



General Terms and Conditions for Sale of Goods (Effective August 2023)

- 1. ACCEPTANCE.** These terms and conditions of sale (the “Terms”) are the only terms which govern the sale of goods (the “Goods”) and services (the “Services”) by Safari Circuits, LLC (“Safari”) to the purchaser of such Goods and/or Services (the “Buyer”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods or Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Any offer, including without limitation any quotation or proposal or similar document, referencing these Terms is capable of acceptance only on the terms stated in such offer and these Terms, and any such offer is expressly conditioned on acceptance of these Terms and those contained in the offer without the addition of any other terms whether or not such terms conflict in any way with those of the offer or herein. Any quotation/confirmation of sale/invoice issued by Safari accompanying or referencing these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Except to the extent expressly accepted in writing by Safari, Safari affirmatively objects to and rejects the inclusion of any different, additional or inconsistent terms or conditions by Buyer; whether by purchase order, order acceptance, or otherwise; regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Buyer expressly waives the right to enforce any terms other than those contained herein or in another written agreement signed by both parties including, without limitation, any terms proposed or supplied by Buyer
- 2. PRICES.** Buyer shall purchase the Goods or Services from Safari at the prices shown on the applicable quotation and such shall be reflected on Buyer’s purchase order. Safari reserves the right to increase the price of any Goods or Services prior to delivery and, if it does so, shall notify Buyer of such increase and Buyer shall have five (5) days to terminate in writing its order for any Goods or Services at the new price; however, if such written cancellation notice is not supplied to Safari within the stated period, Buyer shall be deemed to have agreed to purchase the ordered Goods or Services at the new price and the agreement between the parties shall be construed as if the new price was originally inserted therein, and Buyer shall be billed by Safari on the basis of such new price. All contract prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property or other assets. The contract

price excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if prepaid by Safari.

- 3. PAYMENT TERMS.** Terms of payment are net cash thirty (30) days following the date of invoice, to be paid in United States dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Safari for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law (which Safari does not waive by the exercise of any rights hereunder), Safari shall be entitled to suspend the delivery of any Goods and/or Services if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Safari, whether relating to Safari's breach, bankruptcy or otherwise. If Buyer disputes any invoice or portion thereof, it shall notify Safari in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.
- 4. DELIVERY.** Safari shall deliver Goods to Buyer F.O.B. shipping point. Buyer shall pay all delivery costs and charges or pay Safari's standard shipping charges plus handling. Partial deliveries are permitted. Safari may deliver Goods in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Safari of all information necessary to proceed with the work without interruption. If Goods delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Safari within ten (10) days after receipt. Any liability of Safari for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice with regard to such Goods to reflect the actual quantity delivered. Title shall pass to Buyer upon delivery in accordance with this Section 4. Risk of loss shall pass to Buyer upon delivery pursuant to this Section 4. Time is of the essence.
- 5. SECURITY INTEREST.** As collateral security for the full payment of the purchase price of the Goods, Buyer hereby grants to Safari a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, 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 Michigan Uniform Commercial Code. Safari shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the Goods; however, the failure of Safari to file any such document shall not in any way act as a waiver of Safari's right to such security interest.

6. **INSPECTION AND REJECTION OF NONCONFORMING GOODS.** Buyer shall inspect the Goods within three (3) days of receipt ("Inspection Period") at Buyer's facility, except in the case where Buyer's authorized representative inspects the Goods at Safari's facility in which case Buyer has no further right of inspection. Buyer will be deemed to have accepted the Goods unless it notifies Safari in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Safari. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Safari of any Nonconforming Goods, Safari shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit the price for such Nonconforming Goods in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Safari's facility as directed by Safari. If Safari exercises its option to replace Nonconforming Goods, Safari shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, the replaced Goods to the Buyer's designated facility. Buyer acknowledges and agrees that the remedies set forth in Section 6 are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

7. **DISCLAIMER OF WARRANTIES.** (a) Safari warrants that all Goods manufactured by Safari shall, at the time of sale, comply with applicable Buyer specifications and are free from design defects. All products not manufactured by Safari and/or supplied by Buyer are sold only with the warranties provided by the manufacturer of the product, if any. SAFARI MAKES NO OTHER WARRANTY WITH RESPECT TO THE GOODS, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Safari personnel are not authorized to alter this disclaimer of warranty.

(b) IN NO EVENT SHALL SAFARI BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT 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 SAFARI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) IN NO EVENT SHALL SAFARI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT WITH BUYER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SAFARI FOR

THE GOODS SOLD HEREUNDER OR, AS TO SERVICES, FOR THE AMOUNTS PAID TO SAFARI FOR SERVICES PERFORMED HEREUNDER.

(d) This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Safari and Buyer, without which Safari would not have agreed to provide the Goods and/or Services at the price charged.

8. **ORDER CHANGES.** Buyer may, within a reasonable time after placing the order and prior to shipment thereof, request, in writing, changes within the general scope of the order. Safari, at its discretion, has the option to accept a change to an order after receiving the Buyer's order change request. If an order is changed after the order has been released to manufacturing, a supplemental charge may be applied. Safari, prior to accepting the order change, will notify Buyer of any increase or decrease in the cost of, or the time required for the performance of, any part of the order change. If Buyer then confirms the order change in writing, the Seller will make any equitable adjustments and the order will be modified in writing accordingly.
9. **TERMINATION.** Safari may terminate all or any portion of any order placed by Buyer, even if previously accepted by Safari, at any time and for any reason prior to delivery by providing thirty (30) days prior written notice (including via email) of its intention to do so. In addition to any remedies that may be provided under these Terms, Safari may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due for any order placed and such failure continues for seven (7) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
10. **INFINGMENT INDEMNITY.** To the extent Buyer designed the Goods to be manufactured by Safari, Buyer hereby agrees to defend, indemnify and hold Safari, its successors, assigns, and agents harmless from and against loss, damage or liability including costs and expenses which may be incurred on account of any suit, claim, judgment, or demand involving infringement or alleged infringement of any patents, trademarks, copyrights, trade secrets, licenses or other rights of third parties by the manufacture, use, sale and/or disposition of any Goods supplied hereunder.
11. **SAFARI PROPRIETARY RIGHTS.** To the extent that Safari's background property is incorporated into the Goods, Buyer shall not reproduce, use or disclose any data, specifications, designs, drawings, pricing or other information (including customer owned information) belonging to or supplied by or on behalf of Safari to Buyer. Any information which Safari discloses to Buyer regarding or which is incorporated into the design, manufacture, sale or use of the Goods shall be deemed disclosed as part of consideration

paid for the Goods and Safari grants Buyer an irrevocable royalty-free license to use and reproduce for use in the Goods.

12. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations shall be excused if, and to the extent, that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence. By way of example, this includes acts of God; restrictions, prohibitions, priorities or allocations imposed by or actions taken by any governmental authority (whether valid or invalid); embargoes; fires; floods; windstorms; explosions; riots; insurrection; natural disasters; wars; sabotage; inability to obtain power; pandemic, endemic or court injunction. Written notice of such delay (including the anticipated duration of the delay) must be given to the other party as soon as possible after the occurrence (but no more than ten (10) days after). During the delay or failure to perform by Safari, Buyer, at its option: (a) may purchase the Goods from other sources and reduce its schedules to Safari by such quantities, without liability to Buyer; (b) may ask Safari to deliver to Buyer, at Buyer's expense, all finished Goods, work in process and parts and materials produced or acquired for work under the relevant order; or (c) have Safari provide the Goods from other sources in quantities and at a time requested by Buyer and at the price set forth in the order.
13. **ASSIGNMENT.** Buyer may not delegate its duties nor assign its obligations hereunder without the prior written consent of Safari.
14. **WAIVER.** Either party's failure to insist on the performance by the other party of any term or failure to exercise any right or remedy reserved in these Terms, or either party's waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.
15. **SEVERABILITY.** If any provision of these Terms, or portion of any provision, is declared or found to be unenforceable, the balance of these Terms and Conditions or such provision shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part.
16. **RELATIONSHIP OF PARTIES.** Buyer and Safari are independent contracting parties and nothing in these Terms will make either party the employee, agent or legal representative of the other for any purpose. These Terms do not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
17. **GOVERNING LAW.** The Buyer order and these Terms will be governed by and interpreted in accordance with the laws of the State of Michigan without regard to conflicts of laws principals. Any actions or proceedings by Seller against Safari may be brought by

Buyer only in the State court(s) located in Allegan County, Michigan or any court within the jurisdiction of the United States District Court for the Western District of Michigan.