

STANDARD TERMS & CONDITIONS POLICY

Sales Contract

1. Sale of any equipment, parts, or services described or referred to in any quotation, proposal, bid or similar communication at the quoted prices is expressly condition upon the terms and conditions set forth below. Any order for or any statement of intent to purchase any such equipment, parts, or service, or any direction to proceed with engineering, procurement, manufacture or shipment, shall constitute assent to said terms and conditions and a representation that the Customer is solvent. Any additional or different terms or conditions set forth in any such communication from the Customer are hereby objected to by BriskHeat and shall not be effective or binding unless assented to in writing by authorized representative of BriskHeat.

Terms

2. Customer will be invoiced for the full purchase price of equipment, parts, and services upon delivery of same. All cable shipments within $\pm 10\%$ will be considered complete.

3. Unless otherwise specifically agreed to in a writing signed by BriskHeat, full payment is due immediately from date of invoice.

4. BriskHeat reserves the right to invoice for partial shipments unless specifically stated that no partials are allowed by the Customer.

5. BriskHeat reserves the right to assess a monthly service charge of one and one-half percent ($1\frac{1}{2}\%$) of the amount of any past due invoice.

Prices

6. Prices quoted will remain in effect 60 days from date of quotation unless otherwise specifically provided.

7. Upon receipt of invoices and in accordance with the terms set forth in paragraph 3, Customer will pay BriskHeat, in addition to the purchase price, amounts equal to any and all freight charges, pallet charges, and any and all taxes, however designated, including state and local privilege, excise, sales and franchise taxes.

8. Unless specifically stated, the prices quoted by BriskHeat shall not include delivery charges.

Delivery

9. All shipping dates are subject to confirmation at the time the Customer's purchase order is received by BriskHeat and will be based on BriskHeat's shipping commitments at that time.

Time for Dispatch of Goods

10. Shipping dates are quoted in good faith. If, after receipt of the Customer's purchase order, BriskHeat shall have quoted a time which goods will be dispatched or work completed, that time shall begin to run from the date upon which BriskHeat receives all information, drawings or other material which, in its opinion, are necessary to enable it to proceed with the work. All such quoted times, shall be extended by as long as BriskHeat considers reasonably necessary if any delay in dispatching the goods or completing the work shall be due, in whole or in part, to instructions or lack of instructions from the Customer; non-delivery of material by other parties; or fire, strike, civil or military authority, war, hostilities, governmental action, foreign or domestic embargoes, seizure, act of God, insurrection, failure of suppliers to make delivery as scheduled, or any other causes whatsoever beyond the reasonable control of BriskHeat, whether affecting transportation or production of said equipment, parts or services, or any one or more components used in or connected with production of equipment, parts, or service. BriskHeat shall not be liable for any loss or damage due to any such delay in or failure to make delivery.

11. In the event that Customer in writing requests a delay in the shipping date or requests in writing deferred delivery after BriskHeat has placed Customer's order with BriskHeat's suppliers, BriskHeat shall, upon completion of such equipment, place it in storage for a reasonable length of time. After storage for a period of three (3) months, Customer's order will be shipped. In such event, the storage date shall be deemed to be the date of delivery. In the event of delayed shipping date or deferred delivery, BriskHeat reserves the right to revise the prices charged the Customer as BriskHeat, in its sole discretion, deems reasonable necessary. Orders may not be canceled except upon BriskHeat's written approval which shall be subject to the Purchaser's payment of BriskHeat's reasonable cancellation charges. Such charges shall include all reasonable costs incurred by BriskHeat

in preparing to meet the Purchaser's anticipated delivery schedule. These include, without limitation, commitments by BriskHeat to its suppliers, and the cost of inventory (raw materials, work in progress, and finished goods) allocated to the Purchaser's order together with a reasonable allowance for prorated expenses and anticipated profits.

12. Unless otherwise specified, all transportation charges will be prepaid by BriskHeat and billed to the Customer. Shipment will normally be made via the most economical means and routing consistent with the handling requirements for the type of equipment involved. BriskHeat reserves the right to select the means of transportation and the routing.

Warranty

13. Warranty. The BriskHeat Corporation (hereinafter referred as ("BriskHeat")) warrants to the original purchaser for the period of eighteen (18) months from date of shipment or twelve (12) months from date of installation, whichever comes first, that the products manufactured by BriskHeat: (A) conform to the description and specifications as set forth in BriskHeat's current catalogue or in the quotation and drawings submitted by BriskHeat: and (B) are free from defects in materials and workmanship under prescribed use and service. Remedy. BriskHeat's obligation and the exclusive remedy under this warranty shall be limited to the repair or replacement, at BriskHeat's option, of any parts of the product which may prove defective under prescribed use and service within eighteen (18) months from date of shipment or twelve (12) months from date of installation, whichever comes first, and which, following BriskHeat's examination, is determined by BriskHeats to be defective under conditions described herein: provided, BriskHeat has, at its option, a representative of BriskHeat present at start-up. BriskHeat shall not be liable for any incidental, consequential or special damages arising from any breach of warranty, breach of contract, negligence, or any other legal theory, including but not limited to, loss of use of parts or equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, overhead, downtime costs, or claims of customer of purchaser for such damages. This remedy does not include labor costs for installation or removal of the equipment or parts covered by this warranty, and BriskHeat shall not be responsible for such labor costs. Limitation. This warranty shall not apply to any product or part thereof which has been subject to accident, negligence, alteration, damage during shipment, improper service, abuse, or misuse, including but not limited to use beyond rated capacity. BriskHeat makes no warranty whatsoever with respect to accessories or parts not

supplied or manufactured by BriskHeat. BriskHeat's obligation under this warranty shall be conditioned upon BriskHeat's receiving written notice of any defect within fifteen (15) days after its discovery, and, at BriskHeat's option, return of such equipment or parts prepaid to its factory at 4800 Hilton Corporate Drive, Columbus, Ohio 43232. Disclaimer. BRISKHEAT MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS IS EXPRESSLY SET FORTH ABOVE. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF BRISKHEAT HAS ANY AUTHORITY TO BIND BRISKHEAT TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY COVERING THE SALE OF ANY PRODUCT, AND UNLESS SUCH AFFIRMATION, REPRESENTATION OR WARRANTY MADE BY AN AGENT, EMPLOYEE OR REPRESENTATIVE IS SPECIFICALLY ENDORSED IN WRITING BY BRISKHEAT, IT SHALL NOT BE ENFORCEABLE BY ANY BUYER. BRISKHEAT MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND NO EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, EXCEPT AS IS EXPRESSLY SET FORTH ABOVE. BRISKHEAT SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES. This warranty allocates risk between the purchaser and BriskHeat as authorized by the Uniform Commercial Code and other applicable law.

Extended Warranties – Mulberry

BriskHeat has partnered with Mulberry to offer plans which enable customers to extend the lifetime of their products & protect against accidental damage. The Mulberry offer is available to U.S. customers only, who purchase eligible products on site at www.BriskHeat.com.

Purchasing & Onboarding

Where can customers purchase the Protection Plan?

Customers can add the Protection Plan to their cart, along with the product(s) they would like covered.

What happens after a customer purchases the Protection Plan?

Once a customer has purchased the Protection Plan, they will receive a welcome email from Mulberry which includes the details of their protection plan. In addition, they will also receive an activation link, which enables them to create login credentials to access their dedicated customer account. From the customer account, customers can update their personal information, review coverage details, file claims, and transfer their plan.

How long does the activation link stay active?

The link stays active for one (1) month from the time of purchase, after which, it expires. If a customer clicks on the activation link after expiration, they will automatically receive a new activation link via email.

Does a customer need to do anything to register their warranty?

There is no separate registration or warranty activation required for the plan to begin. The Protection Plan automatically begins the date of delivery

What happens if a customer provides incorrect contact information when they make their purchase (e.g., email, phone number, address)?

Customers can edit their phone numbers and addresses directly, via their Mulberry customer account.

For incorrect email addresses, customers will need to contact Mulberry directly.

Pricing**How much does the Protection Plan?**

Pricing varies depending on the product purchased.

Coverage Terms**When does coverage begin?**

Coverage begins the date of delivery. It does not include defects in materials and workmanship until the manufacturer's warranty expires. If a customer contacts BriskHeat directly to begin the claims process and BriskHeat determines there is no relevant manufacturer's warranty available, they will be directed to Mulberry.

Is shipping and handling included?

Yes, Mulberry covers all shipping (and repair) costs associated with the resolution of an approved claim.

Claims Process**How does a customer file a claim?**

Customers can file claims online via getmulberry.com by uploading the following information regarding their claim, once logged in to their dashboard:

- Incident date

- Photos of the damage
- Incident description

What happens after a customer's claim is approved?

- If Mulberry has determined that the damage requires repair, they (Mulberry) will work with the customer to coordinate repair or will mail the customer a repair or cleaning kit. Mulberry will repair the product up to the original retail price of the product, minus any prior claims costs already incurred.
 - *If a repair technician determines the damage is unable to be repaired, Mulberry will replace the customer's product or will initiate a cash settlement.*
- If Mulberry has determined that the damage requires replacement, we will replace the product or will offer the customer a cash settlement (minus any claims costs already incurred).
 - *Mulberry will cover any shipping costs associated with product replacement.*

Is there a limit to how many times a customer can file a claim?

The limit on coverage is up to the original retail price of the product or up to one replacement (or cash settlement) of the product.

Returning Of Product

14. Authorization and shipping instructions for the return of any product must be obtained by the Purchaser from BriskHeat before returning the product. Product must be returned with complete identification in accordance with our return goods authorization instructions or it will be refused and returned at Purchaser's expense. If a Purchaser requests authorization to return product for reasons of his/her own, a restocking charge will apply. No returned goods will be restocked for credit if not a stock item.

Cancellation

15. Following BriskHeat's receipt of the Customer's purchase order, such order may not be cancelled without the written consent of BriskHeat. BriskHeat shall have the absolute right to cancel and refuse to complete the order: (1) if, at any time, all terms and conditions governing this order are not strictly complied with by the Customer. (2) if, the Customer shall make or offer to make any arrangement or composition with creditors or commit any

act of bankruptcy, or if, being a limited company, the Customer shall go into liquidation, whether compulsory or voluntary, not being a voluntary liquidation for the purpose of amalgamation or reconstruction, or suffer the appointment of a receiver if its undertaking, property or assets of any part thereof, (3) if, at any time, the Customer becomes bankrupt, or insolvent, or, if legal process shall be levied upon any of Customer's property, or, (4) if the Customer fails to post security within twenty-one (21) days after BriskHeat has requested same based on a good faith-doubt of the Customer's ability to make prompt payment. In the event of such a cancellation, and without prejudice to BriskHeat's other remedies, BriskHeat shall have the right to indemnification for any or all cost incurred to the date of cancellation in performing the order (including the cost of any engineering studies and/or special patterns) and for the loss of profit resulting from such cancellation. BriskHeat shall have the right, at its option, to waive its rights to indemnification with regard to any item scheduled for completion within sixty (60) days following the date of cancellation and to complete such items and request full payment for same. BriskHeat shall have no responsibility or liability to the Customer except for the return of any excess of the Customer's partial payments on the order less the foregoing costs and loss of profit.

Substitutes and Modification

16. BriskHeat may modify or substitute goods provided the modified or substituted goods comply with applicable specifications. Inspection and Acceptance.

17. The goods covered by this contract shall be deemed finally inspected and accepted within two (2) weeks from the date of shipment unless written notice of rejection or any claim is delivered to BriskHeat within that period. Acceptance as aforesaid shall constitute acknowledgment of full performance by BriskHeat of all its obligations hereunder except as further stated under the paragraph entitled "Warranties," "Remedies" and "Damages".

Contract

18. In accordance with paragraph 1 above, these Standard terms and Conditions are intended by the parties as a final expression of their agreement and as complete and exclusive statement of the terms of any agreement. No agent, employee, or representative of BriskHeat has any authority to bind BriskHeat to any affirmation representation or warranty concerning the product sold other than as stated in these Standard Terms and Conditions.

19. Any agreement between BriskHeat and Customer can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

20. Remedies of Customer provided herein are the exclusive and sole remedies of Customer.

Correction of Errors

21. BriskHeat reserves the right to correct any obvious errors in specifications or prices.