

**GENERAL TERMS AND CONDITIONS FOR THE
SALE OF GOODS AND SERVICES AND WEBSITE USE**

1. Applicability.

(a) These terms and conditions govern the access or use, from within the United States and its territories and possessions (these "**Terms**") for the sale of the goods ("**Goods**") and services ("**Services**") by Marey Heater Corporation and Marey International LLC ("**Marey**") to the buyer named on the reverse side of these Terms ("**Buyer**"), and for the use of Marey's website. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying invoice (the "**Sales Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. 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 these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Marey shall not be liable for any delays, loss or damage in transit.

(b) Marey shall deliver the Goods to the agreed invoice address (the "**Delivery Point**") using Marey's standard methods for packaging and shipping such Goods. Buyer shall be responsible for all shipping costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Marey may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) Marey shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(e) With respect to the Services, Buyer shall (i) cooperate with Marey in all matters relating to the Services and if applicable, provide access to Buyer's premises, as may reasonably be requested by Marey, for the purposes of performing the Services; (ii) respond promptly to any Marey request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Marey to perform Services in accordance with the requirements of this

Agreement; (iii) provide such customer materials or information as Marey may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. **Shipping Terms.** Marey shall make delivery in accordance with the terms on the face of the Sales Confirmation.

4. **Title and Risk of Loss.** Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Marey a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code, as amended, for transactions within the United States and under the Puerto Rico Uniform Commercial Code, as amended, for transactions within the Commonwealth of Puerto Rico.

5. **Buyer's Acts or Omissions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, representatives, consultants, or employees, Marey shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. **Inspection and Rejection of Nonconforming Goods.**

(a) Buyer shall inspect the Goods upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Marey in writing of any Nonconforming Goods within two (2) business days and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Marey of any Nonconforming Goods, Marey shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall, at Marey's expense, ship the Nonconforming Goods to Marey's facility located at Puerto Rico and/or Miami, Florida. If Marey exercises its option to replace Nonconforming Goods, Marey shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Marey.

7. **Price.**

(a) Buyer shall purchase the Goods and Services from Marey at the prices (the "**Price**") set forth in Marey's website and/or of Buyer's purchase order if conducted directly with

Marey. Buyer acknowledges that prices are subject to change, unless agreed and accepted by parties in writing.

(b) Buyer agrees to reimburse Marey for all reasonable travel and out-of-pocket expenses incurred by Marey in connection with the performance of the Services.

(c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority, federal, state or local, on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes, which shall be charged by Marey in its invoice; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Marey's income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Marey on receipt of Marey's invoice. Buyer shall make all payments hereunder by wire transfer, check or credit card and in US dollars.

(b) Buyer shall reimburse Marey for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Marey does not waive by the exercise of any rights hereunder), Marey shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Marey, whether relating to Marey's breach, bankruptcy or otherwise.

9. Limited Warranty.

(a) Marey's limited warranty is comprehensive and covers all manufacturers' defects. Buyer must refer to our website (<https://marey.com>) for a complete description of our warranty and its exceptions and limitations. ¶

(b) Marey warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 9(a). For the avoidance of doubt, **MAREY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) Marey shall not be liable for a breach of the warranties set forth in Section 9(a) and Section 9(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Marey within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Marey is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 9(a) to examine such Goods and Buyer (if requested to do so by Marey) returns such Goods to Marey's place of business at Marey's cost for the examination to take place there; and (iii) Marey reasonably verifies Buyer's claim that the Goods or Services are defective.

(e) Marey shall not be liable for a breach of the warranty set forth in Section 9(a) or Section 9(b) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Marey's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Marey.

(f) Subject to Section 9(d) above, with respect to any such Goods during the Warranty Period, Marey shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate. Buyer must refer to Marey's warranty policy available at: <https://marey.com> for instructions and conditions applicable to the return of Goods to Marey.

(g) Subject to Section 9(d) and Section 9(e) above, with respect to any Services subject to a claim under the warranty set forth in Section 9(b), Marey shall, in its sole discretion, repair or re-perform the applicable Services. **THE REMEDIES SET FORTH IN SECTION 9(F) AND (G) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MAREY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 9(A) AND (B), RESPECTIVELY.**

10. Limitation of Liability.

(a) **IN NO EVENT SHALL MAREY BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) IN NO EVENT WILL MAREY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER

CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

(c) YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE WEBSITE AND/OR THOSE SERVICES.

(d) Although Marey attempts to ensure the integrity and accurateness of the website, it makes no guarantees whatsoever as to the correctness or accuracy of the website. It is possible that the website could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the website by third parties. In the event that an inaccuracy arises, please inform Marey so that it can be corrected. Information contained on the website may be changed or updated without notice.

11. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Marey may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

12. Termination. In addition to any remedies that may be provided under these Terms, Marey may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. Waiver. No waiver by Marey of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Marey. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Confidential Information. All non-public, confidential or proprietary information of Marey, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Marey to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Marey in writing. Upon Marey's request, Buyer shall promptly return all documents and other materials received from Marey. Marey shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. Marey shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this

Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Marey including, without limitation, acts of God, hurricane, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Marey. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

17. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

19. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Puerto Rico without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Puerto Rico or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Puerto Rico.

20. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Puerto Rico in each case located in the City of San Juan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Users and Buyer waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

21. **Links from the Website.** If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Marey has no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

22. **Changes to the Terms of Use.** Marey may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when Marey post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

23. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website, so you are aware of any changes, as they are binding on you.

24. Monitoring and Enforcement of Website; Termination of access. We have the right to: a) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; b) Terminate or suspend your access to all or part of the Website for any violation of these Terms of Use.

25. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

28. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of Marey.

29. Comments and Concerns Contact:

This website is operated by Marey Heater Corporation, located at 211 Delbrey Street, San Juan, Puerto Rico 00912 and Marey International LLC, located at 8209 NW 68 Street Miami, FL 33166.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: customerservice@marey.com.

30. Acceptance of terms and conditions. By clicking Accept Terms below, you agree to these terms and conditions as described above. If you are a new customer, you will then be taken to the account registration form. Before providing information on the account registration form, you should review our General Policies. If you select Don't Accept Terms, your account application process will automatically terminate.