

SaveGuard LLC

General Terms and Conditions of Sale

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Seller	SaveGuard LLC, a Delaware limited liability company
Registered office	1209 Orange Street, Wilmington, New Castle County, Delaware 19801
Principal place of business	1010 Galloway Street, Building 15, Eau Claire, Wisconsin 54703
Website	www.saveguard.com

These Terms apply only to Products sold and invoiced by SaveGuard LLC. Orders fulfilled by affiliated entities within the Hexadex Group are subject to the terms of the selling Affiliate unless SaveGuard expressly agrees otherwise in writing signed by an authorized officer.

Contents

- | | |
|--|---|
| 1. Use and Acceptance | 14. Limitation of Liability |
| 2. Definitions | 15. Customer Indemnity |
| 3. Quotations, Orders and Acceptance | 16. Intellectual Property and No Reverse Engineering |
| 4. Price, Taxes and Fees | 17. Confidentiality |
| 5. Payment, Credit and Setoff | 18. Compliance with Laws |
| 6. Deposits, Tooling and Non-Recurring Engineering | 19. Default, Suspension and Security Interest |
| 7. Delivery, Shipping, Title and Risk of Loss | 20. Force Majeure |
| 8. Shipping Claims, Inspection and Acceptance | 21. Governing Law, Dispute Resolution and Venue |
| 9. Changes, Cancellation, Returns and Project Suspension | 22. Electronic Acceptance and Signatures |
| 10. Customer-Supplied Specifications, Drawings and Approvals | 23. Assignment, Notices and Relationship of the Parties |
| 11. Customer Responsibilities and Product Use | 24. Severability, Waiver and Interpretation |
| 12. Limited Warranty and Exclusive Remedies | 25. Entire Agreement and Changes to Terms |
| 13. Disclaimer of Other Warranties | |

SaveGuard LLC General Terms and Conditions of Sale

These Terms and Conditions ("Terms") govern all quotations, order acknowledgments, sales, deliveries, invoices, and other transactions for Products sold or supplied by SaveGuard LLC ("SaveGuard"). By signing a quotation, issuing a purchase order, accepting an order acknowledgment, receiving Products, using Products, or paying any invoice, Customer agrees to be bound by these Terms.

1. Use and Acceptance

- (a) All orders placed with SaveGuard are subject to these Terms unless SaveGuard and Customer have entered into a separate written agreement signed by authorized officers of both parties that expressly supersedes these Terms.
- (b) Customer acknowledges that these Terms are incorporated into every SaveGuard quotation, order acknowledgment, invoice, shipment, and sale of Products. Customer is deemed to have accepted these Terms upon the earliest of: signing or accepting a quotation; issuing a purchase order referencing a quotation; accepting delivery of Products; using Products; or paying an invoice.
- (c) SaveGuard expressly rejects any additional, different, or conflicting terms in Customer purchase orders, portals, acknowledgments, specifications, correspondence, or other documents. Such terms are not binding on SaveGuard unless expressly agreed in a writing signed by an authorized officer of SaveGuard. SaveGuard performance, shipment, or silence shall not constitute acceptance of Customer terms.
- (d) If a quotation, order acknowledgment, or signed written agreement conflicts with these Terms, the following order of precedence applies: (i) signed written agreement or addendum; (ii) SaveGuard order acknowledgment; (iii) SaveGuard quotation; (iv) these Terms; and (v) Customer purchase order, but only for quantity, delivery destination, and billing details accepted by SaveGuard.

2. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with SaveGuard.

"Catalog Products" means Products offered from SaveGuard standard catalog or price list without Customer-specific engineering or Customer-specific manufacturing requirements.

"Customer" means the buyer, purchaser, distributor, reseller, original equipment manufacturer, or other party purchasing Products from SaveGuard, including its permitted successors and assigns.

"Custom Products" means Products manufactured, fabricated, cut to size, engineered to order, or otherwise supplied to Customer-specific specifications, drawings, part numbers, samples, first-article approvals, or Customer-approved engineering.

"Incoterms 2020" means the International Chamber of Commerce rules for the interpretation of trade terms published as Incoterms 2020.

"NRE" means non-recurring engineering, design, development, prototype, test, setup, programming, and similar one-time charges.

"Order" means a written or electronic request submitted by Customer to SaveGuard for Products and accepted by SaveGuard in accordance with these Terms.

"Products" means thermal and acoustic insulation goods manufactured, fabricated, or supplied by SaveGuard, including insulation jackets, heat shields, flexible shields, and related engineered components.

"Specifications" means the written specifications, drawings, CAD data, samples, performance requirements, quality requirements, first-article approvals, or other technical requirements applicable to the Products and accepted by SaveGuard in writing.

"Tooling" means patterns, templates, fixtures, cutting dies, molds, jigs, test samples, and other production tools fabricated by or for SaveGuard to produce Custom Products.

3. Quotations, Orders and Acceptance

- (a) Quotations are valid for sixty (60) days from the quotation date unless the quotation states a different validity period. All quotations are invitations for orders and are subject to SaveGuard written acceptance.
- (b) Orders must be submitted in writing or electronically and must identify the applicable quotation, Products, quantities, requested delivery dates, delivery destination, billing details, and any Specifications accepted by SaveGuard. Verbal orders are not binding unless confirmed in writing by SaveGuard.
- (c) SaveGuard may reject any order, accept any order in whole or in part, or condition acceptance on credit approval, cash in advance, deposit, Tooling prepayment, first-article approval, revised lead times, or revised pricing.
- (d) Lead times, production schedules, and delivery dates are estimates unless SaveGuard expressly states in writing that a date is guaranteed. SaveGuard is not liable for delay caused by carriers, suppliers, Customer-caused delays, changes in Specifications, delays in approvals, force majeure events, or other circumstances beyond SaveGuard reasonable control.

4. Price, Taxes and Fees

- (a) All prices are quoted in U.S. dollars unless expressly stated otherwise. Prices exclude freight, handling, insurance, duties, tariffs, export fees, customs charges, federal, state, local, and other taxes, and similar charges, all of which are Customer's responsibility unless the quotation expressly states otherwise.
- (b) SaveGuard may adjust pricing for orders not accepted within the quotation validity period, Customer-requested changes, changes in quantities or delivery requirements, expedited orders, material cost changes, supplier surcharges, tariffs, duties, or other cost increases occurring before order acceptance.
- (c) No minimum order value applies unless stated in the applicable quotation, price list, or order acknowledgment. If SaveGuard agrees to process an order below any stated minimum, SaveGuard may add a reasonable small-order, handling, or administrative fee if disclosed in the quotation or order acknowledgment.
- (d) Customer shall provide valid exemption certificates when claiming tax exemption. If SaveGuard is required to pay or collect any tax, duty, tariff, or similar charge not included in the quoted price, Customer shall reimburse SaveGuard upon invoice.

5. Payment, Credit and Setoff

- (a) Unless otherwise stated in a quotation or order acknowledgment, payment terms are net thirty (30) days from the invoice date. SaveGuard may approve different payment terms for specific Customers in its sole discretion and only if stated in writing.
- (b) Credit accounts are subject to SaveGuard approval and may require a completed credit application, references, and ongoing satisfactory credit status. SaveGuard may reduce, suspend, or withdraw credit at any time if Customer account becomes past due or if SaveGuard reasonably believes Customer's financial condition has deteriorated.
- (c) Past due amounts may accrue a finance charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower, from the due date until paid. Customer shall reimburse SaveGuard for reasonable collection costs, including reasonable attorneys fees and costs, incurred to collect overdue amounts.
- (d) Customer shall pay invoices without setoff, deduction, counterclaim, holdback, or withholding except to the extent required by applicable law. Any invoice dispute must be notified in writing within fifteen (15) calendar days after invoice receipt and must identify the disputed amount and good-faith basis for dispute. Undisputed amounts remain due and payable.
- (e) SaveGuard may suspend performance, delay shipments, require cash in advance, require deposits, cancel pending Orders, or exercise other remedies if Customer fails to pay when due, exceeds its credit limit, or otherwise defaults under these Terms.

6. Deposits, Tooling and Non-Recurring Engineering

- (a) SaveGuard generally does not require deposits for Custom Products from established Customers unless the quotation states otherwise. For new Customers, high-value Orders, Orders requiring expensive or dedicated Tooling, or Orders with material procurement risk, SaveGuard may require Customer to prepay all or part of the Tooling, NRE, material, or Product price before work begins.
- (b) Deposits, Tooling charges, and NRE charges are non-refundable once SaveGuard has commenced engineering, procurement of materials, Tooling fabrication, setup, programming, or production, except as expressly stated in a signed writing.
- (c) NRE, Tooling, pattern, template, fixture, and similar charges cover SaveGuard engineering and fabrication effort. Unless the quotation expressly states otherwise, Customer owns dedicated Tooling only to the extent Customer has paid the full quoted Tooling charge for that dedicated Tooling. Tooling that is cost-shared, subsidized, unpaid, or developed using SaveGuard resources remains SaveGuard property.
- (d) Unless Customer directs otherwise in writing and SaveGuard agrees, SaveGuard will retain physical possession of Customer-owned Tooling at SaveGuard's facility for use in producing Customer Orders. SaveGuard will exercise ordinary care in handling and storing Customer-owned Tooling but is not required to insure it against loss or damage beyond ordinary care. Customer may arrange insurance at Customer's expense.
- (e) If Customer-owned Tooling has not been used for a continuous period of twenty-four (24) months, SaveGuard may, upon thirty (30) days written notice to Customer, return the Tooling to Customer at Customer's expense, continue storage subject to a reasonable storage fee, or, if Customer does not respond or arrange pickup within the notice period, dispose of or scrap the Tooling without further liability.
- (f) Customer shall not remove, transfer, or require release of Tooling while any amounts owed to SaveGuard remain unpaid, unless required by applicable law or agreed in writing by SaveGuard.

7. Delivery, Shipping, Title and Risk of Loss

- (a) Delivery schedules are quoted case by case. Lead time begins upon the latest of: (i) SaveGuard written acceptance of the Order; (ii) receipt of any required deposit or Tooling prepayment; (iii) receipt and written approval of all Customer-supplied drawings, Specifications, and technical data; (iv) completion of any required first-article or sample approvals; and (v) resolution of any credit hold or export compliance review.
- (b) Unless otherwise stated in the quotation or order acknowledgment, shipments are made EXW SaveGuard's facility, Eau Claire, Wisconsin, Incoterms® 2020. Where a different shipping term is stated in the quotation or order acknowledgment, risk of loss shall transfer in accordance with that shipping term. If an Incoterm is specified, it shall be interpreted in accordance with Incoterms® 2020.
- (c) Notwithstanding any transfer of risk, title to the Products shall remain with SaveGuard and shall not pass to Customer until SaveGuard has received payment in full, in cleared funds, for the applicable Products and all amounts invoiced in respect of those Products, including freight, taxes, duties, tooling, NRE, storage, and other charges stated in the applicable quotation, order acknowledgment, or invoice. Transfer of risk shall not constitute transfer of title and shall not limit SaveGuard's security interest, payment rights, or remedies for non-payment or default under Section 19 or applicable law. Upon receipt of full payment for the applicable Products and related invoiced amounts, title to those Products shall transfer to Customer.
- (d) SaveGuard may make partial shipments and invoice each shipment separately. Each partial shipment shall be treated as a separate sale for payment, risk of loss, title-transfer, warranty, and limitation of liability purposes. Partial shipments are not a breach of these Terms and do not relieve Customer of its obligation to pay for Products shipped.

8. Shipping Claims, Inspection and Acceptance

- (a) Customer is responsible for all freight, handling, insurance, and carrier charges unless the applicable quotation or order acknowledgment states otherwise. Customer shall file claims for loss or damage in transit directly with the carrier. SaveGuard will reasonably cooperate by providing available shipping documentation to support such claims.

- (b)** Customer shall inspect all Products promptly upon receipt. Claims for visible damage, shortage, incorrect shipment, or non-conformance with the packing list must be submitted in writing to SaveGuard within fifteen (15) calendar days after delivery and must include reasonable supporting evidence.
- (c)** Failure to give timely written notice under this Section constitutes acceptance of the shipment as delivered, except for latent defects not reasonably discoverable on receiving inspection and covered by Section 12.
- (d)** Products may not be returned without a valid Return Material Authorization (RMA) issued by SaveGuard. Unauthorized returns may be rejected, returned to Customer at Customer's expense, or held subject to storage charges.

9. Changes, Cancellation, Returns and Project Suspension

- (a)** Customer-requested changes to Specifications, quantities, delivery dates, shipment method, destination, drawings, approvals, or other Order requirements after acceptance require SaveGuard written approval and may result in price adjustments, schedule changes, additional NRE, additional Tooling charges, or cancellation charges.
- (b)** Customer may cancel an Order for Catalog Products within three (3) business days after SaveGuard written acceptance without charge, unless the Products have shipped or been specially allocated. After that period, cancellation requires SaveGuard written approval and may be subject to a restocking charge of up to twenty-five percent (25%) of the Order value, plus freight, handling, and other costs incurred.
- (c)** Catalog Products returned within thirty (30) days after delivery in original, unused, undamaged, and resalable condition may be refunded, less a twenty-five percent (25%) restocking fee and less outbound freight and handling. No returns are accepted more than thirty (30) days after delivery unless SaveGuard agrees in writing.
- (d)** Orders for Custom Products are non-cancellable and non-returnable once SaveGuard has commenced engineering, procurement of materials, Tooling fabrication, setup, programming, or production. If Customer cancels or attempts to cancel after such work has commenced, Customer shall pay SaveGuard for all labor, engineering, fabrication, materials procured or committed, Tooling, NRE, supplier charges, cancellation charges, and a reasonable margin on committed work.
- (e)** A project is deemed suspended if work is delayed, paused, or inactive for more than thirty (30) days after SaveGuard has received authorization to proceed, committed labor, procured project-specific materials, or commenced engineering or production. Upon suspension, SaveGuard may invoice Customer for completed work, engineering, Tooling, Products, materials procured or staged, and other committed costs. Such invoices are due per the applicable payment terms.
- (f)** If Products or materials are completed or staged and shipment is delayed at Customer request, SaveGuard may assess storage charges equal to two percent (2%) per month of the invoice value of the held Products, or another reasonable storage fee stated in writing. If a suspended project remains inactive for more than ninety (90) days, SaveGuard may deem the project cancelled and apply the cancellation provisions above.
- (g)** Upon Customer written request to resume a suspended project, SaveGuard will use commercially reasonable efforts to reinstate work. SaveGuard may require payment of overdue amounts, reinstatement charges, revised pricing, revised lead times, or new approvals before resuming.

10. Customer-Supplied Specifications, Drawings and Approvals

- (a)** Customer is solely responsible for the accuracy, completeness, legality, and sufficiency of all Customer-supplied Specifications, drawings, patterns, samples, part numbers, CAD data, performance requirements, and other instructions. SaveGuard is not responsible for errors, omissions, conflicts, or inadequacies in Customer-supplied materials.
- (b)** Customer is responsible for determining whether Products are suitable for Customer intended application, operating environment, regulatory requirements, installation method, and downstream use. SaveGuard does not warrant suitability for any purpose unless expressly agreed in a signed writing identifying the specific purpose and reliance.
- (c)** Descriptions, dimensions, capacities, weights, tolerances, ratings, technical data, and other Product information are provided in good faith for guidance unless expressly stated as binding Specifications in a quotation or order acknowledgment. SaveGuard may alter, withdraw, or substitute items in its product range, provided that Products

supplied under an accepted Order materially conform to the accepted Specifications or the changes are required under applicable law.

- (d) Customer approvals, including drawing approvals, sample approvals, and first-article approvals, constitute Customer confirmation that the approved item satisfies Customer requirements, except for manufacturing defects not reasonably discoverable at approval.

11. Customer Responsibilities and Product Use

- (a) Customer is responsible for proper receipt, unloading, handling, storage, installation, integration, maintenance, use, resale, export, and disposal of Products in accordance with applicable laws, industry standards, safety data sheets, labels, warnings, and instructions provided by SaveGuard.
- (b) Customer shall not misuse, modify, repair, repurpose, combine, or integrate Products in a manner not authorized by SaveGuard or inconsistent with the applicable law, Specifications, ratings, instructions, or intended use.
- (c) Customer is responsible for ensuring that any Product installed into Customer equipment, vehicle, machinery, system, or end product complies with Customer technical, regulatory, safety, environmental, labeling, warning, and certification obligations.

12. Limited Warranty and Exclusive Remedies

- (a) Subject to the exclusions and limitations in these Terms, SaveGuard warrants only that, at the time of shipment, Products manufactured by SaveGuard will materially conform to the accepted written Specifications applicable to the Order and will be free from material manufacturing defects in materials and workmanship.
- (b) Customer shall inspect all Products promptly upon receipt. Any claim for visible damage, shortage, incorrect shipment, non-conformance, or defect reasonably discoverable on inspection must be made in writing within fifteen (15) calendar days after delivery. Any claim for a latent manufacturing defect not reasonably discoverable on inspection must be made in writing within ten (10) calendar days after discovery and, in all cases, no later than forty-five (45) calendar days after shipment.
- (c) SaveGuard's sole obligation and Customer's exclusive remedy for any Product non-conformance or breach of this limited warranty is, at SaveGuard's option, repair of the affected Product, replacement of the affected Product, or refund of the purchase price paid for the affected Product. SaveGuard may require Customer to return the affected Product freight prepaid with a valid Return Material Authorization number. Any repaired or replacement Product is warranted only for the remainder of the original claim period.
- (d) For Products or components not manufactured by SaveGuard, SaveGuard's sole obligation is to pass through to Customer, to the extent assignable, any warranties provided by the original manufacturer. SaveGuard gives no independent warranty for third-party products or components.
- (e) This limited warranty does not cover damage, defect, or non-conformance caused by: improper installation, handling, storage, maintenance, or use; accident, misuse, abuse, negligence, or normal wear; exposure to temperatures, chemicals, abrasion, vibration, fluids, loads, mechanical stress, or environmental conditions outside the applicable Specifications; unauthorized modification, repair, rework, or repurposing; failure of Customer equipment, vehicle, system, or components; Products manufactured to Customer-supplied Specifications that conform to those Specifications but fail in Customer application; or failure to follow instructions, labels, warnings, or safety data sheets.
- (f) The remedies in this Section are the sole and exclusive remedies for defects, non-conformities, breach of warranty, or failure of Products, whether arising in contract, warranty, tort, strict liability, statute, or otherwise.

13. Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 12, SAVEGUARD DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR CUSTOMER'S INTENDED USE, NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SAVEGUARD MAKES NO WARRANTY THAT THE PRODUCTS WILL PERFORM AS INTENDED WHEN COMBINED WITH,

INSTALLED IN, INTEGRATED WITH, OR USED ALONGSIDE ANY COMPONENTS, EQUIPMENT, VEHICLES, SYSTEMS, MATERIALS, OR PROCESSES NOT SUPPLIED BY SAVEGUARD.

- (a) No employee, agent, distributor, representative, or reseller is authorized to make any warranty or representation on behalf of SaveGuard except in a writing signed by an authorized officer of SaveGuard.

14. Limitation of Liability

- (a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAVEGUARD SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, ENHANCED, OR PUNITIVE DAMAGES, OR FOR LOSS OF USE, REVENUE, PROFIT, PRODUCTION, BUSINESS OPPORTUNITY, GOODWILL, DATA, RECALL COSTS, LINE-DOWN COSTS, REMOVAL COSTS, INSTALLATION COSTS, SUBSTITUTE GOODS, OR PURE ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, STATUTE, OR OTHERWISE, EVEN IF SAVEGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) SaveGuard total cumulative liability for all claims arising out of or relating to any Product, Order, invoice, shipment, or these Terms shall not exceed the amount actually paid by Customer to SaveGuard for the specific Product giving rise to the claim.
- (c) The limitations in this Section apply notwithstanding any failure of essential purpose of any limited remedy and are a material allocation of risk forming part of the bargain between SaveGuard and Customer.
- (d) Nothing in these Terms excludes or limits liability to the extent such exclusion or limitation is prohibited by applicable law.

15. Customer Indemnity

- (a) Customer shall defend, indemnify, and hold harmless SaveGuard, its Affiliates, and their respective officers, directors, managers, employees, agents, successors, and assigns from and against all third-party claims, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and costs, arising from or relating to: (i) Customer-supplied Specifications, drawings, samples, instructions, or approvals; (ii) Customer use, handling, storage, installation, integration, resale, export, import, labeling, warning, or disposal of Products; (iii) combination of Products with items not supplied by SaveGuard; (iv) Customer breach of these Terms; or (v) Customer violation of applicable law, except to the extent caused by SaveGuard gross negligence or willful misconduct.
- (b) SaveGuard shall provide Customer reasonably prompt notice of any indemnified claim and reasonable cooperation at Customer's expense. Customer shall not settle any claim in a manner that admits fault by SaveGuard or imposes non-monetary obligations on SaveGuard without SaveGuard prior written consent.

16. Intellectual Property and No Reverse Engineering

- (a) All designs, drawings, specifications, engineering data, technical data, CAD files, samples, prototypes, manufacturing know-how, processes, methods, tooling concepts, software, documentation, and other intellectual property created, owned, or supplied by SaveGuard are and remain the sole property of SaveGuard.
- (b) No sale of Products grants Customer any license, ownership interest, or other right in SaveGuard intellectual property except the limited right to use the purchased Products for their intended application. Customer shall not copy, reproduce, modify, distribute, disclose, or create derivative works from SaveGuard intellectual property without SaveGuard prior written consent.
- (c) Customer shall not reverse engineer, decompile, disassemble, analyze, copy, replicate, or otherwise attempt to reproduce the design, materials composition, construction, performance characteristics, or manufacturing methods of any SaveGuard Product, except to the extent Customer has a non-waivable right under applicable law to do so.
- (d) Customer represents that Customer-supplied Specifications, drawings, samples, and instructions do not infringe any third-party intellectual property rights. Customer indemnity obligations include claims alleging that Products made to Customer-supplied Specifications infringe third-party rights.

17. Confidentiality

- (a) Each party shall keep confidential and shall not disclose to any third party or use for any purpose other than performance under these Terms any non-public technical, commercial, business, financial, pricing, design, drawing, Specification, process, customer, supplier, or company information received from the other party in connection with quotations, Orders, Products, or related dealings.
- (b) The receiving party shall protect the disclosing party's confidential information using at least the same degree of care it uses to protect its own confidential information of similar importance, and in no event less than reasonable care. Confidential information may be disclosed only to employees, contractors, advisors, and representatives who have a need to know and are bound by confidentiality obligations at least as protective as this Section.
- (c) Confidential information does not include information that is publicly available without breach of these Terms, was already lawfully known by the receiving party without confidentiality restriction, is independently developed without use of the disclosing party confidential information, or is lawfully received from a third party without confidentiality restriction.
- (d) If required by law, court order, subpoena, or government authority to disclose confidential information, the receiving party shall, to the extent legally permitted, provide prompt notice and reasonable cooperation so the disclosing party may seek protective treatment.
- (e) Upon request or termination of dealings, the receiving party shall return or destroy confidential materials, including copies, except that one archival copy may be retained solely for legal compliance. Confidentiality obligations survive for five (5) years after disclosure, and trade secret obligations survive for so long as the information remains a trade secret under applicable law.

18. Compliance with Laws

- (a) Each party shall comply with laws applicable to its performance under these Terms. Customer shall comply with all laws applicable to Customer purchase, import, export, resale, installation, use, integration, labeling, warning, and disposal of Products.
- (b) Customer shall comply with all applicable U.S. export control, sanctions, customs, anti-boycott, and trade regulations. Customer shall not export, re-export, transfer, sell, or supply Products to any country, entity, or individual prohibited under U.S. law or for any prohibited end use.
- (c) Customer shall comply with applicable anti-bribery, anti-corruption, anti-fraud, anti-money laundering, modern slavery, environmental, health and safety, and diversity and equal opportunity laws and shall maintain appropriate policies and controls to prevent non-compliance.
- (d) Certain Products may contain chemicals subject to California Proposition 65 warnings, including but not limited to respirable crystalline silica, fiberglass, or ceramic fibers. SaveGuard may provide warnings on labels, packaging, published safety data sheets, or other materials as applicable. Customer is responsible for maintaining required warnings on any repackaged, relabeled, resold, incorporated, or downstream Products shipped into California.
- (e) For Products shipped to or sold into the European Union or United Kingdom, SaveGuard will, upon written request, provide available information regarding substances of very high concern (SVHC) in accordance with Regulation (EC) No. 1907/2006 (REACH) and applicable UK REACH. Customer is responsible for REACH, UK REACH, and similar obligations applicable to its own importation, distribution, incorporation, downstream use, resale, and disposal.
- (f) SaveGuard quality management system certifications, including ISO 9001 and IATF 16949 certificates, are available upon request to the extent current and applicable.

19. Default, Suspension and Security Interest

- (a) Customer is in default if Customer fails to pay when due, breaches these Terms, becomes insolvent, is unable to pay debts as they become due, makes an assignment for the benefit of creditors, enters liquidation, dissolution, receivership, administration, bankruptcy, reorganization, or similar proceedings, or if SaveGuard reasonably determines that Customer's financial condition threatens payment or performance.

- (b)** Upon default, SaveGuard may, without limiting other rights or remedies, suspend performance, stop work, withhold shipment, cancel Orders, accelerate all unpaid amounts, require cash in advance, reclaim or repossess Products to the extent permitted by law, recover collection costs, and exercise all rights and remedies available under these Terms, applicable law, and equity.
- (c)** To secure payment of all amounts owed to SaveGuard, Customer grants SaveGuard a purchase-money security interest in Products sold by SaveGuard and in proceeds of those Products until all amounts owed for such Products are paid in full. Customer authorizes SaveGuard to file financing statements and take other actions reasonably necessary to perfect or enforce that security interest, to the extent permitted by applicable law.
- (d)** Customer shall not sell, transfer, encumber, modify, or dispose of Products for which payment remains overdue except in the ordinary course of Customer business and subject to SaveGuard security interest and rights in proceeds, to the extent permitted by applicable law.

20. Force Majeure

- (a)** SaveGuard shall not be liable for delay or failure in performance caused by events beyond its reasonable control, including acts of God, fire, flood, severe weather, pandemic, epidemic, war, terrorism, civil unrest, labor disputes, strikes, lockouts, supplier failures, carrier failures, transportation disruptions, procurement delays or shortage of raw materials, energy or labor, equipment breakdown, cyber incidents, embargoes, tariffs, government action, export restrictions, power interruption, or any other circumstance beyond SaveGuard reasonable control.
- (b)** During a force majeure event, SaveGuard obligations are suspended for the duration of the event and extended for a reasonable recovery period. SaveGuard may allocate limited Products, materials, labor, or capacity among customers in any commercially reasonable manner.

21. Governing Law, Dispute Resolution and Venue

- (a)** These Terms, each Order, and any dispute, claim, or controversy arising out of or relating to the Products, quotations, Orders, invoices, shipments, or the parties' relationship are governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict-of-laws rules.
- (b)** The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- (c)** The parties shall first attempt in good faith to resolve any dispute by negotiation between representatives with authority to settle the dispute. If the dispute is not resolved within thirty (30) days after written notice of dispute, either party may proceed under this Section.
- (d)** Except for claims for injunctive relief, protection of intellectual property or confidential information, collection of undisputed amounts, or enforcement of a security interest, any dispute arising under or relating to these Terms or any Order shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The seat and venue of arbitration shall be Eau Claire, Wisconsin. The arbitration shall be conducted in English by one arbitrator, unless the parties agree otherwise in writing. Judgment on the award may be entered in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions in this Section.
- (e)** For court proceedings permitted under this Section, each party irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Eau Claire County, Wisconsin and, if federal jurisdiction exists, the United States District Court for the Western District of Wisconsin. Each party waives any objection based on inconvenient forum or lack of personal jurisdiction to the maximum extent permitted by law.
- (f)** EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, ANY ORDER, OR THE PRODUCTS. EACH PARTY ALSO WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED ACTION OR ARBITRATION, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY APPLICABLE LAW.

22. Electronic Acceptance and Signatures

- (a) Electronic acceptance, including e-signature, email confirmation, portal acceptance, or submission of a purchase order referencing a SaveGuard quotation, constitutes Customer's agreement to these Terms. Electronic records, electronic signatures, and counterparts have the same force and effect as originals to the fullest extent permitted by applicable law.

23. Assignment, Notices and Relationship of the Parties

- (a) Customer may not assign, delegate, or transfer these Terms or any Order without SaveGuard prior written consent. SaveGuard may assign these Terms or any Order to an Affiliate or successor in connection with a merger, reorganization, sale of equity, sale of substantially all assets, or transfer of the applicable business.
- (b) Notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail, or email with confirmation of transmission to the addresses stated in the applicable quotation, order acknowledgment, or invoice, or to such other address as a party designates by notice.
- (c) The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, fiduciary relationship, franchise, or employment relationship between the parties.

24. Severability, Waiver and Interpretation

- (a) If any provision of these Terms is held invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, deemed severed. The remaining provisions remain in full force and effect.
- (b) Failure or delay by SaveGuard to enforce any right or provision is not a waiver of that right or provision. A waiver is effective only if in writing and signed by the party granting the waiver and applies only to the specific instance stated.
- (c) Headings are for convenience only and do not affect interpretation. The words "including" and "include" mean "including without limitation." No rule of construction shall apply against a party solely because that party drafted or supplied these Terms.
- (d) No person other than SaveGuard, Customer, and their permitted successors and assigns has any right to enforce these Terms, except that SaveGuard Affiliates and indemnified parties may enforce provisions intended for their benefit.

25. Entire Agreement and Changes to Terms

- (a) These Terms, together with the applicable SaveGuard quotation, order acknowledgment, invoice, and any written amendments signed by both parties, constitute the entire agreement between SaveGuard and Customer regarding the sale of Products and supersede all prior or contemporaneous agreements, understandings, communications, and representations regarding the Products.
- (b) No modification, amendment, or waiver of these Terms is binding unless in writing and signed by an authorized officer of SaveGuard, except that SaveGuard may update these Terms from time to time for future Orders. Updated Terms become effective thirty (30) days after notice is provided or posting at www.saveguard.com, unless a later effective date is stated. Updated Terms apply to future Orders only and do not retroactively modify accepted Orders unless agreed in writing.
- (c) Provisions that by their nature should survive completion, cancellation, expiration, or termination of an Order survive, including payment, taxes, Tooling, confidentiality, intellectual property, warranty limitations, disclaimers, limitation of liability, indemnity, compliance, dispute resolution, and security interest provisions.