



KV INDUSTRIAL STANDARD TERMS AND CONDITIONS

ALL TERMS, FEES AND CHARGES ARE IN US\$

EFFECTIVE DECEMBER 1, 2023

Payment Terms

- Net 30 days
- Other payment terms may be applied at the discretion of Knappe & Vogt if account does not remain in good standing.

NOTE: All accounts with previously offered payment terms (prior to January 2, 2021) may retain those terms if the account remains in good standing. All previous discount terms are based on the KV invoice date.

Freight Terms

Shipments to the assigned Distributor shipping locations:

- FOB Origin
- Prepaid Freight with minimum order of \$5,000
- Orders below \$5,000, freight charge is 25% of the order value
- Expedited transportation options may be available; charges are additional
- Minimum order size \$500
- No broken cartons (minimum order quantity) allowed

NOTE: Customer can arrange and pay for their own freight. Minimum order size term applies, and no broken cartons allowed.

Return of Standard Products

Up to 40 days from the invoice date: Knappe & Vogt will accept returns or exchanges for any resaleable products up to 40 calendar days from the invoice date. Customer is responsible for the return freight, unless Knappe & Vogt has made an error. Customer Service will manage the return.

- Contact Customer Service for a Returns Good Authorization (RGA) number.
- The original purchase order is required to receive an RGA number.
- Return the product within 10 calendar days of receiving the RGA number.

- Package all product securely to prevent damage. Unused product should be in the original packaging.
- Send a picture of the wrapped pallet to Customer Service.
- Retain Tracking information until transactions are complete
- All resaleable product returned in original resaleable packaging will be assessed a 25% fee for restocking and handling. The minimum restocking and handling fee is \$150.
- All resaleable products not returned in resaleable, original packaging will be assessed a 25% fee for repackaging in addition to the restocking and handling fee. The minimum repackaging fee is \$150.
- Restocking and Repackaging fees do not apply on returns resulting from Knappe & Vogt error.

After 40 calendar days but not more than 12 months from the invoice date: Product exchanges will be accepted for any resaleable products after 40 calendar days with a corresponding purchase order for 125% of the value of the exchange. Customer is responsible for the return freight. The assigned Knappe & Vogt sales manager will manage the return. *NOTE: This option is very helpful to re-align inventory with local customer buying behavior.*

- Contact the assigned Knappe & Vogt Sales Manager who will ensure the inventory replacement product is the best mix for the Customer and start the process for the Returns Good Authorization (RGA).
- The original purchase order is required to receive an RGA number.
- Return the product within 10 calendar days of receiving the RGA number.
- Package all product securely to prevent damage. Unused product should be in the original packaging.
- Send a picture of the wrapped pallet to the Knappe & Vogt Sales Manager.
- Retain Tracking information until transactions are complete
- All resaleable product returned in original resaleable packaging will be assessed a 25% fee for restocking and handling. The minimum restocking and handling fee is \$150.
- All resaleable products not returned in resaleable, original packaging will be assessed a 25% fee for repackaging in addition to the restocking and handling fee. The minimum repackaging fee is \$150.
- Restocking and Repackaging fees do not apply on returns resulting from Knappe & Vogt error.

Return of Special Order and Non-Stock Items

No returns are accepted on special order and non-stock items unless Knappe & Vogt has made an error. In the event of a Knappe & Vogt error, refer to the Return Policy for Standard Products.

Replacement Orders

Knappe & Vogt will replace products for up to 40 calendar days from the invoice date. This applies to product that is:

- Determined to be defective by Knappe & Vogt
- Shipped in error caused by Knappe & Vogt
- Damaged during shipment that was set up by Knappe & Vogt

- Determined to be unusable by Knappe & Vogt and allowed to be scrapped/retained and not returned

All Replacement Orders will be charged to your account and a credit memo will be issued for returned products that have been approved.

KV is responsible for the return freight. Customer Service will manage the replacement order.

- Contact Customer Service to begin the resolution process.
- If the replacement order is approved, a Returns Good Authorization (RGA) number will be issued.
- The original purchase order is required to receive an RGA number.
- Return the product within 10 calendar days of receiving the RGA number.
- Package all product securely to prevent damage. Unused product should be in the original packaging.
- Send a picture of the wrapped pallet to Customer Service.
- Retain Tracking information until transactions are complete

Shipping Charges

Knappe & Vogt is not responsible for return shipping charges unless Knappe & Vogt made an error when shipping the order (i.e. the product shipped is not the product ordered, or the product is defective).

Credits

- Upon receipt and inspection Knappe & Vogt will determine the credit amount and notify the customer of any discrepancies. All product is subject to Knappe & Vogt Quality Assurance inspection and approval prior to credit memo approval.
- A credit memo will be issued upon inspection and approval of the returned product. The RGA number issued by Customer Service is NOT a credit memo number.
- Customer shall not make any financial adjustments (i.e. short pay an invoice) to their account prior to Knappe & Vogt issuing a credit memo for returned goods. Any deductions taken prior to receiving a credit memo can result in significant delays reconciling the account leading to a credit hold. A credit hold can hold up future shipments.
- Knappe & Vogt will credit or refund the value of the product total and any taxes you were charged less applicable fees (excluding delivery charges).
- Refund will be given in the same form of payment received. Adjustments to credit cards should appear within two billing cycles.
- Please allow a minimum of 14 days for Knappe & Vogt to receive and process your return.
- NOTE: Contact the Knappe & Vogt Accounts Receivable Team at ar@kv.com for an update on a issued credits.

Over/Short and Damage Claims

- All discrepancies resulting from overages/shortages or damage must be reported to Customer Service immediately upon discovery.
- Any overages/shortages or damages must be noted on the delivery receipt to be considered for a credit.
- Send the delivery receipt with notes to Customer Service to start the claims process.

- Any non-concealed OS&D not noted on the delivery receipt is subject to billback to the customer.

Purchase Order Price Discrepancies

- Purchase Orders received with incorrect pricing will not be accepted and need to be re-submitted with correct pricing before the order is processed.
- The start of the lead time for the product begins when a correct purchase order is received.
- *NOTE: Incorrect purchase orders can result in delivery of product later than planned. Please contact your assigned Knappe & Vogt sales manager who will help ensure pricing information is aligned and orders are processed flawlessly.*

Return Goods Authorization (RGA) Status Information

- Contact Customer Service

Shipping Information

All returned products are to be sent to:

Knappe & Vogt
Returned Goods Department
3800 Eastern Avenue SE
Wyoming, MI 49508

- Ensure the product(s) are properly packaged to prevent shipping damage.
- Include the RGA number with the return.
- Ensure all products returned match quantities and products listed on the assigned RGA.

Electronic Data Interchange (EDI)

EDI allows KV and our partners to be more efficient in many processes and orders are entered into the KV manufacturing process more quickly and error free. The key is to have a strong EDI connection and make sure product data such as pricing and minimum order quantities match in both our systems. The KV sales manager will work with their accounts periodically to ensure alignment is present and electronic transactions can flow smoothly and quickly.

Below is a list of the EDI documents that we currently trade with our customer community and more detail on setting up EDI with KV.

EDI transaction documents

- EDI 850 Purchase Order
- EDI 855 Purchase Order Acknowledgment
- EDI 856 Advance Ship Notice (ASN) with corresponding GS1-128 Barcode Label.
- EDI 810 Invoice

- EDI 846 Inventory Inquiry (or other non-EDI option)
- EDI 824 Application Advise (or email address required)

Setting up EDI with KV

For Customers with an In-House EDI Solution Already Established

For customers that already are EDI capable, we simply ask that you set up our documents per our EDI specifications and test that solution with our 3rd party testing partner, SPS Commerce. KV will put you in contact with a testing agent at SPS Commerce who will guide you through the required test cases.

Once you are contacted by an SPS Commerce analyst, the submission of the SPS Commerce contract, the Trading Partner Agreement (TPA), as well as all successful EDI testing can be completed in a four-to-six-week time frame depending on the number of tests the customer may require or the number of documents KV needs to test.

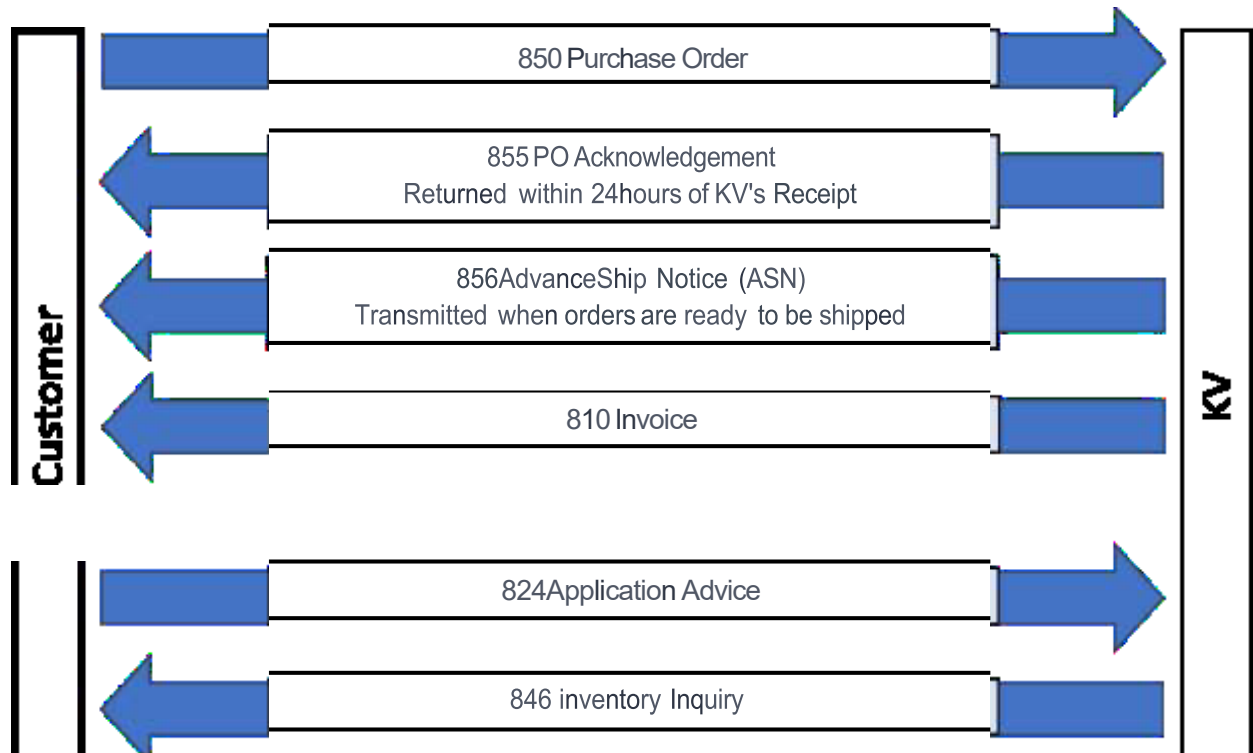
SPS Commerce will notify KV once you successfully complete your testing. A KV ecommerce support analyst will let you know when the EDI connection is successful. They will also be providing the location code you should use for the N104 for the RE relation on the 810 invoice and the location code to use in N104 for the SF relation on the 856 ASN.

For Customers without an In-House EDI Solution

Suppliers without an active EDI solution are encouraged to utilize a web-based 3rd party EDI solution to align with KV's requirements. A web-based option generally acts like a portal where our EDI orders will be sent to and will allow you to complete the required EDI return documents. Orders can be downloaded from the portal to allow you to enter them into your system. An internet search can provide dozens of options or KV can provide you with a list of 3rd parties with whom we have worked successfully.

If you choose a solution outside of SPS Commerce, we simply ask that you test that solution with SPS Commerce. KV will put you in contact with a testing agent at SPS Commerce who will guide you through the required test cases and notify KV when completed.

Flow of EDI Documentation



Knappe & Vogt Manufacturing Company

Seller Terms and Conditions

1. **ACCEPTANCE. TERMS AND CONDITIONS SET FORTH BELOW AND ON THE DOCUMENT OF WHICH THIS IS A PART CONSTITUTE ALL THE TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND SELLER. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF SELLER THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO EFFECT.** Any additional contradictory or different terms contained in any initial or subsequent order or communication from Buyer pertaining to the goods described in this contract of which these Seller Terms and Conditions are a part, are hereby objected to and shall be of no effect unless signed by an authorized officer of Seller. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. Acceptance of acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the acceptance or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by Seller and its officers in Grand Rapids, Michigan.
2. **MASTER PURCHASING AGREEMENT.** Notwithstanding these Terms and Conditions of Acceptance, if the Buyer has executed a written master purchasing agreement, buying agreement or other written agreement, signed by an officer of Seller, the terms and conditions of that agreement shall take precedence to the extent of inconsistency with this document for so long as that document remains in effect.
3. **PRICE.** Prices are subject to adjustment upward or downward by Seller in the event of changes in specifications, quantities, or delivery schedules.
4. **DELIVERY DATE.** All estimates of delivery time are approximate, and failure to effect shipment of an accepted order by such estimated delivery date will not be considered sufficient cause of cancellation without prior agreement confirmed in writing by an authorized Seller's authorized officer.
5. **TRANSPORTATION AND DELIVERY.** Unless otherwise specifically provided on the front side hereof, the price of any goods sold is FOB Seller's designated warehouse. On international sales, unless otherwise specified, the terms of delivery shall EXW Seller's designated warehouse. Buyer is responsible for carriers claims associated with FOB sales.
6. **CANCELLATION OR SUSPENSION OF ORDERS.** Cancellation of orders already staged or began at Seller's facility will result in charges back to the customer for re-stocking and other out of pocket expenses. Buyers must obtain Seller's written approval for delaying shipping schedule outlined in the sales contract. This provision shall not preclude the Seller from recovering additional damages and costs permitted under the Uniform Commercial Code.
7. **TAXES.** Unless otherwise specifically provided for on the front side hereof the price of the goods purchase is net of sales, use, excise, or similar taxes, whether, federal, state or local. The amount of any such taxes applicable to the goods shall be paid by Buyer unless Buyer provides Seller with a valid exemption certificate acceptable to Seller and the appropriate taxing authority.
8. **PAYMENTS.** Payment for goods purchased hereunder shall be net thirty (30) days after the date of the invoice, unless another period has been agreed to in writing. The unpaid balances after thirty (30) days shall be assessed a late charge at a rate of interest equal to 1.5% per month, but not to exceed the maximum rate allowable by law.
9. **COST OF COLLECTION.** If Buyer defaults with respect to any payment obligation, Buyer shall pay Seller for all costs and expenses, including legal expenses and attorney's fees, incurred by Seller in exercising any of its rights or remedies.
10. **GENERAL CONDITIONS.**
 - (a) No agent, salesman or other party, except an authorized officer of Seller, is authorized to bind Seller by an agreement, warranty statement, promise or understanding not herein expressed.
 - (b) The sale of the goods pursuant to this order shall be governed by the laws of the State of Michigan without reference to the principals of conflict of laws and any suit, action or proceeding arising out of the sale hereof or any claim arising from such sale shall be instituted and conducted by either party in the state or federal courts in Kent County, Michigan. Seller and Buyer irrevocably and unconditionally submit and consent to the jurisdiction and venue of any such courts.
 - (c) In addition to the rights and remedies conferred upon Seller by law, Seller shall not be required to proceed with the performance of any order or contract with Buyer in the event Seller has any good faith doubt concerning Buyer's willingness or ability to pay Seller and in case of doubt as to Buyer's financial responsibility, shipments under this order may be suspended or Seller may require cash in advance for shipment.
 - (d) Any clerical errors are subject to correction.

(e) In any case in which Seller is specifically obligated to pay freight on shipment, any increase in freight rates paid by Seller arising subsequent to the acceptance by Seller of the order of the products, may at Seller's option be added to the purchase price of the products and in that event shall be paid by the Buyer.

(f) No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not constitute a bar to or a waiver of any such rights or remedy on any future occasion.

(g) Buyer shall give written notice to the Seller of any alleged infringement of any copyright, trademark, trade dress or patent infringement and no liability arising out of such use is assumed by Seller.

11. WARRANTY. Seller shall provide its express written warranty if applicable to the product in questions.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OBLIGATIONS OF SELLER. SELLER MAKES NO OTHER WARRANTIES, EXPRES OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY OR PERSON FOR ANY LOSS, CLAIM, DEMAND LIABILITY, COST DAMAGE OR EXPENSE OF ANY KIND CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE GOODS OR BY ANY INADEQUACIES THEREOF, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES OF ANY NATURE, WHETHER ARISING IN TORT, CONTRACT, WARRANTY OR STRICT LIABILITY.

Seller has the option of either replacing defective goods or crediting Buyer for the purchase price for such goods. Seller will not accept the return of any goods without its prior written consent. In no event shall Seller be responsible for incidental or consequential damages from any defect in the goods or the application or use of the goods to or with Buyer's products or breach of warranty including, but not limited to, Buyer's use's or any other person's loss of material or profits, increased expense of operation, downtime, or damages arising out of any products liability claim and, in no event shall Seller's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) exceed the contract price paid for the goods delivered by Seller. These remedies are the exclusive and sole remedies for any breach of warranty or contract. Buyer shall give written notice to the Seller of any claim for breach of warranty within thirty (30) days after receipt of the goods if the breach or defect in the goods was or should have been discovered upon inspection of the goods, and Buyer shall give written notice to Seller of any other claim for breach of warranty within ninety (90) days after it discovers or should have discovered such breach. Any remedy of the Buyer against the Seller shall be barred unless notice is given in accordance with the foregoing provisions. All actions by the Buyer for breach of warranty against the Seller shall be brought within one (1) year after the cause of action thereon accrues. Seller shall be given a reasonable and prompt opportunity to investigate any goods concerning which a claim is made.

12. LIMITATION ON DAMAGES. In no event shall Seller be responsible for consequential, punitive, exemplary, or other damages, including attorney fees or other costs of litigation. This provision shall apply even if consequential or other damages were known to Seller at the time the Purchase Order was entered. Without limiting the foregoing provision, in no event shall Seller be liable for any damages, whether arising from contract, tort, statute, law or equity, for any damages in excess of Seller's gross revenue generated on the prior twelve (12) months of sales with customer. This provision shall be measured from the date customer first provides notice of any such claim.

13. MODIFICATION AND WAIVER. This contract constitutes the entire agreement between Buyer and Seller with respect to the matter set forth in these Seller Terms and Conditions. There are no understandings or representations of any kind except as herein expressly set forth. Any alterations or modifications thereof shall be by mutual agreement of the parties and shall not be binding on Seller or Buyer unless made in writing and agreed to by a duly authorized official of Seller and Buyer. No claim or right arising out of breach of this contract can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is in writing.

14. DISCLAIMER of OTHER TERMS. Acceptance by Seller of the purchase order is expressly conditioned upon acceptance of the terms and conditions included in this acknowledgment. All other terms and conditions proposed by buyer are rejected.

15. Expedited Freight Cost. Under no circumstances shall Seller be liable or responsible for any expedited freight costs, including without limitation air freight expense. Any claim by buyer to reimbursement for such cost is expressly waived regardless of fault or the timing of any delivery.