

# TERMS AND CONDITIONS OF PURCHASE

**1. Acceptance of Terms.** This agreement consists of the following Terms and Conditions as well as the information set forth on the face of this document. By accepting the Harrington's Purchase Order, the Supplier agrees to these Terms. Any additional or conflicting terms proposed by the Supplier are not binding unless expressly agreed to in writing by Harrington. Any additional or conflicting terms proposed by the Supplier, whether by acknowledgment or otherwise, are expressly rejected and shall have no force or effect unless specifically agreed to in writing by an authorized representative of Harrington.

**2. Terms of Payment.** The price for the goods shall be as stated in the Purchase Order and cannot be changed without the prior written consent of Harrington. Payment will be made in accordance with the payment terms specified in the Purchase Order, or as otherwise agreed between the parties, after receipt of the goods and a valid invoice. Harrington reserves the right to withhold payment if the goods do not conform to the agreed specifications, quality standards, or delivery terms.

**3. Terms of Delivery.** The Supplier is responsible for delivering the goods in accordance with the delivery schedule and to the location specified in the Purchase Order. Time is of the essence for all deliveries, and failure to meet the delivery date may result in cancellation of the Purchase Order, penalties, or other remedies at Harrington's discretion. The risk of loss or damage remains with the Supplier until the goods are received and accepted by Harrington. If the Supplier anticipates or becomes aware of any delays, it must immediately notify Harrington in writing. Harrington reserves the right to cancel the order or seek alternative remedies if the delay impacts its operations.

**4. Inspection and Rejection of Goods.** Upon receipt of the goods, Harrington reserves the right to inspect and test the goods to determine compliance with the Purchase Order. Harrington may reject any goods that are defective, damaged, or do not meet the agreed specifications. Rejected goods shall be returned to the Supplier at the Supplier's expense, and Harrington may, at its sole discretion, require a replacement, a refund, or an adjustment in the purchase price, without prejudice to other legal remedies available. Inspection or acceptance of goods by Harrington shall not relieve the Supplier of its obligations under these Terms and Conditions, nor shall it preclude Harrington from rejecting goods or seeking damages if defects or non-conformities are discovered after receipt.

**5. Warranty.** The Supplier warrants that all goods supplied are new, free from defects in materials and workmanship, and conform to the specifications set out in the Purchase Order. The Supplier further warrants that the goods comply with all applicable laws, environmental, safety, and regulatory standards, including but not limited to hazardous substances and labor laws. The Supplier agrees to repair, replace, or refund any defective goods at its own expense, as directed by Harrington. This warranty shall also cover latent defects, and Harrington reserves the right to make claims for defective goods discovered after the standard inspection period.

**6. Changes to Purchase Order.** Harrington reserves the right to make changes to the specifications, quantities, or delivery schedule of the Purchase Order. Any changes must be communicated in writing, and the Supplier must notify Harrington of any resulting price adjustments. Any such adjustments must be agreed upon in writing by both parties.

**7. Force Majeure.** Harrington shall not be liable for any expense, loss, or damage resulting from delay or prevention of performance caused by fires, floods, pandemics, Acts of God, strikes, labor disputes, labor shortages, lack of or reasonable inability to obtain materials, fuel, supplies, or equipment, riots, thefts, accidents, transportation delays, government-imposed restrictions or any other cause beyond the reasonable control of Harrington.

**8. Limitation of Liability.** Harrington's cumulative maximum liability under this agreement arising from any cause whatsoever, including but not limited to breach of contract, quasi-contract, tort (including negligence), strict liability, any other statutory remedy, breach of warranty, or any other cause or form of action whatsoever shall not exceed the purchase price. In no event shall Harrington be liable for any incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of use, or loss of goodwill, whether arising in contract, tort (including negligence), or otherwise, even if advised of the possibility of such damages.

**9. Indemnification.** Supplier agrees to defend, indemnify, and hold Harrington, its officers, employees, agents, and affiliates harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and costs) arising out of or related to: (a) any defect in the goods provided under the related Purchase Order; (b) any infringement of intellectual property rights by the goods or related services; and (c) any personal injury, property damage, or financial loss caused by Supplier's products or services. Additionally, Supplier shall be required to submit a Certificate of Insurance (COI) to Harrington prior to the commencement of any work or delivery of goods under this Purchase Order. The Supplier agrees to indemnify and hold Harrington harmless from any claims, damages, or liabilities arising from any breach of these Terms, including but not limited to third-party claims, regulatory violations, or intellectual property disputes.

**10. Mediation.** In the event of any dispute, claim, or controversy arising out of or relating to this Purchase Order, including its formation, performance, breach, or termination, the parties agree to the first attempt to resolve the dispute through good-faith negotiations. If such negotiations fail, the parties shall submit the dispute to mediation before a mutually agreed-upon mediator located in the State of California. If the parties are unable to agree upon a mediator within 30 days, either party may request that the mediation be administered by an established mediation service, such as JAMS, in accordance with its mediation procedures. The costs of mediation shall be shared equally by both parties. The mediation shall take place in California. The parties agree to engage in the mediation process in good faith and to use their best efforts to resolve the dispute. The prevailing party in any mediation shall be entitled to recover its reasonable legal fees and costs unless otherwise determined by the mediator.

**11. Arbitration.** If a dispute is not resolved through mediation, it shall be submitted to binding arbitration administered by JAMS, or another mutually agreed-upon arbitration body, in accordance with its Comprehensive Arbitration Rules and Procedures. The arbitration shall take place in California, and the arbitration proceedings shall be conducted in English. The arbitration will be conducted by a single arbitrator, unless the parties agree to a panel of three arbitrators. The arbitrator(s) shall have the authority to award any relief that a court of law in California could award, subject to the limitations of liability and damages agreed upon in this Purchase Order. Each party shall bear its own costs and attorney's fees during arbitration unless the arbitrator determines otherwise in the award. The arbitrator's decision shall be final and binding on the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This

arbitration agreement shall be governed by the Federal Arbitration Act and the laws of the State of California, without regard to its conflicts of law provisions. The prevailing party in any arbitration shall be entitled to recover its reasonable legal fees and costs unless otherwise determined by the arbitrator.

**12. Confidentiality.** The Supplier agrees to treat all information provided by Harrington as confidential and to use such information solely for the purpose of fulfilling the Purchase Order. The Supplier shall not disclose any confidential information to third parties without the prior written consent of Harrington.

**13. Termination.** Harrington reserves the right to terminate the Purchase Order, in whole or in part, at any time for convenience by providing written notice to the Supplier. In the event of such termination, Harrington shall be liable only for goods delivered and accepted prior to the termination date. Harrington may also terminate the Purchase Order for cause if the Supplier fails to meet its obligations under these Terms.

**14. Assignment and Delegation.** No right or interest under this agreement may be assigned by either party without the written consent of the other party. No duty or obligation under this agreement may be delegated by either party without the written consent of the other party. Any assignment or delegation not consented to in writing is void.

**15. Entire Agreement.** The Harrington Terms and Conditions set forth herein and the Harrington Credit Application, if applicable, constitute the entire agreement between the Supplier and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by the Supplier to modify the Harrington Terms and Conditions or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington. Electronic signatures and electronic transactions shall have the same legal effect as handwritten signatures for all purposes related to this agreement.

**16. Severability.** If any part of this agreement is found to be unenforceable, it shall be modified only to the extent necessary to comply with applicable law, while the remaining provisions shall remain in full force and effect.

**17. Governing Law.** These Terms and any Purchase Order issued under them shall be governed by and construed in accordance with the laws of The State of California, without regard to its conflict of laws principles. Any disputes arising under these Terms shall be resolved through good faith negotiations, and if necessary, submitted to arbitration or litigation in the State of California.

**18. Headings.** All headings are organizational devices only. They are not intended by the parties to have any legal import.

**19. Attorney's Fees.** In the event that any action or proceeding is brought to enforce Harrington's rights under or arising from this agreement, Harrington shall be entitled to its actual attorney's fees and court costs, unless the law of the forum state requires that the prevailing party or either party be entitled to attorneys' fees, in which event the Harrington Terms and Conditions are modified to incorporate the forum state's requirements.