contingent upon prompt receipt by TEWS of all necessary information that may be requested from the Customer. The manufacturing time for the Product(s) shall commence upon TEWS' receipt of the Initial Payment from Customer, is estimated to be at least 12 to 16 weeks from the date the Initial Payment is received by TEWS, and may be greater based on the specific Product(s) included in any Order. TEWS assumes no responsibility or liability for any delays in manufacturing or the time in which the Product(s) are made available for pick-up by Customer. Further, unless otherwise specifically agreed to in writing by TEWS, TEWS assumes no responsibility for any delays, breakage or damage after the time the Customer, or carrier, as applicable, has picked up the Product(s), at which time all risk of loss for any cause passes to Customer. Unless otherwise specifically agreed to in writing by TEWS, the Customer, or a carrier, as applicable, shall take possession of the Product(s) directly from the Pick-Up Location. Customer shall be responsible for pick-up or further shipment of goods beyond the Pick-Up Location, and shall be responsible for all costs and responsibilities related thereto, including without limitation any shipping documentation, duties, taxes, the import and export of the Product(s), and overseas packaging. TEWS will provide advance notice of the date when the Product(s) will be made available for pick up by Customer at the Pick-Up Location. Unless otherwise specifically agreed to in writing by TEWS, once a date for pick-up has been communicated to Customer as evidenced by an invoice delivered by TEWS to Customer, any request by Customer to change the date of pick-up shall constitute a change order and separate documentation shall need to be prepared to address any such changes. To delay a shipment, Customer must deliver a signed delayed shipment form, in a form reasonably acceptable to TEWS, to TEWS before the original pick-up date, as set forth on the invoice referenced above. At that time, Customer shall pay the full remaining Purchase Price (as defined below) not already paid by Customer and risk of loss shall pass to Customer as of the original pick-up date, as set forth on the invoice referenced above. Title to the Product(s) shall not pass to Customer until Customer has paid the full amount of the Purchase Price for the applicable Product(s) to TEWS, and Customer has otherwise satisfied all of its payment obligations to TEWS in connection with the Order.

(4) **CLAIMS FOR SHORTAGES AND SHIPPING DAMAGE.** Customer shall immediately inspect goods for damage upon Customer's receipt of such goods. No claim for shortages of goods shall be considered by TEWS unless presented to TEWS in writing within three (3) days after Customer's receipt of such goods, and all such claims shall be accompanied by all documentation requested by TEWS. Unless otherwise specifically instructed by TEWS in writing, all claims for breakage or other damage due to shipment or handling shall be made by Customer to the carrier, with Notice to TEWS, within three (3) days after Customer's receipt of the goods, and all such claims and Notice shall be accompanied by all documentation requested by TEWS, its insurers and/or the carrier, as applicable. If Customer fails to reject any goods and provide any required documentation within the three (3) day period described above, Customer shall be deemed to have irrevocably accepted such goods. The foregoing sentence shall not otherwise limit Customer's remedies under the Warranty provided in Section (10) hereof.

Corporate Address/Remittance Address:

Tews of America Corp
509 W. North Street, Suite 203
Raleigh, NC 27603
www.tewsworks.com

Logistics/Warehouse:

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(5) **PRICE.** Subject to any adjustments set forth herein, the price for Product(s) shall be the price expressly quoted by TEWS to Customer and as set forth on the purchase order accepted by TEWS (the "Purchase Price"). The price expressly quoted by TEWS shall expire thirty (30) days after the date of any such quote. Unless otherwise specifically agreed to in writing by TEWS and set forth on the purchase order, and excluding travel costs noted below, pricing includes standard packaging, production costs and labor for Product(s) consisting of services. In the event that Customer causes or requests changes to be made that affect delivery, shipping, installation, specifications, completion dates or otherwise, Customer shall reimburse TEWS for any expense incurred by TEWS as a result of each such charge or delay. As stated above, Customer shall be responsible for pick-up or further shipment of goods beyond the Pick-Up Location, including all costs related thereto. If TEWS agrees to ship goods beyond the Pick-Up Location, additional handling charges will apply, and Customer shall be responsible for all costs and liabilities related to such shipment. Unless otherwise expressly stated in the Order, pricing does not include travel costs of TEWS' personnel for the performance of services, and Customer shall be responsible for all reasonable and documented costs associated therewith, including any adjustments thereto required due to the acts or omissions of Customer or those acting on Customer's behalf, all of which shall be due upon presentation to Customer by TEWS of a simple invoice itemizing such costs.

Customer shall provide TEWS with at least three (3) business days advance Notice of Customer's expected pick-up time of the goods included in any Order. Customer and TEWS shall coordinate a mutually agreeable time for the goods to be picked-up by Customer or a carrier on Customer's behalf. If TEWS is requested to store the goods after they are ready for shipment for a period of more than thirty (30) days, the Purchase Price is subject to a one percent (1%) increase for each month or part thereof that pick-up is delayed by Customer beyond such thirty (30) day period and any additional storage fees shall apply, all of which shall be due upon presentation to Customer by TEWS of a simple invoice itemizing such costs. Any goods not picked up by or on behalf of Customer within a one hundred and eighty (180) day period from the stated pick-up date in the invoice delivered to Customer, may, at TEWS' option, be subject to a new price estimate or cancelled by TEWS, in its discretion and without any liability, and shall be subject to the cancellation charges provided in Section (9) of these Terms.

Notwithstanding the foregoing, in the event TEWS' cost to deliver, or otherwise provide any Product(s) included in an Order increases by 5% or more before such Product(s) are made available to Customer, TEWS may, upon five (5) days' written Notice to Customer, increase the Purchase Price of such Product(s) by an amount equal to the excess of such 5% increase. No payment due TEWS shall be withheld or subject to retainage or setoff for any reason without TEWS' prior written consent, including back charges. Any back charges made by Customer prior to TEWS' written approval shall be the sole responsibility of Customer.

(6) **SUBSTITUTION OF PARTS AND COMPONENTS.** In the event any delay in transportation, defect or delay in the performance of any supplier or subcontractor, obsolescence, or inability to obtain necessary materials or components results in the inability of TEWS or its affiliates to procure or manufacture any part included in any Product(s), TEWS and its affiliates shall have the right to procure, manufacture, and use any substantially similar part in replacement thereof.

(7) **PAYMENT AND CREDIT.** Unless otherwise specifically agreed to in writing by TEWS and set forth in the Order, payment of at least 33% of the Purchase Price in the form of the Initial Payment shall be due on the date the Order is accepted by TEWS in accordance with these Terms. An additional 33% of the Purchase Price shall be due and payable upon Customer's receipt of TEWS' invoice for the applicable Product(s) notifying the Customer when the Product(s) will be ready for pick-up. The remainder of the Purchase Price shall be due upon the commissioning of the Product(s) and Customer's receipt of a final invoice from TEWS. If partial Orders are fulfilled by TEWS in TEWS' sole discretion, payments for such partial Orders shall become due in the manner as set forth above, with at least 33% of the entire Purchase Price being due at the time the Order is accepted, and the remainder of the pro rata portion of the Purchase Price for the Order being due and payable upon Customer's receipt of TEWS' invoices for the applicable Product(s). In addition, TEWS may require progress payments unless otherwise agreed to by the parties in writing. TEWS may, at any time and in its sole discretion, modify the terms of payment originally specified to include payment in advance. Title to the Product(s) shall not pass to Customer until Customer has paid the full amount of the Purchase Price for the applicable Product(s) to TEWS, and Customer has otherwise satisfied all of its payment obligations to TEWS in connection with the Order.

TEWS' obligation to fulfill an Order is subject to TEWS' credit review of Customer. Any delay resulting from a credit review may result in a delay in Product(s) being made available for pick-up by Customer, which delay shall not subject TEWS to any liability. If Customer prepays the full Purchase Price or makes a deposit equivalent to the full Purchase Price in some other form acceptable and approved by TEWS, TEWS may determine not to conduct a credit review of Customer.

For Customers outside the Continental United States, Canada, or Puerto Rico, TEWS may require an irrevocable letter of credit or similar guarantee of payment acceptable to TEWS. For all other Customers, TEWS reserves the right, in its sole discretion, to require Customer to provide letters of credit or similar guarantees of payment acceptable to TEWS, in TEWS' sole discretion.

TEWS reserves the right to add a late charge of 1.5% of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if a lesser amount, to any account outstanding beyond the applicable due date. If TEWS must resort to legal action to collect amounts due, all reasonable costs and expenses, including attorneys' fees and interest, shall be added to the amounts due.

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(8) **TAXES.** Unless expressly set forth in the Order, the Purchase Price does not include any present or future sales, use, excise, value added or similar taxes or any increase in such taxes. Consequently, in addition to the Purchase Price specified in the Order, the amount of any present or future sales, use, excise, value added or similar taxes or increase in such taxes applicable to the sale or use of Product(s) hereunder shall be paid by Customer. If acceptable to TEWS in its sole discretion, Customer may provide TEWS with the tax-exemption certificate acceptable to the applicable taxing authorities and adjust the Purchase Price accordingly, provided that Customer provides such tax-exemption certificate to TEWS at the time Customer delivers a purchase order for acceptance to TEWS.

(9) **CANCELLATION CHARGES.** An Order is not subject to cancellation or change except on terms acceptable and satisfactory to TEWS. If Customer cancels without obtaining TEWS' consent, such cancellation will be treated as a repudiation making Customer immediately liable for loss, expense and other damages, and in that case, it is understood that a cancellation charge shall also be due from Customer to TEWS, as liquidated damages, and not as a penalty for such cancellation. The cancellation charge shall be computed as follows: (a) if cancellation occurs after the Order is placed by Customer with TEWS but prior to the date that TEWS or its affiliates purchases any materials to fill the Order, Customer shall pay thirty percent (33%) of the total Purchase Price, (b) if cancellation occurs after the date that TEWS or its affiliates purchases materials to produce the Product(s) ordered, Customer shall pay sixty-six percent (66%) of the total Purchase Price, and (c) if cancellation occurs after TEWS or its affiliates commences production of the Product(s) ordered, Customer shall pay one hundred percent (100%) of the Purchase Price. The cancellation charge shall be due and payable at the time of receipt of Customer's written Notice of cancellation at TEWS' office or TEWS' Notice to Customer of its cancellation of an Order as provided in Section (5) of these Terms. At the time of any such cancellation and in addition to the cancellation fees outlined above, TEWS shall be entitled to charge Customer for all reasonable costs incurred by TEWS or its affiliates in connection with such cancellation in an amount not to exceed twenty percent (20%) of the Purchase Price, which amount shall be due immediately upon Customer's receipt of a simple invoice from TEWS itemizing such costs.

(10) **LIMITED WARRANTY.** TEWS warrants that the Product(s) consisting of goods (not including software) shall be free from defects in workmanship and materials for twelve (12) months from the date that such goods are picked-up by Customer and that all Product(s) consisting of services (not including software) will be performed in a professional and workmanlike manner and shall be free from defect for a period of ninety (90) days after their completion (collectively, the "Warranty").

The Warranty applies only to Product(s) that are properly stored, installed, maintained, used and operated under normal conditions with competent supervision in accordance with the instruction manual, good maintenance practice and TEWS' recommendations made or approved by TEWS in writing. Without limiting the foregoing, the Warranty shall be void, and TEWS shall have no liability for, in the case of any Product(s) that: (a) have been disassembled, repaired or tampered with in any way, except when such work has been done by TEWS or its affiliates or with TEWS' prior written approval, (b) have been damaged by use or operation in excess of any maximum pressures, temperatures or rated capacities as specified by TEWS in writing, or used in connection with equipment or infrastructure not authorized by TEWS, (c) have been damaged by corrosion, or have degradation in performance as a result of improper storage, water, dirt, dust, or other foreign material, or (d) are considered consumable.

TEWS' obligation, and Customer's sole and exclusive remedy, under the Warranty for Product(s) consisting of goods is limited to repair or replacement (at TEWS' option), at TEWS' facility, the facility of TEWS' selected affiliate or Customer's facility (at TEWS' option), of any Product(s) (or parts thereof) determined to be defective in workmanship or material during the applicable warranty period. The Warranty for Product(s) consisting of goods is a parts only warranty, and Customer's remedy under the Warranty does not include costs for services or labor with respect to Product(s) consisting of goods. The Warranty period shall not be extended or restarted by the performance of warranty repairs or replacements. TEWS' obligation, and Customer's sole and exclusive remedy, under the Warranty for Product(s) consisting of services is limited to (at TEWS' option) TEWS' repair or re-performance of the applicable Product(s) consisting of services. With respect to any such defective Product(s) during the Warranty, TEWS shall, in its sole discretion, either: (i) cause the repair, reperformance or replacement of such Product(s) or (ii) credit or refund the price of such Product(s) at the pro rata Purchase Price provided that, if TEWS so requests with respect to Product(s) consisting of goods, Customer shall, at TEWS's expense, return such Product(s) to TEWS.

The Warranty shall be voided if payment is not made in accordance with these Terms or as set forth in the Order.

THE WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE PRODUCT(S) OR THEIR CHARACTERISTICS, QUALITY OR PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AND ANY AND ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED. No agent, representative, or dealer, or any other person or entity, is authorized to give on TEWS' behalf any representation or warranty as to Product(s) or to assume for TEWS any liability pertinent to Product(s) under any circumstances.

Certain products manufactured by third parties other than TEWS or its affiliates (each, a "Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Product(s). Third Party Products are not covered by the Warranty. For the avoidance of doubt, TEWS MAKES NO

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REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AND ANY AND ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED.

TEWS shall not be liable for a breach of the Warranty set forth in this Section (10) unless: (i) Customer gives written Notice of the defective Product(s) (or defective part), as the case may be, reasonably described, to TEWS within ten (10) days of the time when Customer discovers or ought to have discovered the defect; (ii) if applicable, TEWS is given a reasonable opportunity after receiving the Notice of the alleged breach of the Warranty to examine such defective Product(s) (or defective parts) and Customer (if requested to do so by TEWS) returns such defective Product(s) (or defective parts) consisting of goods to TEWS at TEWS' cost for an examination to take place at the location of TEWS' choice; and (iii) TEWS reasonably verifies Customer's claim that such Product(s) (or defective part(s)) are defective and not a result of improper use, storage or handling by Customer. For the avoidance of doubt, TEWS shall not be liable for a breach of the Warranty if: (i) Customer makes any further use of such Product(s) after giving the Notice described above; (ii) the defect arises because Customer failed to follow TEWS' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product(s), or used Product(s) with equipment or infrastructure not authorized by TEWS; or (iii) Customer alters or repairs such Product(s) without the prior written consent of TEWS.

(11) **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TEWS, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS (COLLECTIVELY, THE "TEWS PARTIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF OR FAILURE TO USE, OR PROVISION OF, THE PRODUCT(S), OR OTHERWISE ARISING OUT OF OR RELATING, DIRECTLY OR INDIRECTLY, TO THE PRODUCT(S) OR THE ORDER, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCT(S), DELAYS, OR CLAIMS OF CUSTOMERS OF CUSTOMER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES. THE AGGREGATE LIABILITY OF THE TEWS PARTIES ON ALL CLAIMS, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THE ORDER OR THE PRODUCT(S) SHALL IN NO CASE EXCEED THE TOTAL OF THE AMOUNTS PAID TO TEWS FOR THE PRODUCT(S) SOLD IN CONNECTION WITH THE ORDER.

(12) **INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION.** All sketches, drawings, designs, patterns, tools, dies, jigs, fixtures or any other special appliance relating to an Order or Product(s) that is prepared by TEWS and/or its affiliates shall remain TEWS' or its applicable affiliate's sole and exclusive property and all rights therein, including but not limited to patent, copyright, trademark, trade secret, or other intellectual property rights, are owned by TEWS or its applicable affiliate. Drawings, data, and documents submitted to Customer by TEWS and/or its affiliates are intended only to describe the scope of the Product(s) and provide information for installation, use and maintenance of the Product(s) supplied. As such, these documents are instruments of the services provided by TEWS and/or its affiliates. They are neither intended nor represented to be suitable for any party other than the Customer. Any reuse of any such drawings, data and documents without specific written authorization of TEWS will subject the user to any and all remedies and proceedings as are available by law and in equity to protect TEWS' and/or its applicable affiliates' rights under applicable law (including, but not limited to, copyright, patent, unfair competition, trade secrets and other reserved rights).

Without limiting the foregoing, all non-public, confidential or proprietary information of TEWS and/or its affiliates, including but not limited to, any intellectual property and rights related thereto, specifications, samples, patterns, designs, plans, drawings, documents, processes, data, business operations, customer lists, pricing, discounts, or rebates, disclosed directly or indirectly by TEWS and/or its affiliates to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Order (collectively, "Confidential Information") is confidential, solely for the use of performing the Order and may not be disclosed, copied, altered or accessed, unless authorized in advance by TEWS in writing. Upon TEWS' request, Customer shall promptly return all Confidential Information, including without limitation all documents and other materials received from TEWS and/or its affiliates or derived from Confidential Information. The parties hereby agree that TEWS and/or its affiliates shall be entitled to injunctive relief for any violation of this Section, without any requirement to post bond or other security, and that such remedy is reasonable to protect the legitimate business interests of TEWS and/or its affiliates in the event of any violation by Customer of this Section. Confidential Information does not include information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party without any violation of an obligation of confidentiality.

Customer agrees that TEWS and/or its affiliates exclusively own all of their respective intellectual property and rights related thereto, Confidential Information, and all derivative works or other derivations of their intellectual property and rights related thereto and Confidential Information, whether relating to or arising out of the Product(s), the Order, or otherwise, and regardless of how developed. For the avoidance of doubt, nothing in the Order shall be considered a transfer, grant or other conveyance of any right or interest in or to, nor will anything in the Order be considered a waiver by TEWS and/or its affiliates of, any of TEWS' and/or its affiliates' proprietary or other interests in their intellectual property and rights related thereto or

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Confidential Information, including without limitation all derivative works or other derivations of their intellectual property and rights related thereto and Confidential Information, whether relating to or arising out of the Product(s), the Order, or otherwise, and regardless of how developed, and including but not limited to, patent, copyright, trademark, trade secrets, or other intellectual property rights.

(13) **NONCONFORMITY AND DEFECTS.** None of the TEWS Parties (as defined above) shall be responsible for any nonconformity or defect in or failure of a Product(s), or any resulting loss, damage, or liability arising from any nonconformity or defect, that: (a) is created after such Product(s) are delivered or made available by TEWS, including any nonconformity, defect or damage resulting from shipment or handling by the common carrier or from Customer's handling, maintenance or storage of such Product(s); (b) results from materials, specifications or designs provided by Customer; or (c) results from modifications to such Product(s) by Customer or others.

(14) **COMPLIANCE WITH LAWS.** Customer shall comply with all applicable laws, regulations, and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Order. Customer shall comply with all export and import laws of all countries involved in the sale or provision of the Product(s) under the Order or any resale of the Product(s) by Customer. Customer assumes all responsibility for shipments of Product(s) requiring any government import clearance. Customer shall at all times act in a manner that complies with all trade sanctions laws and regulations, export restrictions, embargoes or prohibitions, imposed from time to time by any relevant governmental authority, including under EU and/or US laws and regulations, and shall not directly or indirectly use, transfer or make available any Product(s) hereunder or any software, data or technical information provided to Customer, in violation of such laws and regulations. The Customer represents and warrants to TEWS that (i) none of Customer, its affiliates or any of its officers or directors, is or is owned or controlled by any person specially designated, blocked or otherwise individually targeted under trade and economic sanctions imposed under the laws and/or regulations of the UN, US, UK, EU, EU individual member state or any other relevant local jurisdiction (for the purposes of this section a "listed person"), (ii) the Customer will not engage in any business involving any such listed person, and (iii) the Customer will immediately inform TEWS of any suspected or alleged breach of the foregoing. TEWS may, without any economic liability to TEWS, refuse further performance or terminate the Order if such supply might directly or indirectly constitute a violation of any trade sanctions laws or regulations applicable to TEWS, its affiliates, or any of their respective officers, agents, or employees.

(15) **FORCE MAJEURE.** TEWS shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including, but not limited to, acts of God or nature, acts of Customer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, war, riot, embargoes, compliance with import or export regulations, delays in transportation or car shortages, defects or delays in the performance of its suppliers or subcontractors, or inability to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery of the applicable Product(s) shall be extended for a time period reasonably necessary to compensate for such delay.

(16) **COVID-19 AND OTHER PANDEMICS.** The outbreak of the Corona virus (Covid-19) pandemic has disrupted business activities and the ability of parties to meet their contractual obligations. It is not possible for TEWS to anticipate and mitigate the impact of the Corona virus or other pandemics, and related events, including the effects of governmental actions and disruptions involving transportation, labor/workforce availability and supply chain resources, pandemics, and similar events. TEWS and Customer agree that TEWS' ability to perform its contractual obligations may potentially be affected by these events. As a result, changes to Orders and delivery schedules may be necessary on a case-by-case basis. In a situation where TEWS' ability to perform its obligations is negatively affected by circumstances related, directly or indirectly, to the Corona virus or other pandemic, the parties agree that TEWS will not incur any liability as a result of any delay in making the Product(s) available to or for use by Customer. This provision will supersede any inconsistent or specific delivery terms in any existing contract or agreement between the parties. The parties agree that they will take commercially reasonable actions to mitigate any delay in the delivery of Product(s) to Customer.

(17) **CUSTOMER'S ACTS OR OMISSIONS.** If TEWS' performance of its obligations under the Order is prevented or delayed by any act or omission of Customer, its affiliates, or its or their respective agents, contractors, consultants, directors, officers, or employees (a "Customer Act"), TEWS shall not be deemed in breach of its obligations under the Order or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such Customer Act. Further, Customer shall reimburse TEWS for all reasonable costs incurred by TEWS in connection with any Customer Act immediately upon Customer's receipt of a simple invoice from TEWS' itemizing such costs.

(18) **DEFAULT.** In the event that at any time Customer is in default under any terms herein, TEWS reserves the right to withhold delivery and to cancel and terminate any or all Orders and to hold Customer liable for any damages and expense incurred by TEWS. TEWS also reserves the right to declare all charges and accounts to be immediately due and payable. In addition to any remedies that may be provided under these Terms, TEWS may terminate the Order with immediate effect upon written Notice to Customer without any liability to TEWS, if Customer: (a) fails to pay any amount when due under the Order and such failure continues for ten (10) days after Customer's receipt of written Notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

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(19) **CLERICAL ERRORS.** TEWS reserves the right to correct clerical, arithmetical or stenographic errors or omissions herein and the documentation delivered in connection with the Order.

(20) **CHOICE OF LAW; JURISDICTION.** The validity and interpretation of these Terms shall be governed by the laws of the State of North Carolina, without reference to its choice of law principles. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED BY THE PARTIES HERETO. Any legal suit, action, or proceeding arising out of or relating to the Order shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Raleigh and Wake County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(21) **SAVINGS CLAUSE.** In the event any clause or portion thereof contained herein is declared invalid or unenforceable by any court of competent jurisdiction, the remainder of such clause and all other clauses or parts contained herein shall remain in full force and effect and shall not be thereby affected.

(22) **WAIVER.** No waiver by TEWS of any of the provisions herein is effective unless explicitly set forth in writing and signed by TEWS. No failure by TEWS to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Order operates or may be construed, as a waiver thereof. No single or partial exercise by TEWS of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(23) **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), electronic mail transmission with confirmation of delivery, or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(24) **SURVIVAL.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms.

(25) **AMENDMENT AND MODIFICATION.** An Order may only be amended or modified in a writing stating specifically that it amends the Order and is signed by an authorized representative of each party.

(26) **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(27) **ASSIGNMENT.** Customer shall not assign any of its rights or delegate any of its obligations under the Order without the prior written consent of TEWS. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under the Order.

Corporate Address/Remittance Address:

Tews of America Corp
509 W. North Street, Suite 203
Raleigh, NC 27603
www.tewsworks.com

Logistics/Warehouse:

Riley Life Fulfillment
2525 Whilden Drive, Dock 10-15
Durham, NC 27713