

Goodway Sales Order Acknowledgement

Terms and Conditions of Sale

(Includes Custom Design Demonstrators and Sale on Approval by Customer)

1. Terms of Sale. This Sales Order Acknowledgement Terms and Conditions of Sale (“Goodway Sales Acknowledgement”) confirms and supplements the sale of Goodway Products documented on the Purchase or Sales Order issued either by Customer or Goodway. Identity, Quantity, Price and Payment Terms, Delivery Date, Shipping Location and Terms (“Basic Terms”) for purchase of the Products are set forth on the face page of the Purchase or Sales Order. Goodway invoice will follow. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Goodway, whether relating to Goodway's breach, bankruptcy or otherwise. To the extent that this Goodway Sales Acknowledgement sets forth terms and conditions that are supplemental or in addition to any terms and conditions set forth in a Customer purchase order, the terms and conditions of this Goodway Sales Acknowledgement shall prevail. Fulfillment of Customer’s order does not constitute acceptance of any of Customers terms and conditions and does not serve to modify these terms and conditions. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. Goodway’s delivery of the Products or a version of the Products used for demonstrations (“Demonstrators”) to Customer for testing and evaluation prior to Customer’s agreement to purchase for its use, may be a demonstration or a sale on approval subject to Section 42a – 2 – 326 of the Connecticut General Statutes (“Sale on Approval”). Section 2 below will apply only to demonstrations or Sales on Approval. Other Sections, depending on the context may also apply to Sales on Approval as well as sales in the ordinary course.

If Products will be custom-engineered, pursuant to Goodway designs and specifications (“Goodway Specifications”), and not pursuant to design services provided by Customer, the Goodway Specifications will be delivered to the Customer for approval. Based upon required customized designs, once Customer approves the Goodway Specifications, Customer’s PO cannot be cancelled or withdrawn and these Products are non-returnable and non-cancellable. If Products will be custom-engineered pursuant to design services provided by Customer (“Customer Specifications”), Customer’s Specifications will be delivered to Goodway for approval. Goodway may either approve the Customer Specifications or amend them and return to Customer for approval. Once Customer Specifications are approved, Customer’s PO cannot be cancelled or withdrawn and these products are non-returnable and non-cancellable. In either case, if Customer refuses delivery, full amount of Goodway’s invoice shall remain due and payable. Section 2 below does not apply to Products custom-engineered to Goodway Specifications or Customer Specifications.

2. Demonstration and Sale on Approval Terms and Conditions. In the event of a Demonstration or Sale on Approval:

- (a) Testing and Feedback. Customer will, solely as directed by Goodway, use, test and evaluate the Product or Demonstrator for a period of up to thirty (30) days (unless otherwise agreed to, in writing, by the parties) from delivery to the Delivery Location set forth on the face page of this Goodway Sales Acknowledgement (the “Trial Period”). Upon receipt, Customer will inspect the Product or Demonstrator, and document and immediately notify Goodway of any faults. Customer will read and be familiar with the operator’s manual and use the Products or Demonstrators in a safe and responsible manner, including the use of personal protection equipment. Products must be operated on an electrical system that meets the voltage/power requirements specified on the Product’s nameplate. A licensed

electrician is recommended for unit installation. Customer will promptly notify Goodway of all potential flaws, manufacturing defects, design imperfections and problems discovered in connection with testing and evaluating the Products or Demonstrators (“Feedback”).

- (b) Testing Fee; Purchase Price; Title and Risk of Loss. At Goodway’s request, Customer will pay to Goodway a fee of \$1,000 for use, testing and evaluation of Products or Demonstrators. Goodway shall retain title to the Products or Demonstrators unless and until the Products are accepted by Customer pursuant to Section 2(c) below. Upon acceptance and payment of the purchase price set forth on the face page hereof and on Goodway’s invoice (“Purchase Price”), title to the Products shall pass from Goodway to Customer. However, Customer assumes the risk of loss, theft, or damage to the Products or Demonstrators upon initial delivery of the Products or Demonstrator to the Delivery Location.
- (c) Acceptance or Rejection of Product. Customer shall have discretion to accept or reject the Product during the Trial Period, regardless of the condition of the Product and whether the Product conforms or does not conform to any Specifications. Upon notice of acceptance, Goodway will deliver an invoice to Customer. If a Demonstrator or a Steam Clean Product is used, Customer will return the Demonstrator or Steam Cleaner Product to Goodway as set forth below on or prior to the end of the Trial Period. Customer shall clean, sanitize and pack the returned or rejected Product, Demonstrator or Steam Cleaner Product in the original skid/box and return it to Goodway, in full working order, at Customer’s risk and expense. If Customer has accepted the Product after using a Demonstrator or Steam Cleaner Product, Goodway will deliver a new Product to Customer within ___ days of acceptance and upon the terms and conditions set forth herein. If the Product is other than a Steam Cleaner, and Customer has accepted the Product, Customer will retain the Product and pay the Purchase Price. Acceptance of the Product and payment of the Purchase Price automatically transfers title to the Product to Customer as contemplated under Section 2(b) above. Until such time as Customer accepts the Product and pays the purchase price, nothing contained in this Agreement shall grant or be construed as granting to Customer any ownership rights to the Product. Customer shall not have any ownership rights to any Improvement or Intellectual Property Right in the Product (each as defined in Section 6 of this Agreement).
- (d) Damages. Customer is responsible for all damages identified at Goodway’s discretion, beyond normal wear and tear to the Products or Demonstrators with exclusion ONLY of previously noted faults. Customer will be charged for any damages at Goodway’s standard repair labor rates and parts prices.
- (e) Indemnification. Customer shall defend, indemnify, and hold harmless Goodway, including its principals, employees, agents, members, officers, and managers from and against any and all actual or threatened suits, actions, proceedings (in law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including but not limited to reasonable

attorneys' fees, costs, penalties, interest and disbursements) caused, by arising out of or resulting from or in connection with testing and evaluation of the Products.

3. Inspections. Customer acknowledges that it has relied solely on the inspections of the Products that the Customer has chosen to make, and that Goodway has afforded the Customer the opportunity for full and complete inspections of the Products.

4. Limited Warranty. The limited warranty for the Products is set forth under Product Warranty Information on the Goodway website (www.goodway.com/support/warrantyinformation) and takes effect only upon Customer's acceptance of the Products and transfer of title to Customer. Custom Engineered Products will materially conform to Goodway or Customer Specifications, as the case may be.

5. Compliance With Law. There are many different requirements among various state and local laws, regulations and codes throughout the US. It is Customer's responsibility to comply with all applicable laws, regulations and ordinances, including state and local building codes and data privacy and security laws in the state where Customer will use the Products. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry on its business.

6. Goodway IP. Goodway is the owner of the entire right, title and interest in and to Goodway's Intellectual Property Rights (the "Goodway IP"). Customer shall use Goodway IP solely for performing its obligations under this Goodway Sales Acknowledgement and shall not make, use, or copy any or all of the Goodway IP, or alter, deface or join any name or names and/or work or works to create or form any equivalent or confusingly similar intellectual property under any circumstances. Customer shall not acquire any ownership interest in or to any of the Goodway IP. Any goodwill derived from use of the Goodway IP by Customer shall inure solely to the benefit of Goodway. Any improvements, developments, derivatives, and/or inventions to the Goodway IP or Goodway Products created or developed by Customer as a result of the relationship created by this Agreement ("Improvements") and Feedback shall be the sole and exclusive property of Goodway. Improvements and Feedback may be used by Goodway for any purposes whatsoever without any obligation to Customer. All right, title and interest in Improvements and Feedback is hereby assigned to Goodway. "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to (a) patents; (b) trademarks and derivatives, and trade dress; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and Goodway Specifications and documentation; (e) trade secrets and derivatives; and (f) all intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout any part of the world.

7. Confidentiality. All Goodway non-public, confidential or proprietary information, including, but not limited to, Goodway Specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, trade secrets or other know-how, disclosed by Goodway or its representatives, 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 this transaction, as well as Improvements and Feedback (collectively "Confidential Information"), are confidential, solely for the use in this transaction and may not be disclosed or copied unless authorized in advance by Goodway in writing. Confidential Information

includes, if applicable, that Customer is testing and evaluating the Products and Customer communications and reports pertaining, referring or relating to testing and evaluating the Products. This Section supplements and does not supersede any confidentiality or nondisclosure agreements among the parties hereto, which are hereby incorporated herein by reference. In the event of a conflict between the terms and conditions of this Goodway Sales Acknowledgement and the terms and conditions of any confidentiality or nondisclosure agreements among the parties hereto, the terms and conditions of any confidentiality or nondisclosure agreements among the parties hereto shall prevail and this Goodway Sales Acknowledgement shall be construed accordingly.

8. Limitations of Liability. (a) IN NO EVENT SHALL GOODWAY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GOODWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL GOODWAY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GOODWAY FOR THE PRODUCTS AND SERVICES SOLD HEREUNDER.

9. Sales Tax. If Customer has not obtained and delivered an exemption certificate to Goodway, Customer will pay applicable state sales taxes to Goodway as set forth on Goodway invoice.

10. Purchase Money Security Interest. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to Goodway a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Connecticut Uniform Commercial Code.

11. Insurance. During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000.00 with financially sound and reputable insurers. Upon Goodway's request, Customer shall provide Goodway with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Goodway as an additional insured. Customer shall provide Goodway with 30 days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Goodway's insurers and Goodway.

12. Remedies. A breach or threatened breach of this Agreement by Customer would cause irreparable harm to Goodway and jeopardize its Intellectual Property Rights as well as any goodwill associated therewith, the amount of which would be extremely difficult to estimate. Specific performance, injunctive relief, and/or a restraining order restricting Customer from violating or further threatening to

violate its obligations under this Agreement, in whole or in part, are each appropriate remedies for such breach or any threat of breach without the necessity of proving irreparable harm, showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such remedies shall not be deemed to be the exclusive remedies for any breach, but will be in addition to all other remedies available under law or equity. Customer will be fully responsible to Goodway for a breach of this Agreement by Customer.

13. Governing Law and Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Connecticut USA. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Connecticut USA in each case located in Fairfield County, Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14. Force Majeure. Goodway shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Goodway including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemics and pandemics, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 90 days, either party shall be entitled to give notice in writing to the other to terminate this Agreement.

15. Miscellaneous. Any amendments made to this Agreement must be in writing and must be signed by both Customer and Goodway. From time to time prior to or after the date of this Agreement, and without further consideration, the parties hereto will execute and deliver, or arrange for the execution and delivery of such other instruments and documents, and take such action or arrange for such other actions as may reasonably be requested to more effectively complete any of the transactions provided for in this Agreement. If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention. Except as set forth in Section 7 above, this Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral, or written, of any nature whatsoever with respect to the subject matter hereof. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.