

STANDARD TERMS AND CONDITIONS

1. Purchase and Sale. These Standard Terms and Conditions and the attached Quotation which is hereby incorporated by reference (together, the "Agreement") set forth the exclusive and complete terms and conditions in accordance with which CODI Manufacturing, Inc. ("CODI") agrees to sell, and Purchaser (as that term is defined in the Quotation) agrees to the purchase the products, options, and accessories set forth in the Quotation (the "Products"). This Agreement shall constitute the entire agreement between CODI and Purchaser with respect to the Products and shall supersede all prior and contemporaneous agreements, purchase orders, quotations, proposals, negotiations or otherwise, whether written or oral, of the parties with respect thereto. Purchaser's subsequent sales acknowledgment hereof or any other unilateral action of Purchaser shall not in any way alter or modify any of the terms, pricing or conditions specified herein. Any such alterations and modifications shall occur, if at all, only in a separate instrument signed by both CODI and Purchaser. All sales by CODI are expressly conditioned upon Purchaser's acceptance of these terms and conditions.

2. Pricing and Payment Terms. The total price to be paid by Purchaser for the Products (the "Price") is set forth on the attached Quotation Purchaser shall pay fifty-percent (50%) of the Price (the "Down Payment") upon execution of this Agreement and CODI's receipt of a purchase order and the remaining fifty-percent (50%) of the Price shall be paid by Purchaser upon receipt of an invoice from CODI and prior to shipment of the Products. Any amounts not paid when due shall accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, until paid in full. Depending on the timing for start of production, the Price may be subject to reasonable increases up to the start of fabrication based on market changes in the cost of goods and raw materials, as determine by CODI in its reasonable discretion.

3. Taxes. The Price excludes sales, use, excise, value added and all similar taxes ("Taxes"). Purchaser agrees to report and pay to the appropriate taxing authority all Taxes (including penalty and interest, if any) assessed against the manufacture and/or sale of the Products. If any Taxes relating to the manufacture and/or sale of the Products are assessed against CODI, Purchaser agrees to pay same, or if CODI has already paid such amounts to reimburse CODI therefor upon request.

4. Shipment; Delivery; Acceptance. All sales in the contiguous United States are made F.O.B. point of shipment, with freight prepaid by Purchaser or freight collect to destination. For International shipments terms of shipment will be Ex-Works and customer will be responsible for arranging freight from CODI's facility. Title and risk of loss shall pass to Purchaser upon delivery to the carrier at the point of shipment. Purchaser shall be responsible for unloading and storage of the Products upon delivery and all costs of same. Shipping dates given in advance of actual shipments are only estimates by CODI of the time between (a) receipt of an instruction to begin manufacture, of all necessary information, and Down Payment; and (b) delivery of the products to a shipping carrier. Under no circumstances shall CODI be liable for any delay in delivery, installation, commissioning, or training. Purchaser is deemed to have accepted products in good condition unless Purchaser notifies CODI in writing within three (3) days of receipt that Products, or any portion thereof, are defective or incomplete.

5. Submittals; Shop Drawings. CODI shall be entitled to rely on the accuracy of all information, designs, specifications, testing, monitoring, inspections and permits furnished by Purchaser or Purchaser's other contractors. CODI makes no representation or warranty as to the accuracy, completeness, or suitability of any plans, submittals, shop drawings, specifications or design documents provided by Purchaser and shall not be responsible for any deficiencies in any such documents or the Products completed in accordance with any such plans, submittals, shop drawings, specifications or design documents provided by Purchaser. Except as expressly provided for in the Quotation, CODI shall not be responsible for providing any design, engineering, drawings, or plans relating to the Products.

6. Access; Operational Requirements. Purchaser is responsible for ensuring its building structure, foundations, approach and any other necessary conditions are suitable for the transport, receipt, installation, operation and maintenance of the Products. Purchase shall be responsible for providing all necessary services, such as electricity, water, clean and dry air supply, required for the installation and operation of the Products. All necessary services shall be safe for use and in the location where the Products are to be installed.

7. Security Interest. Purchaser hereby grants to CODI a security interest in the Products securing: (i) timely payment in full of the Price and all Taxes; (ii) any cost of installation, commissioning, and training; and (iii) the timely performance of all other obligations of Purchaser under this Agreement and any separate agreements with CODI. Upon the breach by Purchaser of any term of this Agreement, CODI shall then have the rights, options, duties and remedies of a secured party under, and Purchaser shall have the rights and duties of a debtor under, the Uniform Commercial Code of Colorado, including without limitation the right to disable the Products and render them unusable, and the right in secured party to enter any premises where the Products may be found without legal process and take possession of the Products. CODI

shall have the right and power to sell, at one or more sales, as an entirety or in parcels, in public or private sales as they elect, the Products, or any part thereof, at such place or places and otherwise in such manner and upon such notice as CODI may deem appropriate, in its sole discretion, and to make conveyance to the purchaser or purchasers. CODI shall be entitled to file any necessary financing statements or take any other action necessary to perfect the security interest granted herein.

8. Reasonable Assurances. If CODI at any time become reasonably concerned about Purchaser's financial or other ability and intent to fully or timely perform any or all of its obligations, CODI may require full or partial payment of the Price and demand reasonable assurances of due performance. Unless and until CODI receives such assurances, it may suspend further performance until such payment or assurances have been received.

9. Limited Warranty; Exclusive Remedy. CODI makes no warranty as to component parts of the Products manufactured by others and any such parts are covered by their respective manufacturer's warranties, if any. CODI shall use reasonable efforts to cooperate with Purchaser in connection with submitting any such warranty claims to any third-party manufacturers. As to any portions of the Products manufactured by CODI, CODI warrants that those portions of the Products shall be free from defects in design or workmanship and shall conform to the specifications set forth in the Quotation for a period of: (i) twelve (12) months after shipment by CODI; or (ii) the production of one million (1,000,000) cans, whichever is sooner. To make a warranty claim, Purchaser must notify CODI in writing within thirty (30) days of discovering the warranty issue. Once CODI receives notice of a warranty claim, a CODI representative will contact Purchaser within thirty (30) days to coordinate an inspection and testing of the Products. Purchaser agrees to allow CODI reasonable access to its facility and the Products to allow for such inspection and testing. If a warranty claim is determined by CODI to be the result of defective design or workmanship or that such Products fail to conform to the specification set forth in the Quotation, CODI may elect, in its sole subjective discretion to: (i) require Purchaser to return the defective Products or components at CODI's sole expense and CODI shall refund the portion of the Price paid for such Product or components upon receipt of the same; or (ii) repair or replace the defective Product or components, at CODI's sole expense. International Purchasers shall be responsible for any travel and lodging costs incurred by CODI in serving the warranty outside of the United States. REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCTS OR COMPONENTS IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. THIS LIMITED WARRANTY SHALL BE IMMEDIATELY VOID IF PURCHASER OR OTHERS FAIL TO OPERATE OR INSTALL THE PRODUCTS IN ACCORDANCE WITH CODI'S OPERATING AND INSTALLATION INSTRUCTIONS, OR IF PURCHASER OTHERWISE MODIFIES OR MISUSES THE PRODUCTS.

10. No Representations or Warranties. EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CODI MAKES NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE PRODUCTS EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO STATEMENT, ADVICE, INFORMATION, OR ACTION FROM CODI, INCLUDING ANY OF ITS EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES, OR AGENTS, OR ANY OTHER SOURCE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation on Damages. IN NO EVENT SHALL CODI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, TREBLE (OR DAMAGES BASED UPON ANY OTHER MULTIPLIER), SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS, OR THIS AGREEMENT. PURCHASER HEREBY WAIVES, RELEASES, AND COVENANTS NOT TO ASSERT ANY RIGHT OR CLAIM TO CONSEQUENTIAL, INCIDENTAL, TREBLE (OR OTHER MULTIPLIER), OR PUNITIVE DAMAGES. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL PURCHASER'S DAMAGES EVER EXCEED THE TOTAL AMOUNT PAID BY PURCHASER TO CODI PURSUANT TO THIS AGREEMENT FOR THE PRODUCTS OR COMPONENTS ALLEGED TO BE NONCONFORMING, DEFECTIVE OR TO HAVE OTHERWISE CAUSED PURCHASER'S DAMAGES. THIS WAIVER OF AND LIMITATION ON CERTAIN DAMAGES INCLUDES, WITHOUT LIMITATION, THE WAIVER AND LIMITATION BY PURCHASER OF ANY CLAIMS FOR EMOTIONAL DISTRESS, PAIN AND SUFFERING, LOSS OF USE, LOSS OF VALUE, LOST PRODUCTION, CLAIMS BY PURCHASER'S CUSTOMERS, INCREASED EXPENSES, REDUCED EFFICIENCY, LOSS OF OPPORTUNITY, LOSS OF INCREASE IN VALUE, REPUTATIONAL HARM OR THE TIME VALUE OF MONEY. ANY AND ALL LEGAL ACTIONS OR CLAIMS BY PURCHASER AGAINST CODI SHALL BE BARRED UNLESS WRITTEN NOTICE THEREOF IS RECEIVED BY CODI WITHIN 365 DAYS OF THE DATE OF THE SHIPMENT OF THE PRODUCTS.

11. Termination. CODI may terminate this Agreement by written (including electronic) notice to Purchaser, without liability, in the event that: (a) Purchaser ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Purchaser; (b) Purchaser repudiates, or threatens to repudiate, any of its obligations hereunder; (c) if Purchaser is in breach of, or threatens to breach, any representation, warranty, or covenant of Purchaser under this Agreement or fails, or threatens to fail, to timely deliver or make any payments due hereunder in accordance with this Agreement; or (d) Purchaser cancels or attempts to modify all or any portion of the Products set forth in the Quotation. Upon any such termination, Purchaser shall remain liable to CODI for the total of: (i) CODI's overhead and anticipated profit, as determined by CODI in its sole discretion; plus (ii) any parts, materials, and expenses incurred by CODI in its performance under this Agreement or the manufacture of the Products. CODI shall be entitled to retain any portion of Purchaser's deposit or other amounts paid under this Agreement to compensate it for such losses and shall have no further obligation to manufacture or ship any portion of the Products not yet delivered which shall remain the sole property of CODI.

12. Non-Infringement; Reverse Engineering. By shipping (or releasing possession of) the Products to or on behalf of Purchaser, CODI agrees to indemnify, defend, and hold harmless Purchaser and its affiliates against all claims, demands, damages, costs, or expenses (including attorneys' fees) arising out of any actual or alleged infringements of any patent, trademark, copyright, trade secret or other intellectual property right covering such Products or the intended use thereof. Purchaser shall not reverse engineer or assist any other person with reverse engineering the Products or any component part thereof and shall notify CODI in the event that Purchaser is aware of any person having or attempting to reverse engineer any CODI product, including the Products.

13. No Waiver; Amendments; No Assignment. CODI's failure to enforce any or all of its rights or remedies upon learning of any default or violation of any of this Agreement by Purchaser shall not be construed as a waiver of any of CODI's rights or remedies, or of the default or violation. No party shall make changes to this Agreement absent a written agreement signed by both CODI and Purchaser, which written agreement shall detail all changes, including any changes to the cost of, or time required for, performance hereunder. Any attempt by Purchaser to assign its rights under this Agreement or in and to the Products without the prior written consent of CODI shall be void.

14. Export and Import Laws. If applicable, Purchaser is responsible for ensuring compliance with any applicable U.S. export laws and regulations and any other nations' import laws and regulation. CODI shall have no responsibility for compliance with the same and Purchaser shall indemnify and hold harmless CODI and its affiliates against all claims, demands, damages, costs, or expenses (including attorneys' fees) arising out of any actual or alleged violation of any applicable export or import laws.

15. Force Majeure. In the event CODI is unable to perform any of its obligations under this Agreement on or before the date scheduled for such performance because of delays from causes beyond the reasonable control of CODI, such as, but not limited to, acts of God, strikes, epidemics, pandemics, work stoppages, unavailability of or delay in receiving labor or materials, supply chain problems, shipping delays, defaults by subcontractors, inability to obtain necessary governmental permits or approvals, weather conditions, or fire or other casualty (each, a "Force Majeure Event"), then the date when such completion is required, including but not limited to any estimated shipping dates set forth in the Quotation, will be extended for a period or periods of time equal to the length of each Force Majeure Event.

16. Indemnification. To the fullest extent permitted by law, Purchaser shall indemnify, protect and defend CODI, including its affiliates and subsidiaries, and all of their owners, members, representatives, agents, contractors, and employees (the "Indemnitee(s)") from and against all liabilities, demands, claims, actions, causes of action, assessments, losses, fines, penalties, costs, damages, and expenses, including reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of: (i) any claim made against CODI by a third-party, arising out of, relating to, or resulting from Purchaser's use of the Products; or (ii) any breach or default by Purchaser of its representations, warranties, covenants, duties and other obligations under this Agreement. Provided, however, that Purchaser shall have no indemnification obligation under this Section 16 if the Losses are finally determined by a Court to be solely caused by the gross negligence or willful misconduct of CODI or an Indemnitee. This provision shall survive the termination of this Agreement.

17. Notice; Counterparts. Any notice given hereunder shall be in writing and shall be deemed effective upon the earlier of personal delivery (including personal delivery by facsimile) or the third day after mailing by certified or registered mail, postage prepaid, at the addresses set forth in the Quotation. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this Agreement by facsimile or e-mailed .pdf

files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

18. Governing Law; Severability; Survival. This Agreement and the purchase and sale of the Products shall be governed solely by the local, domestic laws of the State of Colorado, without giving effect to its conflict of laws principles. Any portion of this Agreement that is found by competent judicial authority to be invalid, illegal or unenforceable in any respect shall be deemed severed without affecting the validity and legality of the rest of this Agreement. All obligations and duties herein that by their terms survive the expiration or termination of this Agreement shall remain in effect beyond any such expiration or termination.

19. Jurisdiction; Venue; Forum. CODI and Purchaser hereby irrevocably consent and agree that the any legal action or proceeding arising out of or relating to this Agreement or the Products shall be brought exclusively in the state court of applicable jurisdiction located in Jefferson County, Colorado. Both CODI and Purchaser hereby irrevocably (i) accept the exclusive jurisdiction of the aforesaid courts, (ii) agree to be bound by any final judgment (after any appeal) of any such court and (iii) waive, to the fullest extent permitted by law, (A) any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding brought in any such court, (B) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. In any legal action or proceeding arising out of or relating to this Agreement or the Products, the prevailing party shall be entitled to recover tis reasonable attorneys' fees and costs. CODI AND PURCHASER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCTS.