

TIMNEY TRIGGERS GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions: The following definitions apply unless otherwise indicated: (a) "Buyer" means the legal entity contracting with Seller; (b) "Seller" means the legal entity contracting with Buyer, which may include Timney Triggers, LLC or any other affiliate of Timney Triggers LLC.; (c) "Agreement" means these Terms & Conditions of sale, any related POs, any related written and executed distribution, dealer or other sales agreements including addenda, attachments or exhibits thereto (e.g., Internet Sales Addendum, Supplier Code of Conduct, etc.); (d) "Goods" is defined by the uniform commercial code ("UCC") and also includes the products, supplies, parts, assemblies, technical data, drawings, services or other items furnished by Seller to Buyer including raw materials, components, and intermediate assemblies of such items, if applicable; and (e) "PO" means a purchase order or other document issued by Buyer reflecting a request to purchase certain Goods and/or Services from Seller.

2. Acceptance of Purchase Orders: Buyer shall initiate all orders to Seller by issuing a PO in written form. By placing a PO, Buyer makes an offer to purchase the Goods pursuant to the terms and conditions of this Agreement, and on no other terms. Any variations made to the terms and conditions of this Agreement by Buyer in any PO are void and have no effect. Seller has the right, in its sole discretion, to accept or reject any PO. Submitting a PO to Seller does not guarantee, nor does it commit Seller to deliver Goods in the requested quantity or on the requested delivery date. Seller may, in its sole discretion and without liability or penalty, partially accept a PO, if only certain Goods are available. Seller shall accept Buyer's PO either by (1) providing Seller's written "acceptance" indicating that it will fulfill the PO, either in part or in full (e.g., identifying the specific Goods, quantity and delivery schedule), as executed by Seller's authorized representative, or (2) by delivering all or a portion of the Goods requested in the PO. Seller's acceptance of a portion of the Goods specified in the PO shall not be deemed to be acceptance of the entire PO. Seller will only be deemed to have accepted that portion of the PO that is delivered. Seller's order acknowledgement is not an acceptance of a purchase order. Seller reserves the right to discontinue part numbers, to modify the designs and specifications of Goods, to change pricing, and to otherwise modify, alter or discontinue the Goods at any time without advance notice to Buyer.

3. Terms and Conditions of Sale: As a condition of Seller's acceptance of any PO or offer by Buyer to purchase, and as a condition of any sale of Goods, Buyer agrees that such sale shall be governed by and expressly limited to the terms and conditions in this Agreement, as defined above. Any variation to these terms and conditions must be agreed to in advance, in writing and signed by authorized representatives of both parties. Buyer cannot unilaterally change or modify this Agreement by referencing a prior offer or by including any counteroffer and/or any additional or conflicting terms in Buyer's PO or any other unilaterally issued Buyer document. Any unilateral changes added to any PO, order request or order confirmation are hereby expressly objected to and rejected by Seller and shall not be deemed to modify this Agreement or be a part of any resulting order.

4. Payment and Price: Unless otherwise agreed in writing by Seller's finance/credit department, all sales are cash in advance and shall be paid in U.S. dollars. Seller has the right to change the price of Goods. Prices exclude all applicable taxes. Prices shall also exclude any amounts due for import and export licenses and permits, customs charges and duties, and penalties. Buyer is responsible for all taxes, assessments, or duties which may be imposed upon the Goods, including for any shipment, installation, or sale. Any price change shall apply prospectively to all POs issued after the effective date of the price change, as well as to any Goods under previously issued POs, or any portion thereof, that have not yet been accepted or delivered. Buyer shall have the right to terminate any such previously-issued Pos, in whole or in part, prior to the effective date of the price change, by providing written notice to Seller. Buyer shall perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed (or to become due and owing) or payable to it by Seller, whether under this Agreement, applicable Law, or otherwise, and whether relating to Seller's breach, bankruptcy, or otherwise

5. Extension of Credit: In the event Seller extends credit to Buyer, Buyer shall pay invoices on time, when due. If Buyer fails to make payments when due, Seller may, within its discretion, take any of the following actions:

(a) assess a late payment charge on all outstanding balances, at a rate equal to one and one-half percent (1.5%) per month on all past due balances, or at the highest rate permitted by law, from the date due until paid in full; (b) change the payment terms to cash-in-advance and change or eliminate any credit, in Seller's sole discretion; (c) recover Seller's cost of collection, including all costs, expenses and reasonable attorneys' fees (including, without limitation, pre-litigation, at trial and on appeal) incurred to collect past due payments; (d) charge Buyer for any bank fees Seller incurs as a result of any refused check or any payment made without sufficient funds, and charge an additional fee of two percent (2%) or the equivalent of twenty-five dollars (\$25.00) (or other currency, if applicable); (e) temporarily remove or eliminate entitlements to any discounts, rebates or special pricing programs if any amount is past due or remains unpaid and all discounts, rebates and special pricing programs shall become void if any amounts due are not paid in full; (f) require immediate payment, upon demand, of any past due amounts; and/or (g) place Buyer's account on hold and exercise its right to not ship or delay shipping any Goods on order, regardless if Seller has or has not accepted the PO, until Buyer's account is brought current, or Buyer and Seller agree otherwise. Seller reserves the right, at any time and in its sole discretion, to revoke, modify, or suspend any previously extended credit or to require full or partial payment in advance of any shipment or performance, if Seller determines that Buyer's financial condition or other circumstances so warrant. Seller may also defer or decline to make shipments, or terminate this Agreement or any PO issued hereunder, based on such determination. In such case, Seller shall not be liable in any manner to Buyer if it exercises its right to stop or delay delivery of Goods due to Buyer's failure to pay or based on Seller's evaluation of Buyer's financial condition.

6. Delivery Terms / Risk of Loss / Title: Unless otherwise agreed to in writing by Seller, Seller shall deliver the Goods to Buyer FOB Origin (named port) or FCA Origin (named place of delivery) ("Delivery"). Risk of loss and title to Goods shall transfer to Buyer upon Delivery of the Goods to the delivery location for such Goods. Seller will strive to meet the requirements of Buyer's delivery schedule, however, any time quoted by Seller for delivery is an estimate only. Seller reserves the right to make partial or early deliveries. At Buyer's request, Seller may assist in securing transportation to the ultimate destination, but such assistance shall not modify the above or any specifically quoted delivery terms or transfer risk of loss during transportation to Seller. If Seller is requested to arrange or is involved in the selection of the freight carriers and the routing of shipments, then such decisions are within Seller's discretion, unless otherwise instructed or agreed.

Seller shall not be liable for any damages resulting from a delay in Delivery. Unless otherwise agreed, Delivery dates are targets. Buyer's sole remedy for a delay in the Delivery of Goods is termination of that part of the accepted PO that was not delivered within thirty (30) days of the last stated Delivery date. If Delivery of the Goods or Services is delayed at the request or due to the fault of Buyer, and if the Goods are required to be stored by a third-party or stored at Seller's location longer than thirty (30) days, then Buyer shall bear the expense and risk of loss of such Goods, and to the extent Services are required after such delay, the performance of such Services will be subject to Seller's availability and may be subject to a price increase. No delay in the shipment or delivery of any Goods relieves Buyer of its obligations under this Agreement, including accepting delivery of any Goods ordered.

7. Security Interest: In the event Seller extends credit, then Buyer grants a security interest in all Goods, all additions and accessions thereto, all replacement Goods and all proceeds thereof to secure payment of Buyer's obligations under this Agreement. Buyer authorizes Seller to file financing statements pursuant to the Uniform Commercial Code and Buyer shall execute, acknowledge, deliver, and file such statements or other documents necessary to perfect Seller's security interest in the Goods.

8. Force Majeure: Seller shall not be liable for any failure to meet its obligations hereunder, due in whole or in part, directly or indirectly, to a Force Majeure event. A Force Majeure event includes, but is not limited to: fire, forest fire, flood, weather, explosion, or other catastrophe; accident; riot, strike, lockout, or other labor stoppage, slowdown or dispute; war (declared or undeclared); epidemic; serious illness or plague; disease, outbreak or quarantine restriction; government interference or regulations including but not limited to those that may impact Seller's suppliers (e.g., loss of facility use privileges at government-owned facilities); rationing, allocations or embargoes; strikes or

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shortage of labor; delays in delivery or inability to deliver by Seller's suppliers; equipment breakages, failures or other limitations; sovereign acts; national, regional, or local emergency; transportation delays and other causes beyond the control of Seller.

If applicable, with respect to Seller's sales of any Goods outside of the United States under the terms of this Agreement, Seller will use commercially reasonable efforts to obtain any necessary export licenses or approvals from the United States Government, to export the Goods. If, however, Seller is unable to secure the legally required export licenses or approvals, then such will be treated as an event of Force Majeure and either Buyer and/or Seller may terminate the PO without any liability. In such case, Seller shall refund Buyer for any amounts pre-paid in advance.

9. Inspection and Acceptance: Buyer shall inspect the delivered Goods within ten (10) days of Delivery (the "Inspection Period"). Buyer will be deemed to have irrevocably accepted the Goods, and any claims shall be deemed waived (except as provided in paragraph 12 of this Agreement) unless, during the Inspection Period, it notifies Seller in writing (in addition to submitting a claim to the responsible freight carrier and any insurer, if applicable, or assisting Seller to submit such claim) and furnishes written evidence or other documentation as reasonably required by Seller that any of the Goods are damaged, defective, or otherwise do not conform to the applicable PO ("Nonconforming Goods"). If Buyer timely so notifies Seller, Seller shall determine, in its sole discretion, whether the Goods are Nonconforming Goods and the terms and conditions of paragraph 10(e) shall govern.

10. Returns: Prior authorization from Seller is required for any returns, for any reason. Contact Seller or Seller's customer service department for prior authorization and for any forms or procedure that must be followed. The following terms apply:

- a. **RMA:** All returns require a Return Merchandise Authorization (RMA) number issued by the Seller. To ensure efficient processing and inventory management, Timney Triggers requires that all Return Merchandise Authorization (RMA) items be returned to the Seller on a monthly basis.
- b. **Timeframe for Returns:** RMAs **must not** be accumulated or held for extended periods. All authorized returns should be shipped back to Timney Triggers within 30 days of RMA issuance.
- c. **No Annual Returns:** Resellers may not hold RMAs for bulk or annual returns. Delays in returning RMAs may impact eligibility for future RMA approvals.
- d. **Special orders, discontinued items and closeout Goods:** Special orders, discontinued items and closeout Goods cannot be returned and are non-refundable.
- e. **Nonconforming Goods or defective Goods:** Nonconforming Goods or defective Goods should be returned separately (or at least separated from other returns in the same shipment). Buyer shall provide a statement describing the defect and proof of freight costs to return the defective Goods. Any Goods under Warranty must be submitted in accordance with any specific directions provided in the Warranty or as directed by Seller. Seller shall determine in its sole discretion whether Goods are defective or covered by any Warranty. If the defect is substantiated, Seller will issue a credit for the defective Good(s) reflecting the invoiced price, net of any applicable discounts, rebates and special pricing (if any), plus actual freight costs. Seller will not issue a credit for Goods that it does not determine to be defective. **BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS PARAGRAPH 10(e) ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING GOODS.**
- f. **Return to Stock:** Other requests to return Goods to stock must be received by Seller within ten (10) days of Buyer's receipt of the Goods. Buyer must provide an invoice or shipping number, and the Goods must be returned in the same new, salable condition as when it was shipped. Unless otherwise agreed by Seller, all return freight charges will be paid by Buyer. In addition, a twenty-five percent (25%) restocking fee will apply, unless the return is due to Seller's error. If the return is a result of Seller error, Seller will also issue credit for the actual costs of the return freight,

provided that Buyer submits a copy of the freight bill.

For any returns of Goods, Seller, when appropriate, will credit Buyer's account. Buyer is not entitled to unilaterally off-set the value of any returned Goods against any amounts due to Seller, without Seller's express written consent.

11. Indemnification. Subject to the terms and conditions of this Agreement, each Party (as "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, directors, managers, employees, agents, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature (collectively, "Claim") of a third party or the other party alleging: (a) material breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Indemnifying Party; (b) any negligent or more culpable act or omission of Indemnifying Party (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; (c) any bodily injury or death of any individual or damage to real or tangible personal property caused by the willful or negligent acts or omissions of Indemnifying Party; or (d) any failure by Indemnifying Party to comply with any applicable Laws. Notwithstanding anything to the contrary in this Agreement, this paragraph 11 does not apply to any Claim (direct or indirect) for which a sole or exclusive remedy is provided for under another paragraph of this Agreement. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any Claim if such Claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's: (x) negligence or more culpable act or omission (including recklessness or willful misconduct); (y) bad faith failure to comply with any of its obligations set forth in this Agreement; or (z) if the Indemnifying Party is Seller, any use of the Goods in any manner not authorized by Seller or that does not materially conform with any usage instructions, guidelines, or specifications provided by Seller, or Buyer's incorporation of the Goods into another product. Either party seeking indemnification under this paragraph shall promptly notify the other party of the claim, but any delayed notification shall not affect the indemnifying party's obligations except to the extent that the delay causes prejudice to the indemnifying party. **PARAGRAPH 11 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY LOSSES COVERED BY PARAGRAPH 11.**

12. Limited Warranty and Exclusive Remedy: Seller's sole warranty is that it shall honor the terms of any express grant of a warranty provided with the Good(s) (Warranty) sold by Buyer. If Seller's Goods are authorized by Seller, in writing, to be sold outside of the United States through authorized channels, then Seller shall also honor the Warranty on Goods, and those warranties that may be implied by the laws of the country into which the Goods are sold. Such Warranty extends to the end user and not the Buyer. The warranties under this paragraph 12 do not apply where the Goods have been (a) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by Seller, or improper testing, installation, storage, handling, repair, or maintenance; (b) reconstructed, repaired, or altered by anyone other than Seller or an expressly authorized entity by Seller; or (c) used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Seller's sole liability and the exclusive remedy will be to honor the Warranty, if valid. At Seller's option, it may elect to repair or replace the Goods or refund the purchase price paid by the Buyer for Goods deemed defective by Seller. The foregoing shall be Buyer's sole and exclusive remedy whether in contract, tort, or otherwise. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN Error! Bookmark not defined.** THIS PARAGRAPH 12, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (y) WARRANTY OF MERCHANTABILITY; or (z) WARRANTY OF FITNESS

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FOR A PARTICULAR PURPOSE; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN PARAGRAPH 12 OF THIS AGREEMENT.

13. Limitation on Liability: EXCEPT AS PROVIDED IN HEREIN, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EXPECTATION OR GOODWILL) WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT, WARRANTY OR ANY OTHER BASIS UNDER, AS A RESULT OF, OR ASSOCIATED WITH, THIS AGREEMENT, ANY PURCHASE ORDER, THE PERFORMANCE UNDER ANY PURCHASE ORDER, OR THE GOODS AND/OR SERVICES PROVIDED, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY BUYER FOR THE GOODS OR SERVICES AT ISSUE, PURCHASED UNDER THIS AGREEMENT. THE LIMITATIONS IN THIS PARAGRAPH 13 APPLY EVEN IF ANY AGREED REMEDY OR OTHER REMEDY OF THE BUYER FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

This limitation of liability shall not apply to either Party's indemnification obligations under this Agreement or to any breaches by Buyer of its confidentiality obligations, its infringement or misuse of Seller's Intellectual Property, failure to comply with any Law or any amounts owed by Buyer for the Goods (e.g., outstanding payments, interest, bank fees, legal fees, etc.).

14. Termination: Except as provided in this Agreement, Buyer shall have not right to cancel, revoke or terminate a PO accepted by Seller. Seller may, in its sole discretion, without liability or penalty, cancel or amend any accepted PO, and the sole and exclusive remedy will be a refund of any cash paid in advance, or any payments made against the PO, provided Buyer is not indebted to Seller.

15. No Drop Shipping: Buyer shall not engage in any drop shipping activity involving the Goods without the prior written consent of Seller. "Drop shipping" includes, but is not limited to, the fulfillment or shipment of Seller's Goods directly from Seller (or any third party on behalf of Buyer) to a third-party customer or end-user of Buyer, where Buyer does not take physical possession of the Goods prior to their resale or distribution. Buyer agrees that: (a) all Goods must be shipped to and received at a physical address owned or controlled by Buyer prior to further resale or distribution; (b) Buyer shall not use Seller's name, address, logo, or contact information in any shipping documentation or labeling directed to any third party; and (c) Buyer shall not list Seller's Goods for sale on any website, platform, or marketplace that fulfills orders through drop shipping without Seller's prior written approval. Any breach of this section shall be considered a material breach of this Agreement, entitling Seller to exercise all remedies available under Section 27, including the right to cancel pending orders and terminate any related agreements with Buyer. Seller may also revoke any resale rights or licenses granted to Buyer. Buyer shall indemnify and hold Seller harmless from any loss, damage, or liability arising out of any unauthorized drop shipping activity.

16. Confidential and Proprietary Information: All information including, but not limited to price lists, Goods-related strategy, drawings, prints, publications, specifications, processes, manufacturing techniques, software products and programs (in object code or any other form) and other intellectual property, obtained by Buyer from Seller prior to and during the performance of

this Agreement which is identified as proprietary or confidential by Seller shall be received in confidence by Buyer and shall remain the property of Seller. Seller's price lists or agreed pricing for Goods is considered confidential. Such information shall not be reproduced, used, or disclosed to any third party by Buyer without the prior written consent of Seller.

17. Re-sale only in the United States: As a condition of sale, Buyer represents and warrants that all Goods purchased under this Agreement shall be resold or otherwise distributed solely as follows: (i) if Buyer is a Dealer, only to end-users located within the United States; and (ii) if Buyer is a Distributor or Reseller, only to authorized dealers or resellers located within the United States who are similarly bound by these restrictions. Buyer further represents and warrants that it shall not, directly or indirectly, offer for sale, sell, or otherwise transfer any Goods outside of the United States, nor shall it sell to any third party it knows or reasonably should know intends to resell or distribute the Goods outside the United States. Buyer shall not engage in transshipment or diversion of Goods, and shall implement reasonable safeguards to ensure compliance by its customers and downstream purchasers. No Goods may be sold, offered, or transferred for resale outside the United States without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Buyer also agrees that it shall not submit or participate in any bid, proposal, or quotation process for law enforcement, military, or other governmental agencies involving Seller's Goods without the prior written consent of Seller.

18. Export Control: Goods sold by Seller to Buyer under this Agreement may be subject to U.S. export control laws such as ITAR and EAR ("Export Control Laws"). In addition, the sale or transfer of Goods, and its related technology, to certain individuals, businesses or entities may be subject to U.S. and international Trade Sanctions laws ("Trade Sanctions"). Buyer represents that it shall comply with all applicable Export Control Laws and Trade Sanctions. Buyer represents and warrants it is responsible to, and does in fact, understand that it shall only use, export, re-export, resale, release or transfer Goods and data or technology related to export-controlled Goods in compliance with such laws. Buyer shall notify Seller and secure the appropriate licenses, if legally required, prior to exporting, re-exporting, reselling, releasing or otherwise transferring such Goods and/or technology. Seller may terminate any PO, or any sale hereunder, immediately for cause if it knows or, in its unilateral discretion, has reason to believe that Buyer has or may have violated any Export Control Laws or Trade Sanctions. Buyer shall be responsible for any breach of this paragraph 18, by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, managers, members, customers, agents, distributors, resellers, or vendors and shall defend, indemnify and hold Seller harmless from any liability resulting from a breach of this paragraph and/or its violation of any Export Control and Trade Sanctions Laws.

19. Choice of Law: This Agreement, any PO between the parties and any dispute arising out of either, shall be governed by and construed in accordance with the laws of the state of Arizona, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Arizona. The parties expressly waive application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. Any action at law, suit in equity, or judicial proceeding of any kind arising directly, indirectly, out of, related to or from this Agreement, PO or the relationship between the parties shall be litigated in a court of competent jurisdiction in Maricopa County, Arizona.

20. Waiver: The failure of Seller to enforce any applicable provision of these terms and conditions, or to require Buyer's performance of any provision or obligation hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of Seller thereafter to enforce each provision.

21. Assignment: Buyer may not assign, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of Seller. Any attempted assignment or delegation without such consent shall be void. Notwithstanding the above, Seller may assign this Agreement and related PO to an affiliate, subsidiary or related party in the event of an internal merger or consolidation, with notice, and in the event of a sale of the business related to this Agreement or PO, Seller may also assign its rights to payments due or to become due hereunder.

22. Severability: If any provision of these terms and conditions is found to

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be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected.

23. Offsets: Unless otherwise expressly agreed by Seller in writing, Seller accepts no liability for offsets, countertrade, co-production or other trade conditions of sale.

24. Buyer's Compliance with Laws: Buyer represents and warrants that its purchase, possession, distribution and resale of the Goods shall comply with all applicable laws, including any applicable federal, state, local or international laws, statutes, regulations, ordinances, and treaties (collectively, "Laws") and Buyer will otherwise comply with all Laws, including, but not limited to, Laws related to the collection, transfer and use of personal information and payment card data and the US Foreign Corrupt Practices Act. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use, or otherwise, that violates any Law.

25. Intellectual Property Rights: Buyer acknowledges and agrees that Seller owns the exclusive right, title and interest in and to any and all inventions, patents, patent applications, works of authorship, copyrights, trademarks, service marks, trade names, trade dress, trade secrets, design rights, logos, commercial symbols, registrations, applications, domain names and all other 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 in any part of the world, and its products, packaging, labeling, advertising and promotional materials used for and/or relating to the Goods (collectively, "Intellectual Property"). In consideration for Buyer's agreement to comply with the terms of this Agreement (and during any agreed term that may apply), Buyer agrees that it shall not impair any such right, title and interest, and that all use of the Intellectual Property by Buyer, and all goodwill resulting from any use of the Intellectual Property, shall inure solely to the benefit of, and be on behalf of, Seller. Except for the express, limited trademark license granted below, Buyer shall acquire no rights whatsoever in or to Seller's Intellectual Property. If Buyer does acquire any right, title, or interest in or to any Intellectual Property, Buyer hereby irrevocably assigns, transfers, and conveys all such rights, title, and interest, free of charge to the Seller and without further action by either Buyer or Seller.

a. **Limited License of Trademark:** Except as specified in Paragraph 25(b) below, Seller grants to Buyer a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free right to use, the tradename, logo and other trademarks (collectively, the "Trademarks") of the Seller and the Goods, solely in the United States (or any other country or territory as expressly agreed to in writing by Seller) to promote and sell the Goods in the United States, and only through authorized resale channels, in accordance with the terms and conditions of this Agreement. Buyer shall use such Trademarks in accordance with any brand standards or guides that may be available to and/or communicated to Buyer from time to time.

b. **Appropriate Trademark Use:**

- i. Buyer shall not promote, offer, or sell any specific Good(s), and shall not use any Trademark for the promotion, offer, or sale of any specific Good(s), if the Good(s), its packaging, or any of Seller's Trademarks thereon have been modified, altered, damaged or degraded.
- ii. Buyer shall not register or attempt to register the Trademarks in any jurisdiction without the prior written permission of an officer or executive of the Seller.
- iii. Buyer shall not adopt or attempt to register any of the Trademarks or any trademark, service mark, trade dress, or trade name that is confusingly similar to any Trademarks or other mark of Seller, whether owned by Seller, its parents or its subsidiaries, or any translation or transliteration thereof, anywhere in the world.

iv. Buyer shall assist Seller in protecting Seller's Intellectual Property and ensuring the proper use of its Trademarks by Buyer and its authorized resellers.

v. Buyer shall promptly inform Seller of any action or conduct of any person which may infringe upon any of Seller's Intellectual Property rights. Seller shall have the sole discretion whether to take legal action against any such infringement. Any damages or other monies recovered because of such infringement, whether by judgment, settlement or otherwise, shall belong exclusively to Seller. Buyer shall cooperate fully with Seller on any legal action taken by Seller with regard to any such infringement.

c. **Scope of use:** Buyer may use the Trademarks only to identify Buyer as an authorized reseller, dealer or distributor of Seller's Goods and for marketing, promoting and selling authorized Goods, in the United States and only through authorized resale channels. Use outside the United States must be agreed, in writing, in advance. It is Buyer's obligation to confirm that it is authorized to sell Goods through various trade channels and on-line (e.g., Amazon, eBay and other third-party platforms).

d. **No Warranty.** Seller makes no representation or warranty as to the validity or enforceability of the Trademarks and as to non-infringement of any Intellectual Property or contractual rights of third parties in the Territory. If Buyer becomes aware of any issue related to Seller's Trademarks or Intellectual Property, Buyer shall promptly notify Seller.

e. **Termination.** Upon the expiration or earlier termination of this Agreement, Buyer shall immediately: (i) cease all use of Seller's Trademark; and (ii) return to Seller all materials, documents, and other embodiments of such intellectual property, including any marketing, promotional, or packaging materials bearing the Trademarks. If Seller expressly authorizes Buyer in writing to sell off remaining inventory following expiration or termination, Buyer may use the Trademarks solely for the limited purpose of reselling such inventory, and only during the sell-off period specified by Seller. Any such use must strictly comply with Seller's brand guidelines and quality standards and shall not create or imply any ongoing relationship or endorsement by Seller. Upon the conclusion of the authorized sell-off period, Buyer shall permanently cease all use of the Trademarks. Buyer acknowledges that any unauthorized use of the Trademarks following termination may result in irreparable harm to Seller, for which monetary damages may be inadequate. Accordingly, Seller shall be entitled to injunctive or equitable relief, in addition to any other legal or contractual remedies available.

26. Entire Agreement; No Third party Beneficiaries: These Terms & Conditions of sale, any related POs, any related written and executed distribution, dealer or other sales agreements including addenda, attachments or exhibits thereto (e.g., Internet Sales Addendum, Supplier Code of Conduct, etc.) represents the entire agreement between Buyer and Seller pertaining to the subject matter herein and shall supersede all prior oral and/or written agreements, proposals, communications and documents. This Agreement may only be modified or amended by a written agreement that specifically references this Agreement and is signed by an authorized representative of Seller. This Agreement is for the sole benefit of Buyer and Seller, 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.

27. Material Breach: Seller considers Buyer's compliance with the following paragraphs to be material to its decision and agreement to sell Goods to Buyer: paragraphs 3, 4, 5, 7, 14, 15, 16, 17, 18, 24 and 25. In the event that Buyer fails to comply with any of these terms, and fails to provide a response or cure satisfactory to Seller within 15 days of receiving notice that Buyer is in breach, then Seller shall have the right to terminate any pending PO(s), terminate any related agreement (e.g., dealer, distributor, or other customer agreement), close or put Buyer's account on hold, all without liability to Seller, and pursue any other remedy available to it at law.

28. OEM Customers. If Buyer, directly or indirectly, incorporates the Goods into another product or packaging, or resells the Goods under a brand other than a Seller brand ("OEM Sale"), the following terms are in addition to and replace any conflicting terms set forth above. Unless specifically authorized

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under a separate written contract signed by Seller's President, Buyer shall not use Seller's Trademarks to promote or sell the Goods. In addition to the indemnification obligations set forth above, Seller shall defend, indemnify and hold harmless Buyer from all damages, expenses, costs, post-notification attorneys' fees and other losses arising out of any third-party claim alleging a defect or breach of implied warranty in the Goods, except to the extent the Goods departed from the intended design after they left Seller's control. For the avoidance of doubt, and without limitation, Buyer assumes full responsibility and liability for any and all warnings, instructions, or disclosures provided with the Goods, or the absence thereof, any representations, claims, or warranties made by Buyer regarding the performance, safety, or fitness of the Goods for any purpose other than those expressly and accurately reflected in Seller's official marketing materials for the identical Goods; and any defects, failures, or nonconformities arising from designs, specifications, or instructions provided or approved by Buyer. Buyer further agrees to indemnify, defend, and hold harmless Seller, its affiliates, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the foregoing.

market, advertise, or otherwise represent any Timney product in a manner that: (i) promotes or implies unlawful firearm manufacture, assembly, or conversion; (ii) targets individuals prohibited from possessing firearms; or (iii) could reasonably be construed to render the product "abnormally dangerous" within the meaning of California Civil Code § 3273.51(c), including any depiction suggesting an increased rate of fire, automatic-fire capability, or conversion from a lawful to unlawful firearm configuration.

(g) Certification of Compliance: Upon request by Timney, distributor or retailer shall provide written certification that it has implemented and is enforcing the policies described herein, and shall furnish copies of any notices, forms, or acknowledgements used to comply with California Civil Code § 3273.51(e).

(h) Material Breach and Remedies: Failure by any California distributor or retailer to implement and enforce such written policies shall constitute a material breach of these Terms and Conditions of Sale and may result, at Timney's sole discretion, in immediate suspension or termination of Buyer's account, cancellation of pending orders, revocation of authorized dealer status, and/or indemnification of Timney for any resulting loss, liability, or enforcement action.

29. California Distributors and Retailers – Compliance with Firearm Laws (California Assembly Bill No. 1263)

All distributors and retailers located in, or conducting sales within, the State of California shall adopt, maintain and enforce written compliance policies and procedures designed to ensure full adherence with all applicable federal and California firearm laws and regulations, including but not limited to those enacted under California Assembly Bill No. 1263 and codified in the California Civil Code §§ 3273.50 et seq. and Penal Code §§ 29185–29186.. Such policies shall constitute part of the "reasonable controls" required by law and shall, at a minimum, include the following provisions:

(a) Prohibition on Sales to Prohibited Persons: Establish controls and verification procedures to prevent the sale, transfer, or delivery of any firearm, frame, receiver, trigger, or other firearm accessory to any individual or entity prohibited under federal or state law from possessing such items.

(b) Legal Transfers and Background Checks: Ensure full compliance with all applicable California Department of Justice (DOJ) Dealer Record of Sale (DROS) requirements, waiting periods, background checks, age-verification procedures, and related documentation prior to completing any transaction involving Timney products or other firearm related items.

(c) Recordkeeping and Employee Training: Implement mandatory employee training on California firearm laws, including the notice, verification, and delivery requirements of Civil Code § 3273.51(e), and require maintenance of accurate sales, transfer, and compliance records for not less than five (5) years or such longer period as required by law.

(d) Cooperation with Authorities: Require prompt cooperation with any lawful inspection, audit, or inquiry conducted by state or federal authorities concerning firearm sales records, or related compliance matters, and shall provide copies of any such notices or findings to Timney within ten (10) business days of receipt.

(e) Before completing the sale or delivery of any Timney trigger or other firearm accessory to a California resident or location within California, Distributor or Retailer shall: (i) Provide the prospective purchaser with a clear and conspicuous written notice substantially in the form required by California Civil Code § 3273.51(e)(2), advising that it is generally a crime in California to manufacture firearms without a license, to use a CNC milling machine or 3-D printer to build a firearm, or to manufacture a firearm for sale or transfer without a licensed dealer and background check; (ii) obtain and retain a signed or electronically executed acknowledgement from the purchaser confirming receipt and understanding of the notice; (iii) verify that the purchaser is at least eighteen (18) years of age and confirm that the purchaser's identification matches the shipping and billing address; and (iv) ensure that each shipment bears the label: "Signature and proof of identification of person aged 18 years or older required for delivery," and that the carrier verifies the recipient's age and identity upon delivery.

(f) Marketing and Advertising Restrictions: Distributor or Retailer shall not

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