

Hayward Turnstiles Order Terms and Conditions

- 1. Incorporation and Superseding Agreement:** These terms and conditions, herein referred to as the "Agreement," shall be included with every quotation or invoice, incorporated into every agreement between the parties, and shall apply to every order placed with Hayward Turnstiles, Inc. By initiating an order with Hayward Turnstiles, Inc., you agree to be bound by these terms and conditions in their entirety. This Agreement supersedes all prior or contemporaneous agreements or understandings, whether oral or written, relating to the subject matter herein. Any different or additional terms contained in any other document or buyer's purchase order, or other acknowledgment forms are hereby explicitly rejected. No modification to this Agreement shall be effective unless made in writing and signed by both parties. Furthermore, no verbal agreements or representations made by Hayward representatives or other employees are binding unless confirmed in writing and signed by both parties.
- 2. Quotations:** All quotations provided by Hayward Turnstiles, Inc. are valid for a period of 30 days from the date of quotation. Hayward Turnstiles reserves the right to revise or withdraw a quotation for any reason at any time. Quotations are based solely on the information, whether verbal or written, supplied to Hayward Turnstiles by the buyer. It is the responsibility of the buyer to provide accurate and complete information during the quotation process to ensure changes need not be made when turning a quotation into an order. In the event that insufficient or inaccurate information is provided to Hayward Turnstiles before, at the time of, or after the quotation, Hayward Turnstiles reserves the right to revise the quotation and invoice for cost increases incurred due to such insufficiencies.
- 3. Designs and Specifications:** Hayward Turnstiles is happy to provide design assistance to any organization that requests it. Hayward Turnstiles assumes no responsibility for the adequacy or the suitability of any designs, specifications, layout drawings, requirements, and/or instructions provided by Hayward Turnstiles. Acceptance by the Buyer of any nonstandard or custom products provided by Hayward Turnstiles shall constitute an acceptance that the Buyer has reviewed the designs for such products and is satisfied that the designs meet all requirements, specifications, and standards applicable to such products.
- 4. Design Control:** Hayward Turnstiles reserves the right to make any changes at any time to the design and manufacture of our products without warning. Hayward Turnstiles does not incur any obligation to revise items manufactured for, or delivered to, the Buyer prior to such change. It is the responsibility of the Buyer to validate the product design and determine that the product is suitable for use in the Buyer's intended application. The Buyer is considered to have accepted and validated the product design upon acceptance of a shipment from Hayward Turnstiles.
- 5. Orders:** When an order is formally placed, the quoted price shall remain valid for a period of 1 month from the date of the order. All required forms and/or payments must be submitted and approved by Hayward Turnstiles before an order can be released to our factory for production. In the event that a customer's order is not released to our factory for production within 1 month of the original order date due to outstanding forms, payments, or other delays caused by the customer, Hayward Turnstiles reserves the right to change prices on the order to reflect the current pricing or cancel the order at its discretion. In the event that the customer changes their order after the order is placed, Hayward Turnstiles reserves the right to change the delivery timeline to reflect added production time needed to implement the client's requested changes.
- 6. Installation Policy:** Companies may only purchase products from Hayward Turnstiles, Inc. if they will be conducting the installation of the products

themselves. We do not provide warranty coverage for products purchased by companies that employ third-party companies to install the products on their behalf. Third-party installation of our products may void warranty coverage. This policy is implemented to ensure the proper installation of our products, maintain product integrity, increase customer satisfaction, and prevent warranty disputes.

- 7. Payment:** Our standard payment terms are based on the premise that turnstiles are inherently custom made to order based on job requirements. Our standard payment terms are 50% deposit due before production commencement. The customer is required to pay a 50% deposit before we can pass the order along to our production department. The remaining 50% balance payment is due at production completion before we release your order for shipment. Orders cannot be released for shipment if there are any outstanding balances on the order.
- 8. Credit Terms:** Credit terms are determined upon completion and acceptance of a Hayward Turnstiles credit application, where the customer's financial rating and payment history will be evaluated to determine the payment terms. Standard credit terms, if granted, are Net 30 days from either the date of production completion or the specified projected ship date, whichever comes later. Hayward Turnstiles may conduct credit checks or request financial statements from customers and their credit references to evaluate customer's creditworthiness. Hayward Turnstiles reserves the right to deny credit terms for any reason. Hayward Turnstiles reserves the right to modify payment terms at any time for any reason. For credit term inquiries, please contact accounting@haywardts.com, and a representative from our accounting department will assist in reviewing your eligibility for credit terms.
- 9. Storage Fees:** It is the goal of Hayward Turnstiles to ship orders as soon as production is completed. Customers are notified of production completion by phone, email, or both. Hayward Turnstiles requires

the customer to confirm in writing that they authorize Hayward Turnstiles to ship their order. When customers do not provide that confirmation of shipment authorization, Hayward Turnstiles must store the order until the confirmation of shipment authorization is provided by the customer. Hayward Turnstiles reserves the right to charge storage fees on orders that have been stored at our factory for a period exceeding 14 days beyond either the completion of production or the projected ship date, whichever comes later. Storage fees will be calculated based on a \$25.00 per pallet per day fee structure. Customers will be notified of the storage fees and must settle the fees promptly to avoid additional charges.

- 10. Lead Times:** Lead times are provided on a case-by-case basis. This lead times commence after all required forms and deposit payments are processed, meaning the order is released for production. Estimated production completion dates are provided after orders are released for production. Lead times and estimated production completion dates are projections and should not be considered definite. Lead times and estimated production completion dates are subject to change without warning due to unforeseen circumstances or other external factors beyond Hayward Turnstiles' control.
- 11. Shipping:** Unless otherwise agreed upon by Hayward Turnstiles and the Buyer in writing, North American orders will be shipped using an LTL carrier of Hayward Turnstiles' choosing to the ship to address indicated at the time the order was placed. Risk of loss will transfer to the Buyer when they receive the order. Hayward Turnstiles is not responsible for inaccurate or incorrect shipping information. Any fees associated with delivery address changes after orders have shipped shall be the sole responsibility of the Buyer. We welcome order pickups, and relevant information such as weights, dimensions, pickup address, and coordination details can be provided upon request. Please note that a handling charge may apply for self-coordinated pickups. We do not ship with a customer's account number, nor can we ship collect.

Unless otherwise agreed upon by Hayward Turnstiles and the Buyer in writing, international deliveries of products will be EXW (EX Works as defined by Incoterms 2020). Risk of loss will pass to the Buyer at the EXW point. Processing fees may apply. Hayward Turnstiles shall have no liability for direct, indirect special, incidental, or consequential damages due to failure for any reason to meet scheduled ship dates.

12. Freight Estimates: Freight estimates provided by Hayward Turnstiles are valid for 30 days from the date of the quotation unless specified otherwise. Freight estimates are provided for informational purposes and are subject to change at any time. These estimates are based solely on the information, whether verbal or written, provided by the purchaser at the time of quoting. Due to possible discrepancies between the estimated and actual information at the time of shipment, the freight prices provided in the quotation are not binding upon Hayward Turnstiles for the final cost estimate. Actual shipping costs may vary based on factors such as weight, classification, zip codes, and additional services required. Any differences in freight costs will be invoiced accordingly as the customer is responsible for any additional costs.

13. Late Fees: In the event of non-payment or past due invoices, Hayward Turnstiles reserves the right to charge a late fee of 2% per month on the outstanding balance. The late fee will be calculated from the date the payment was due until the date of full payment. By placing an order with Hayward Turnstiles, the customer acknowledges and agrees to the assessment and payment of late fees as outlined in this agreement. The customer is responsible for all costs associated with the collection of late fee including legal fees if applicable and necessary.

14. Cancellation: The customer may cancel an order at any time before the order ships from our factory. Once the order ships from our factory, it is the property of the customer. Cancellation requests must be submitted via email to sales@haywardts.com as soon as possible. Upon

receipt of a cancellation request, Hayward Turnstiles will assess the progress of the order and the costs incurred up to the point of cancellation. Hayward Turnstiles reserves the right to collect a cancellation penalty, which will be determined on a case-by-case basis. The cancellation penalty may include costs for work already completed, materials, labor, administrative expenses, non-refundable fees or charges imposed by suppliers or subcontractors, and any additional costs associated with reversing or halting the production process. Hayward Turnstiles reserves the right to invoice in full for special and/or custom orders that are canceled. Details of the cancellation penalty will be communicated to the customer, and the penalty amount will be deducted from any payments already made. Any remaining balance will be refunded accordingly. If the customer has not made any payments at the time of cancellation, the cancellation penalty will be due in full immediately. Late fees as described in our "Late Fees" section of this terms and conditions document will apply to this penalty payment due.

15. Limitation of Liability: To the fullest extent permitted by law, Hayward Turnstiles, Inc. and its officers, directors, employees, agents, and affiliates (collectively referred to as "Hayward Turnstiles") shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to damages for loss of profits, revenue, data, or use, incurred by the customer or any third party, whether in an action in contract, tort (including negligence), or otherwise, arising out of or in connection with the use or performance of Hayward Turnstiles' products or services. In no event shall the total liability of Hayward Turnstiles, whether arising under contract, tort, or any other legal theory, exceed the total amount paid by the customer to Hayward Turnstiles for the specific product or service giving rise to the claim. Hayward Turnstiles shall not be liable for any delay or failure to perform its obligations under this agreement due to circumstances beyond its reasonable control, including but not limited to acts

of God, natural disasters, acts of terrorism, war, strikes, labor disputes, government actions, supplier or subcontractor delays, or any other event or circumstance that is unforeseeable and beyond the control of Hayward Turnstiles.

The customer acknowledges and agrees that the limitation of liability set forth in this section is an essential part of the bargain and the pricing for Hayward Turnstiles' products or services reflects this allocation of risk. The customer further acknowledges and agrees that it has reviewed and understood the potential risks associated with the use of the products or services provided by Hayward Turnstiles and has made an informed decision to enter into this agreement based on its own assessment of such risks.

16. Force Majeure:

Hayward Turnstiles shall not be held liable for any failures to perform its obligations where such failures are a result of civil and/or military action, Acts of God (including natural disasters and fire), or any other event or cause not reasonably within Hayward Turnstiles' control.

17. Governing Law:

This Agreement will be constructed and governed by the laws of the State of Connecticut.