



AIS Standard Terms and Conditions of Sale

Our Terms and Conditions apply to all purchases and sales of items offered here, and your purchase means you have accepted our Terms and Conditions of Sale in effect as of the date of purchase. We disclaim any other Terms and Conditions contained in any customer purchase order, order form or otherwise unless expressly agreed to by us in writing. Purchase orders must be strictly in conformity with these Terms and Conditions; inconsistent or conflicting terms in any purchase order or sale acknowledgment are rejected and shall be controlled by these Terms and Conditions unless agreed to by the customer and All Integrated Solutions (AIS) in a separate mutual writing. Additional terms are not binding unless agreed to by an officer of AIS in a separate writing. We reserve the right to decline fulfilling orders at our discretion.

Our detailed information regarding our product offering consisting of specialized products, parts, and information (the "AIS Catalog") may constitute original works and selections and arrangements of data compiled by AIS and are protected works and compilations under the U.S. Copyright Act. All rights in AIS Catalog are reserved by AIS. You shall use AIS Catalog solely to purchase products.

Pricing, Charges, and Surcharges

Charges: All orders are subject to applicable shipping, freight, taxes and processing charges. Shipping charges for ground service on all stocking orders are determined by using a flat rate table that is based on the combined weight of all items on the order. There are no additional charges for split shipments on AIS stocking orders. This simplified table approach gives AIS the ability to quote freight at the time of the order. Flat table charges are intended to approximate AIS's average cost to process and ship a package of similar weight characteristics. Shipping charges for non-stocking orders and premium shipping services will be subject to the carrier's published rates plus an additional handling charge of \$3.99 per order. In some cases, shipping charges may be less than or greater than AIS's actual cost to process and ship. Shipping charges for non-stocking orders and premium shipping services may be subject to the carrier's published rates plus additional handling charges, which vary by carrier, and may change at the carrier's discretion. AIS will pass on any additional handling charges.

Prices: AIS reasonably attempts to maintain up-to-date and accurate pricing, availability and usage information about the products contained in AIS Catalog. However, this information is dependent upon information distributed by and obtained from a manufacturer or supplier and is subject to change at any time. AIS reserves the right to revise AIS Catalog information at any time, without notice, and AIS will not be responsible for any pricing errors contained therein. **AIS MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN AIS CATALOG.** Prices do not include sales, value added, use, excise or similar taxes, customs or import duties, freight and handling charges or non-standard packaging. Prices may change at any time without notice. AIS may charge customer, in its discretion, for any costs of certificates of origin or consular invoices or similar documents.

Surcharges: AIS's pricing shall be subject to certain additional surcharges ("Surcharges") at AIS's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, labor, fuel, electricity, titanium, aluminum, nickel, and steel. Applicable Surcharges will appear on invoices issued by AIS to customer and shall be due and payable in accordance with the invoice terms. AIS shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

Minimum Order: \$150 (U.S. dollars). You will be charged the minimum \$150 on any order with a merchandise value of \$150 or less.

Terms/Billing Options

Net 30 days on approved open accounts from date of invoice. In addition to open accounts, we also accept C.O.D., and most major credit cards. AIS has multiple payment/billing options. AIS may charge a convenience fee for credit card payments. AIS also offers an ACH payment option which is free of charge. If an open account customer fails to make full payment within thirty (30) days from date of invoice, AIS may defer any further shipments or other orders, or cancel any portion of an unshipped order. AIS further reserves the right to charge interest on overdue invoices at the rate of 18% per annum (1.5% monthly) or at the highest rate available under applicable law. It is understood and agreed that customer will pay, to the extent permitted under law, all reasonable costs and expenses, including attorney's fees, collection agency fees and court costs incurred by AIS in connection with any collection action for payment of the amounts due herein.

AIS makes available certain payment processes through which you can provide payment information to us when you pay for your order (our "Authorized Payment Processes"). Examples of our Authorized Payment Processes include providing payment information by telephone, mail, ACH, or using an established Electronic Data Interchange (EDI). AIS has implemented physical, technological and administrative safeguards intended to protect the information that you provide using one of our Authorized Payment Processes. These safeguards include, for example, encryption of Internet communications. If you do not use an Authorized Payment Processes, and you submit payment information through some other method (such as via email or fax), then the safeguards provided by our Authorized Payment Processes will not protect your payment information, and you provide such information at your own risk. AIS expressly disclaims all responsibility regarding the collection, use and protection of information that you do not submit through an Authorized Payment Process.

Delivery

AIS uses various carriers for different regions. Items that are drop shipped directly from manufacturers may take longer, so items ordered together may not always arrive in the same box or on the same day. **Hazardous materials require special handling, are not service level guaranteed and may be subject to local, state and federal regulations which may delay or prohibit shipments. Hazardous materials will not be shipped to Alaska or Hawaii or exported outside of the contiguous United States.** All orders are shipped F.O.B. from AIS's distribution facility or manufacturer's facility for drop shipments. Title and risk of loss pass to customer on delivery to the common carrier or upon customer pickup. Please check with your AIS sales representative for more information at order time. See Warranties-Limited Liability.

Damaged or Lost Shipments

UPS, Fed-Ex Ground, other package carriers & Prepaid Truck Shipments (AIS carrier): Check your order immediately upon arrival. All damages must be noted on delivery receipt. All shortages and damages must be called into AIS at 888-223-9111 or e-mailed to info@allintegrated.com within 7 calendar days.

Truck Shipment (when you select the carrier): Check your order immediately upon arrival. All damages must be noted on delivery receipt. All damages and shortages must be called in to the trucker you chose within 7 days. All damaged containers and merchandise must be kept for your trucker to inspect. At that

time, you will file a claim with your trucker. **Damaged Hazardous Materials must be returned through the freight company prior to acceptance of delivery (See Returns and Repairs Section).**

Warranties

General Merchandise Warranty: Except as otherwise stated, the only warranties applying to materials sold are those, if any, specifically provided by the manufacturer to be honored by the manufacturer. **Items marked Lifetime Warranty are subject to manufacturer's warranty terms. EXCEPT AS SET FORTH HEREIN, AIS MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. AIS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, QUALITY, DURABILITY, SUITABILITY, OR NON-INFRINGEMENT INCLUDING WITHOUT LIMITATION IN THOSE INSTANCES WHERE CHANGES, ALTERATIONS OR MODIFICATIONS ARE MADE IN MATERIALS AT THE REQUEST OR INSTRUCTION OF THE CUSTOMER, AND THE CUSTOMER AGREES NOT TO CLAIM OR COMMENCE SUIT AGAINST AIS BASED ON ANY SUCH DISCLAIMED WARRANTIES OR SUCH MANUFACTURER'S WARRANTIES. OUR OBLIGATION IS LIMITED ONLY TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR, AT OUR SOLE OPTION, TO REFUND THE PURCHASE PRICE.** A full refund will be given, subject to our Q.A. inspection, for any defective item returned to us and received by us within 30 days of the date of shipment in its original packaging. Exception: Phase converters in You-Build-It Kit form are final sale only.

Manufacturer's Responsibility: The customer recognizes that AIS is a distributor and not a manufacturer, fabricator or packager, and all applicable product specifications, representations and warranties are solely those of the fabricator, manufacturer or packager of the products sold. AIS's liability hereunder for any claim of loss or damage of any kind whatsoever by the customer arising from a breach of any such specifications, representations or warranties by the manufacturer, fabricator or packager shall be limited to reimbursement of the price paid for the specific item sold, and other than such reimbursement, as between the customer and AIS, the customer's sole and exclusive recourse for such loss or damage is to the manufacturer, fabricator or packager of the products. Customer waives any right of set-off or cover under the Uniform Commercial Code or otherwise.

Limited Liability: **IN NO EVENT SHALL AIS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THE PURCHASE, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED OPPORTUNITY OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** AIS shall not be responsible for computer or electronic interruptions, mechanical or electrical breakdowns, strikes, labor slowdowns, war, terrorism, riots, severe weather conditions, natural disasters, acts of God or any other forces beyond the reasonable control of AIS, LTL shipments and other non-scheduled carriers, branch shipments (due to earlier pickups), back ordered items, replacement orders, new accounts (first order), orders requiring credit review, and supplier manufacturing deficiencies.

Coronavirus Disease 2019 (COVID-19) Pandemic: As a result of the ongoing coronavirus disease 2019 (COVID-19) pandemic, a critical inventory shortage of certain personal protective equipment (PPE), including but not limited to gloves, face masks, hand sanitizers, disposable respirators, goggles, wipes, etc., has developed or is projected to develop because of unusually high demand. Due to limited inventory of such products, AIS may not be able to fill all customer orders. AIS will prioritize sales of such products to government customers with Defense Production Act rated orders, government agencies that provide critical safety and security to the public, and first responders and those providing vital services for the stability of the U.S. infrastructure. Because of the high demand levels and possible long lead times

involved in replacing our inventory, sales of certain high demand PPE products are final, and customers cannot cancel orders that have been confirmed by AIS or return, exchange, or claim a refund or credit for those products, notwithstanding anything to the contrary in these Terms and Conditions.

WARNING: AIS assumes no responsibility for how PPE items are used or their effectiveness. Each user is solely responsible for the selection of appropriate PPE items for the setting and application. Before use, the user and/or wearer must read and understand the user instructions provided as a part of the product packaging for ensuring proper use. While use of PPE may decrease the chance of exposure to the COVID-19 coronavirus, there is no guarantee even with proper use that all risk of exposure will be eliminated. For example, no matter how well a respirator seals to the face and how efficient the filter media is, wearers should expect a small amount of leakage inside any respirator. Except as expressly provided by the manufacturers, PPE items have not been tested to determine their efficacy against viruses such as the COVID-19 coronavirus.

PPE PRODUCTS NOT INTENDED FOR MEDICAL USE: The PPE products distributed by AIS are not intended to be used for medical purposes and are not intended for use by healthcare professionals. Any use of PPE products distributed by AIS are limited to non-medical use by non-clinical individuals.

Responsibility

The value of the defective product or material is our only liability. All specifications and technical data have been supplied by the manufacturer and are listed only as a convenience. We do not warrant or represent that the merchandise complies with the provisions of any law, particularly the Walsh-Healey Public Contracts Act, and the Occupational Safety and Health Act of 1970, and regulations promulgated thereunder, unless the manufacturer so warrants.

Compliance with Laws

Some products may be obtained from multiple supply sources located throughout the United States or internationally and shipped directly to the customer without sending the item through AIS. Many states and localities have codes and regulations governing sale, offering for sale, distribution, construction, installation and use of products for certain purposes and/or containing certain regulated substances, which may vary from those in neighboring areas. AIS relies upon information provided by the supplier of these products to ensure they are compliant with the laws of the jurisdiction into which the product is shipped. The information provided by the supplier as to the ability of the product to be sold or distributed in any particular jurisdiction is believed by AIS to be accurate. AIS, however, shall not be responsible for how products are used or installed or for the product's conformance to regional, state, or local codes or regulations. AIS does not guarantee compliance with any law and assumes no responsibility for how the items are used or installed. Customer has the sole responsibility for compliance with all applicable codes, regulations and laws and before purchase and use of the product must review and ensure full compliance with such codes, regulations and laws concerning the use or installation of the products.

Federal Government Flowdown Clauses

AIS does not warrant compliance with any applicable federal agency flowdown, including but not limited to Defense Federal Acquisition Regulations and Federal Acquisition Regulations. All U.S. Government agency contract provisions are rejected. Acceptance of any government contract provisions, including country of origin provisions, must be explicitly agreed upon in writing by an authorized AIS representative. Acceptance of an order does not constitute acceptance by AIS of any other government contract provision

listed on purchase order documents or customer terms and conditions. AIS rejects any customer provision pertaining to most favored customer pricing. AIS requires its suppliers to provide goods that conform to all design, performance and production requirements, do not infringe on a third party's intellectual property rights, are new, authentic, and not counterfeit, and comply with all applicable laws and regulations. Therefore, AIS specifically rejects any customer counterfeit terms and conditions, and all such terms and conditions are deemed not to apply. Except for technical data accompanying a product such as instruction manuals that are included by the manufacturer, technical data is not normally a deliverable for AIS. Technical data provisions must be separately negotiated. AIS is a large business under FAR Part 19 and the rules of the Small Business Administration. Customer warrants that in supplying products in response to any government contract solicitation that has been set-aside for small business, customer understands and will comply with the applicable rules.

Environmental & Safety

VOC (Volatile Organic Compounds) Limits:

AIS may be prohibited from offering certain products due to restrictions or requirements of various federal, state, local and other authorities having jurisdiction in these matters. VOC restrictions may change without notice. Customers should consult the regulations applicable to these products to ensure compliance. AIS relies on the manufacturer regarding the VOC content of their products and makes no representation or warranties regarding the information provided by the manufacturer.

Ozone Depleting Substances (ODS)

AIS may be prohibited from selling certain products that contain chemicals (hydrochlorofluorocarbons) to customers that are not commercial customers as defined by regulations issued by the United States Environmental Protection Agency (USEPA). As per the USEPA regulations, it is a violation of federal law to sell, distribute, or offer to sell or distribute any chlorofluorocarbon or aerosol hydrochlorofluorocarbon containing cleaning fluid for electronic and photographic equipment to anyone who is not a commercial user of this product. The penalty for violating this prohibition can be up to \$25,000 per sale. Individuals purchasing such products must present proof of their commercial status in accordance with Title 40 of the CFR 82.68(a) or (c). ODS restrictions may change without notice and customers should consult the ODS regulations and are responsible for compliance with all the ODS regulations.

California Proposition 65

Some products may contain certain chemicals and, therefore, be subject to warning requirements of California Proposition 65. Proposition 65 requires that packages of products containing certain chemicals identified by the State of California as causing cancer, birth defects or other reproductive harm contain warnings. AIS relies on the manufacturer regarding the hazardous chemicals in their products and makes no representations or warranties regarding the information provided by the manufacturer.

Conflict Minerals

AIS is committed to responsible corporate citizenship and condemns the atrocities perpetuated by militants in the Democratic Republic of the Congo ("DRC") and its adjoining countries. AIS is also committed to complying fully with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act - Conflict Minerals Law. As part of this effort, AIS will continue to: identify the sources of any conflict minerals in the products we manufacture or contract to manufacture; improve, year-over-year, our ability to track conflict minerals in our supply chain and report on their countries of origin; eliminate any conflict minerals that are not DRC conflict-free from the products we manufacture or

contract to manufacture; and support industry-wide initiatives to audit smelters and refiners of conflict minerals. In addition, AIS expects that its suppliers will: not knowingly supply AIS with products containing conflict minerals that are not DRC conflict-free; and support AIS efforts to identify the smelters and refiners that process conflict minerals used in our products and the countries and mines of origin of such conflict minerals.

Mercury Containing Products

Some products may contain mercury and may, therefore, be subject to federal, state, or local regulations regarding their purchase, use, handling and/or disposal. Customers should consult the regulations applicable to their operations regarding these products. AIS relies on the manufacturer regarding the mercury content of their products and makes no representations or warranties regarding the information provided by the manufacturer.

Restrictions of Hazardous Substances (RoHS):

The European Union, China and South Korea have implemented legislation that limits and requires disclosure that may prevent the sale of electronic products or electronic equipment and their accessories when certain chemical substances exceed threshold limits. AIS works with our suppliers to identify items that may be impacted by this regulation as needed to meet with our customer's requests for this information.

Registration, Evaluation, Authorization and Restriction of Chemical Substances (REACH)

is a European Union Regulation that requires companies to identify and manage the risks linked to substances they manufacture and market in the EU. AIS works with our suppliers to identify items that contain Substances of Very High Concern (SVHC) as needed to meet with our customer's requests for this information.

Safety Data Sheet (SDS)

An SDS is a document that is required by the Occupational Safety and Health Administration (OSHA) and provides specific Safety, Health and Environmental information about a product deemed to be hazardous (e.g. Hazardous Ingredients, Physical Hazards, Health Hazards, Safe Handling, Control Measures and more.) Manufacturers or importers are required to produce SDSs and employers are required to have them available for their staff as per OSHA's Hazard Communication Standard 29 CFR. 1910.1200. AIS expressly relies on the evaluation of the chemical manufacturer/importer contained therein. AIS provides SDSs when required. SDSs will be provided via the following means: (i) contacting your local sales office (ii) using AIS's 24-hour toll-free number at 888-223-9111 to request an SDS by mail or facsimile, (iii) requesting an SDS when ordering a product, or (iv) contacting AIS in writing requesting an SDS.

Dangerous Goods/Hazardous Materials

Lead: AIS may be prohibited from offering certain plumbing products intended for use in conveying potable water due to restrictions or requirements of various federal, state, local and other authorities that have prescribed lead content restrictions for such products. These restrictions may change without notice. Customers should consult the regulations applicable to these products to ensure compliance. AIS relies on the manufacturer regarding the lead content of their products and makes no representations or warranties regarding the information provided by the manufacturer.

Energy Efficiency: AIS may be prohibited from offering certain products that do not meet federal, state, and/or local requirements for energy efficiency. Energy efficiency requirements may change without notice. Customers should consult the regulations applicable to these products to ensure compliance. AIS

relies on the manufacturer regarding the energy efficiency rating of its products and makes no representations or warranties regarding the information provided by the manufacturer.

Handling and Disposal: Numerous federal, state, and local codes, regulations and laws may apply to the disposal of products. Customer is solely responsible for proper handling and disposal of purchased items and should review and ensure compliance with all such codes, regulations and laws.

Returns & Repairs

Returns

Except as otherwise provided, no material will be accepted for return after 30 days from date of shipment. To return merchandise, you must contact your AIS Account Manager directly, or call 888-223-9111 for a Return Authorization number. No returns will be accepted without a Return Authorization number. Include with your return a copy of your invoice or packing slip. All merchandise must be returned in its original packaging and condition. Any claims for discrepancies in shipment must be made within 7 days of receipt of merchandise. C.O.D. returns will not be accepted. Shipping charges for returned items must be prepaid. No return of altered or etched items. A re-stocking charge may be applied. **Customers are required to inspect all hazardous materials deliveries prior to accepting the delivery. Unaccepted hazardous materials can be returned to AIS through the freight company that delivered the materials by not accepting the delivery. Once hazardous materials or non-hazardous materials that can become hazardous waste (e.g. broken fluorescent bulbs) are accepted for delivery, AIS is unable to take these items back. Regulated Lithium batteries or cells, or products packed with Lithium batteries and cells, can be returned but it is the customer's responsibility to comply with all applicable DOT ground shipping regulations. AIS does not take title to returned products until the item is received at an AIS Customer Fulfillment Center.**

Made to Order or Per Print Items

Items made to a customer specification are non-returnable and non-cancelable.

Repair Service

Items left after 60 days of notification of repair will be disposed of.

Export Controls

AIS products and services, including user manuals and software, are subject to U.S. export control laws, regulations and administrative policies. Customer acknowledges that it is familiar with such laws and regulations and it agrees to abide by them in all respects. **Diversion of products and/or services contrary to U.S. law is prohibited.** Customer understands that a license, written approval or other authorization may be required from the Bureau of Industry and Security of the U.S. Department of Commerce, the Directorate of Defense Trade Controls of the U.S. Department of State or other U.S. government agency prior to the export or reexport of these items from the United States. Guidance may be found at <https://www.bis.doc.gov> or <https://www.pmddtc.state.gov>. Customer further understands that it is unlawful to export, reexport or transfer, or to attempt to export, reexport or transfer these items to individuals or entities on the List of Debarred Parties, Denied Persons List, Specially Designated Nationals List, Entity List, Unverified List or Nonproliferation Sanctions List, as well as sales or transfers to Embargoed Countries (currently, Cuba, Iran, North Korea, Syria and Sudan). It is the customer's responsibility to be aware of these Lists and Embargoes. These Lists may be accessed at https://export.gov/ecr/eg_main_023148.asp.

Important Country of Origin Information

For certain items sold by AIS, the displayed country of origin information may not be accurate or consistent with manufacturer information. For updated, accurate country of origin data, it is recommended that you rely on product packaging or manufacturer information.

Provisions

Independent Contractors

AIS and Customer are independent contractors and not principal and agent. Nothing contained in these terms and conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Customer will not have the right to bind or otherwise obligate AIS in any manner, nor will Customer represent to anyone that it has the right to do so.

Assignment

Customer shall not assign any order, or any interest therein, without the prior written consent of AIS. Any actual or attempted assignment without AIS's prior written consent shall entitle AIS to cancel such order upon notice to customer.

Electronic Commerce

If AIS and Customer mutually agree to use an Electronic Data Interchange ("EDI") system to facilitate purchase and sale transactions, customer agrees that it will not contest: (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. AIS and customer will negotiate and agree on technical standards and methods to use in making EDI purchases and will use reasonable security procedures to protect EDI records from improper access. In the event of a conflict, the business records maintained by AIS regarding EDI purchases made by customer shall be deemed to be conclusive.

Intellectual Property

Customer shall have no right to copy or use any of the intellectual property of AIS or its suppliers without AIS's permission. All materials contained in AIS Catalog and AIS's website are subject to the ownership rights of AIS and its suppliers.

AIS's Performance of Service

In conjunction with customer's purchase of product, AIS may perform certain services for customer on customer's premises such as delivering, ordering, performing inventory management, or putting-away product (collectively, the "Services"). Customer will hold harmless and indemnify AIS, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by AIS related to the performance of Services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives. **Waiver:** No failure by either party to take any action or assert any right hereunder will be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Controlling Law & Venue

The provisions of the Uniform Commercial Code, as adopted in Wisconsin, shall apply (except as expressly modified hereby) with no application of the United Nations Convention on Contracts for the International Sale of Goods. All transactions shall be governed by the laws of the State of Wisconsin, without regard to any conflict of law principles that would require the application of the laws of any other jurisdiction, and venue shall be in Racine County, State of Wisconsin.

Next Day Delivery Upgrade

AIS will upgrade qualifying orders to Next Day Air Saver at the customer's request (additional charges may apply). Qualifying orders will be delivered on the next regular business day, or on a weekend day for an additional charge.

Note: Hazardous materials require special handling. Any item containing such materials may be subject to local, state and federal regulations which may delay or prohibit shipments. AIS makes no service level guarantees regarding such items. See Terms and Conditions-Warranties-Limited Liability.