

TERMS AND CONDITIONS OF SALE

ACCEPTANCE

All orders and sales contracts are subject to acceptance or rejection by Krayden, Inc. and are not binding unless and until so accepted. Acceptance of an order by Krayden, Inc. constitutes a complete and binding contract governed by the terms and conditions of sale appearing herein and by the laws of the State of Colorado. Acceptance is at all times subject to availability for delivery of the goods covered by each order and to Krayden, Inc. 'Blanket' order pricing is limited to one year from date of acceptance, and in any case, pricing may be revised with 30 days' notice of a manufacturer price increase.

END OF USE

Determination of the suitability of the goods described for the use contemplated by Buyer or Buyer's customers for such goods is the sole responsibility of Buyer or Buyer's customers, whichever the case may be, and Krayden, Inc. shall have no responsibility in connection therewith. Buyer assumes all risk and liability for loss, damage or injury to property of Buyer or others, arising out of the use of possession of the goods furnished hereunder.

WARRANTY

If buyer is purchasing products in their original packaging, the only warranty available to the buyer as to the products shall be any manufacturer's warranty which may apply. Krayden, Inc. makes no independent warranties. Krayden, Inc. does not adopt, guarantee, or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. Buyer assumes all liability with respect to the product, its transport, use, misuse, storage, and disposal. If buyer is purchasing products not manufactured by Krayden, Inc. but repackaged by Krayden, Inc., causing the original manufacturer's seal to be broken, Krayden Inc. warrants only that the products will be free from material defects and workmanship attributable to the repackaging process under normal use and service for the shelf life of the product as described in the



technical data sheet, but no event longer than one year from the date of Krayden, Inc.'s delivery of such product hereunder. Buyer's exclusive remedy and Krayden, Inc.'s sole liability hereunder shall be limited to refund of the purchase price of, or replacement of, all goods shown to be otherwise than as warranted and Krayden, Inc. shall in no case be liable otherwise for incidental or consequential damages provided, nothing contained therein shall limit the Buyer's right to recover consequential damages for injury to his person when the goods purchased are consumer goods. Said refund or replacement is conditional on Buyer giving Krayden, Inc. notice within thirty (30) day period shall constitute a waiver by Buyer of all claims hereunder with respect to said goods. If requested Krayden, Inc., Buyer shall promptly return to warehouse all unconsumed goods alleged by Buyer to be otherwise than as warranted and Krayden, Inc. will pay freight thereon. "THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN EXPRESS OR IMPLIED WARRANTIES AND KRAYDEN, INC. HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT, OF MERCHANTABILITY, OR FITNESS FOR PURPOSE OF THE GOODS SUPPLIED HEREUNDER ALL SAID GOODS BEING SUPPLIED BUYER AS IS."

SPECIFICATIONS

Krayden will provide Manufacturer Test Reports to support specification testing following Manufacturer guidelines. Krayden does no independent testing.

TITLE AND RISK OF LOSS

Title and risks of loss or delay to all goods supplied hereunder shall pass to Buyer upon Krayden, Inc. delivery thereof to carrier at shipping point. In case of damage during shipment, purchaser is responsible to notify the carrier of damage upon delivery. In any case of damaged material, purchaser must retain all packaging in order to pursue a claim.



QUOTATIONS

Unless otherwise specified, quotations are for information only and are not intended as an offer and are subject to change without notice in all respects, including prices, delivery dates, terms, quantities, or specifications. Written quotations are void unless accepted within 60 days from date of issue or sooner if otherwise stated on the quote.

FREIGHT TERMS

Small package service shipments will be made F.O.B. origin, with freight prepaid and added to invoice. The most economical routing will be used at the discretion of Krayden, Inc. Additional transportation costs incurred at Buyer's discretion or resulting from his request will be at Buyer's expense.

If Buyer or its affiliates, agents or representatives engages a freight forwarder or similar service provider, Buyer shall provide Krayden, Inc. with copies of freight forwarder (or similar) records regarding product exports promptly upon request. Buyer shall promptly notify Krayden, Inc. in writing if buyer receives notice of or otherwise has reason to believe that a violation of U.S. export law has occurred.

COMPLIANCE WITH LAWS

If you are purchasing product(s) requiring labeling per California Proposition 65, you must inform Krayden in writing that the product will be consumed in California and request labeling compliant to Proposition 65. Otherwise, Krayden will not assume that the product is intended for retail use in California, and manufacturer labeling will prevail.

PAYMENT TERMS

Payment terms are net 30 from the date of invoice unless otherwise noted on the invoice. There will be a 1 1/2 % late charge per month (18% APR) on past due balances. In the event suit is



necessary to enforce collection, purchaser agrees to pay a reasonable attorney fee and any court costs incurred.

INDEMNIFICATION

Buyer agrees to indemnify and hold harmless Krayden, Inc. and all of their employees, agents, directors, shareholders, attorneys, and successors from and against all losses, expenses, damages and costs, including reasonable attorneys' fees and other costs of litigation resulting from any breach of this Agreement or any covenant, representation, or warranty therein. Krayden and its represented manufacturers prohibit product use for in-body medical devices, unless explicitly approved in writing by Krayden and the product manufacturer. Buyers indemnify Krayden and manufacturer against liabilities from such prohibited uses.

RECORD RETENTION

Krayden, Inc. will retain records for 10 years from the date of sale.

RETURNS

Cancellation - All orders are considered non-cancellable, non-returnable upon issuance of a PO, unless otherwise approved by Krayden.

Temperature controlled items are not returnable. Shelf life items may be returnable with a restock fee if Krayden determines that the product still has sale value.

FLOWDOWN

In order to stock material and keep lead times short, Krayden purchases material from manufacturers in advance of many customer purchases. It is therefore our policy to review customer flowdown requirements against our contracts and purchase orders for compliance. Unless specifically notified, in writing, that absolute flowdown is required, all orders will be



processed with this review. Requirements for absolute flowdown will require full factory minimums and full factory lead time.

ENTIRE AGREEMENT

The above terms and conditions represent the entire agreement between Krayden, Inc. and Buyer with respect to the sale of goods supplied hereunder and said agreement cannot be modified except by a new written contract signed by Krayden, Inc.

Revision Record

Revision Date	Approved By	Description of Change
2/14/2024	John King	Added a prohibition to the indemnification section.