



TERMS AND CONDITIONS OF SALE

(EFFECTIVE: February 15, 2024)

TERMS

These Terms and Conditions of Sale (“Terms”), which are subject to change from time to time at Mirka USA Inc.’s (“Mirka”) sole discretion, constitute the entire agreement between Mirka and any party purchasing any product(s) (“Buyer”) from Mirka in any capacity, whether as a distributor or a non-distributor, and supersede all prior or contemporaneous agreements, both written and oral. Buyer agrees to be bound by the Terms, which shall apply in lieu of any terms or provisions in Buyer’s forms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend the Terms. By placing an order to purchase any product(s) from Mirka, the Terms may not be amended, revised, added to, or otherwise changed without Mirka’s prior written approval.

Notwithstanding any provision in any agreement between Mirka and Buyer to the contrary, in the event of any conflict or inconsistency between the Terms and any such agreement, the Terms shall prevail and control unless the other provision references the section number of these Terms that the parties intend to vary and is initialed by Mirka.

Buyer’s purchases are also subject to Mirka’s Warranty Policy (including its provisions regarding Warranty, Terms and Conditions, Disclaimer, Limitation on Liability and Submitting a Warranty Claim, on its website, www.mirka-usa.com), Price Lists, and Credit Applications that Mirka requires Buyer to submit.

Each of the foregoing (referred to herein as the “Supplements”) is subject to change at Mirka’s sole discretion, with or without notice. Buyer, by placing an order to purchase Mirka products, acknowledges Buyer’s review of and its agreement regularly to review the Supplements as provided by Mirka on its website or distributed separately.

TERMINATION

Mirka reserves the right to terminate its relationship and any agreement with Buyer at any time by providing Buyer with 30 days prior written notice. Mirka may terminate, effective immediately, its relationship with Buyer upon the happening of any of the following: (i) breach by Buyer of the Terms or Supplements; (ii) insolvency of Buyer, Buyer being adjudged bankrupt, or Buyer making an assignment for the benefit of creditors; (iii) failure of Buyer to give adequate time and/or its best efforts in connection with the promotion and sales growth of products, as determined in Mirka’s sole discretion; or (iv) an event occurs as a result of the act or failure to act of Buyer that in Mirka’s sole discretion would place the quality, integrity, reputation or reliability of Mirka (or of Mirka’s products) in question.

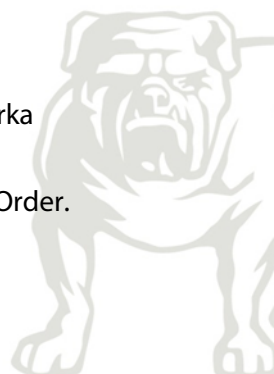
ORDERING AND DELIVERY

ORDERS BY FAX: Buyer can place Orders toll free 24 hours a day, 7 days a week. Mirka’s toll free fax number is (800) 626-6970.

ORDERS BY E-MAIL: Buyer can e-mail Orders to custserv.us@mirka.com

ORDERS BY EDI (Electronic Data Interchange): Buyer with an established EDI connection with Mirka can order by EDI.

ACCEPTANCE OF ORDERS: Orders shall be deemed accepted by Mirka when Mirka confirms the Order.



TERMS OF SHIPMENT: F.O.B. Mirka, Plainfield, Indiana. Title and risk of loss passes to Buyer upon delivery. Buyer hereby grants to Mirka a purchase money security interest in and to all right, title, and interest of Buyer in the products delivered, as well as all proceeds thereof, until paid in full.

DROP SHIPMENTS: Mirka does not routinely accommodate requests for drop shipments. However, in emergencies or special circumstances, drop shipments may be made with Mirka's prior written approval. A surcharge of 10% will be added to the drop ship invoice.

DELIVERY: All Orders are subject to availability and Mirka's then-current lead times. Buyer shall be responsible for all unloading costs, equipment, and labor. Mirka may, in its sole discretion, make partial shipments; each shipment constitutes a separate sale. Buyer shall pay for all products shipped whether such shipment is in whole or partial fulfillment of Buyer's Order.

BACKORDERS: Backorders are shipped prepaid FedEx ground or common carrier. Backorders will be held open until product is available for shipment unless Mirka is instructed otherwise in writing by Buyer.

MINIMUM ORDER REQUIREMENT: \$250 net. Mirka will not process orders of less than \$250.

FORCE MAJEURE: The acquisition, production, and delivery of products by Mirka are subject to events of "Force Majeure." For purposes of the Terms, Force Majeure includes, but is not limited to, labor disputes, strikes, threats of strikes, acts of God, insurrection, acts of terrorism or other violence, any law, order, or requirement of any government agency or authority, factory shutdowns, embargoes, war, riots, delays in transportation, calamities, the acts or omissions of Buyer or its agents, any event beyond the reasonable control of Mirka and any other event deemed to constitute Force Majeure by any then-existing applicable law. Any delays resulting from Force Majeure will extend the delivery dates for the products ordered by Buyer without liability to Mirka. Any failure to deliver products resulting from Force Majeure will be without liability to Mirka.

LITERATURE: Mirka will ship literature, if available, in reasonable quantities upon request with any order.

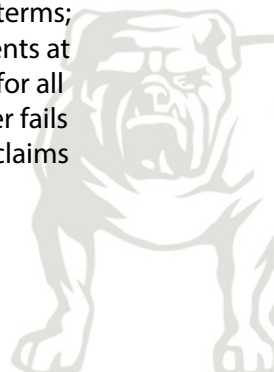
PRICING

PRICES: Orders placed for immediate shipment will be billed at the prices in effect on the date of acceptance of the Order. Orders specifying future dated shipments will be billed at the prices in effect on the shipment date. **PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

FREIGHT CHARGES: Freight will be prepaid on Orders totaling \$1250.00 net or more to a single shipping destination within the continental United States. Orders under \$1250.00 net will be shipped by Mirka's ground or LTL carrier, plus freight. Expedited transportation services are available at additional charge. Mirka reserves the right to select the freight carrier.

BILLING PERIOD: Orders are invoiced on the date of shipment.

TERMS OF PAYMENT: 2% 15 days if cash; net 45 days. The availability of cash discounts is expressly conditioned on Mirka's receipt of payment within 15 days. If Buyer pays by credit card, there is no cash discount. Mirka reserves the right, at its sole discretion, to: (a) withdraw or change the payment terms; and (b) require Buyer to prepay for any goods ordered. Buyer shall pay interest on all late payments at 1.5% per month or the highest rate permissible under applicable law and shall reimburse Mirka for all costs incurred in collecting late payments. Mirka reserves the right to suspend shipments if Buyer fails to pay any invoice when due. Buyer shall not have any right to withhold payment or set off any claims against any amounts due Mirka.



ORDER AND PRICING DISCREPANCIES: Buyer must report any order discrepancy to Customer Service within 30 days from receipt of Order and any pricing discrepancy within 30 days from receipt of invoice. Mirka's Customer Service phone number is 800-843-3904. Any claims not made within such time periods are deemed waived.

PLEASE SEND ALL CHECK PAYMENTS TO: Mirka USA Inc., PO BOX 775779, Chicago, IL 60677-5779. Buyer will be charged \$40 for any returned check.

RETURNS

Returns are limited to a maximum of 5% of the cumulative price of all goods purchased within the last 12 months.

- Mirka requires a material inspection by its representative prior to Buyer requesting a return goods authorization ("RGA").
- After such inspection, Buyer should ask a Mirka sales or customer service representative to issue an RGA. The RGA must accompany any return.
- Either the original purchase order or invoice number and date of original purchase must be given to Mirka when requesting a return. If documentation is not provided, the lowest price in the past 12 months will be used.
- Sign the RGA and attach original to the outside of shipment.
- Ship "Freight Prepaid" unless otherwise directed by Mirka.

UNDAMAGED MERCHANDISE:

- After 90 days from date of purchase, undamaged items returned in accordance with the Terms are subject to a 20% restocking charge.
- All returned items must be in salable condition. Mirka reserves the right to determine salability. Products received in unsalable condition, at Mirka's sole determination, will be destroyed and no credit issued.
- Mirka will not return to Buyer any non-authorized returns or products delivered by Buyer to Mirka.
- Mirka will not issue any credit for such returns or products.
- Mirka cannot accept returns on discontinued, custom, or non-stock products.

DAMAGED OR NON-CONFORMING MERCHANDISE: In the event Buyer receives damaged merchandise or merchandise not conforming to the Order, Buyer must notify Mirka within 14 days from the date of invoice, and take the following steps:

- Note the damage on the carrier's bill of lading or delivery receipt, have the driver sign the receipt, and contact Mirka's office with specific details.
- Please note on carrier's bill of lading if exterior skid shrink wrap and/or tape is not intact upon receipt.
- Retain the original shipping carton(s), packing and contents.
- Mirka and/or Mirka's carrier reserves the right to inspect a damaged shipment on the recipient's premises or have it retrieved for inspection.

Mirka will, in its sole discretion and at its own cost and expense, replace or refund the purchase price paid for (a) any merchandise damaged in transit if Mirka paid the freight charge, (b) any merchandise damaged by Mirka, and/or (c) any non-conforming merchandise. Buyer agrees that such remedies are Buyer's exclusive remedies for damaged or non-conforming merchandise.



LOST MERCHANDISE: If Mirka paid the freight charge, then merchandise lost in transit will be replaced by Mirka.

DISTRIBUTORS

Any Buyer that is a distributor for Mirka will be considered a non-exclusive distributor and Mirka shall have the right to sell all goods in any manner including directly to end-users or through other distributors. Any such distributor agrees to: (a) use its best efforts to aggressively support and promote the sale of the goods; (b) conduct clinics, product demonstrations, trade shows and training seminars on a regular basis; (c) coordinate Mirka promotional endeavors and exert reasonable efforts to assure the success of these endeavors in the best interests of Mirka; (d) keep Mirka informed of trade and competitive activities and advise Mirka of matters that would be material to the success of Mirka and goals for the goods; (e) maintain a well-trained and well-managed sales force, if applicable, capable of and committed to maximizing the demand for the goods through every proper means; (f) maintain an adequate inventory of goods to fill orders promptly from stock; (g) pay Mirka all monies owed on or before when due and maintain a satisfactory credit relationship with Mirka; (h) respond to all other reasonable requests from Mirka; and (i) not disparage Mirka or its products and goods.

USE OF MIRKA NAME AND INTELLECTUAL PROPERTY

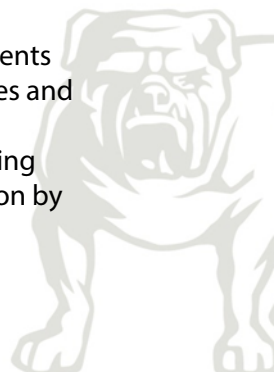
Any Buyer that is a distributor for Mirka: (a) may refer to itself as “An Authorized Mirka Distributor” and shall use the term “Mirka” only to designate the source of the goods; (b) shall not remove, alter, or obscure any identification, trade name, trademark name, intellectual property or other proprietary right of Mirka or any technical, business or similar information created by Mirka or its affiliates (collectively, “Intellectual Property”); and (c) shall only display on its website current Mirka goods, Intellectual Property and goods’ graphics including but not limited to up-to-date packaging. Except as identified in the Terms, Buyer shall have no right to use the Intellectual Property without the prior written consent of Mirka. Mirka reserves the right to withdraw Buyer’s right to use the Intellectual Property at any time by written notice to Buyer. Upon the withdrawal of such consent or the termination of Buyer as a distributor for Mirka for any reason and regardless of the party terminating, Buyer shall immediately cease using any Intellectual Property and take all actions to cause the immediate removal of any Intellectual Property from any written, electronic, visual or oral materials including any advertisement, social media site, website, materials or other listing or description of Buyer’s business. Notwithstanding any provision in the Terms or any other agreement between Mirka and Buyer to the contrary, all Intellectual Property shall be, and shall remain, the property of Mirka and its affiliates.

CONFIDENTIALITY

All non-public documents, trade secrets and information of Mirka disclosed (in writing, orally, electronically, or otherwise) by Mirka to Buyer are confidential and proprietary and shall not be disclosed by Buyer to any third party without the prior written consent of Mirka.

INDEMNIFICATION

Buyer shall indemnify, hold harmless, and defend Mirka, its officers, directors, employees and agents from and against all actions or claims (regardless of the merits thereof), liabilities, damages, losses and expenses, including attorneys’ fees and expenses and cost of suit arising out of or in any way connected with (i) the sale, application or use of any product provided by Mirka to Buyer, including any claim with regard to damages, personal injuries, or contract liability, (ii) any misrepresentation by



any of Buyer, its affiliates or its or their respective directors, officers, employees, agents or representatives (collectively, the "Buyer Parties") in regard to any product provided by Mirka to Buyer, including off-label uses, mishandling, misuse, modification or improper storage by any Buyer Party, (iii) any negligence or willful misconduct by any Buyer Party, (iv) any statement, representation, warranty or advertisement concerning any Mirka product made by any Buyer Party which are inconsistent with or exceed in scope Mirka's limited warranty or the statements made in literature provided by Mirka, (v) any modification of any Mirka product or combination of any Mirka product with any other product, including without limitation, relating to any alleged infringement or actual infringement of intellectual property rights of another party and (vi) any breach of the Terms or any other agreement between the parties by any Buyer Party. This paragraph shall survive the expiration or earlier termination of the Terms or any other agreement between the parties.

LIMITATION OF LIABILITY

IN NO EVENT SHALL (A) MIRKA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR (B) MIRKA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY ORDER, EXCEED THE AMOUNT PAID BY BUYER WITH RESPECT TO THAT ORDER, IN EACH CASE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES OR AMOUNTS WERE FORESEEABLE AND WHETHER OR NOT MIRKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

WAIVER

No waiver by Mirka of any of the provisions of the Terms or any other agreement between the parties is effective unless explicitly set forth in writing and signed by Mirka. Mirka's failure to exercise, or delay in exercising, in whole or in part, any right or remedy arising hereunder shall be construed as a waiver thereof nor preclude any other exercise thereof or the exercise of any other right or remedy by Mirka.

ASSIGNMENT

Buyer shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Mirka. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Terms or any other agreement between the parties.

SEVERABILITY

If any term or provision of the Terms or any other agreement between the parties is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof or thereof or invalidate or render unenforceable such term or provision in any other jurisdiction.

GOVERNING LAW; VENUE

All matters arising out of or relating to the Terms or any other agreement between the parties are governed by the laws of the State of Ohio without giving effect to any choice of law provisions that would cause the application of the laws of any jurisdiction other than the State of Ohio. Any legal proceeding arising out of or relating to the Terms or any other agreement between the parties shall be instituted in the federal or state courts sitting in Summit County, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding.

