


TERMS AND CONDITIONS OF SALE (Revision: 01.01.2024)	DATED: SEE ORDER OR QUOTE	
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# TERM AND CONDITIONS OF SALE

Unless otherwise agreed upon in writing, these Terms and Conditions of Sale (the “Agreement”) shall govern any transaction by and between the buyer (“Customer”) and Wall Industries, Inc. (“WALL”) collectively referred to herein as (“the Parties” or “Party”).

WHEREAS Customer may place Orders for the purchase of Product from WALL; and

WHEREAS Customer and WALL each desire that the terms and conditions controlling all such purchases be consistent, uniform, and agreed upon by both Parties in advance of the placement of any such Orders; and

NOW THEREFORE in consideration of the mutual promises, covenants, and conditions contained herein, Customer and WALL agree as follows:

## 1. DEFINITIONS

- a) **“Customer”** means the actual end customer or end user of the Product. This shall also include any of the customers affiliates, subsidiaries, or other related parties.
- b) **“Information”** means any idea, data, program, technical, business, or other intangible information, however conveyed.
- c) **“Intellectual Productions”** means inventions, other ideas, data, programs, other Information and works of authorship, trademarks, and other intangible productions of applied intelligence.
- d) **“Intellectual Property Rights”** means patents, copyrights, and other property, proprietary interests, and rights which (i) are associated with certain Intellectual Productions in that they subsist in, or are based on, them and (ii) owners of any of such Intellectual Property Rights have non-contractual rights in law or equity to exclude others from exploiting such Intellectual Productions.
- e) **“Media or Medium”** means any document, print, tape, disc, tool, semiconductor chip or other tangible Information-conveying article.
- f) **“Order”** means the applicable WALL Quote, Customer’s form of purchase order, exhibits, and any other required documents that will be used as the contract for the purpose of ordering Product.
- g) **“Quote”** means an official proposal provided by WALL to the Customer detailing all Information regarding each purchase.
- h) **“Product”** means the power supplies, converters, materials, components, equipment, software, licensing, or services as may be further described within a WALL quote or order.
- i) **“RMA”** means Return Material Authorization.
- j) **“Specifications”** means the specifications for the Product as set forth in this Agreement, in the Order, or if not so set forth, shall mean Specification’s current published specifications, user documentation, and other Information for the Product as of the date of the Order and any additional specifications furnished by Customer. Any provisions contained in the Specifications which conflicts with the provisions of this Agreement shall be deemed deleted.


## 2. TERM OF AGREEMENT

This Agreement shall become effective as of the date of sale as defined within each Order and shall continue in effect unless terminated in accordance with the Termination section of this agreement.

## 3. ORDERS AND ACCEPTANCE

The acceptance of any Order by WALL is expressly limited to the terms and conditions stated within this Agreement and shall be binding as of the date the Customer’s Order is received by WALL. This Agreement shall become the exclusive Agreement between the Customer and WALL covering the purchase of the Product. Any additional, referenced, or different terms will not apply unless expressly agreed upon in writing by both the Customer and WALL.

All Orders accepted by WALL are considered binding, Non-Cancelable, and Non-Refundable by the Customer.

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#### 4. PRODUCT

##### a) OWNERSHIP

- i. **Proprietary Rights.** In so much as that WALL designs Product to the Customer's Specifications, it shall remain the property of WALL and no ownership of design is directly or indirectly conveyed to the said Customer. WALL shall own the entire right, title, and interest in and to the WALL Product, the documentation and in all Intellectual Property Rights related thereto. Customer shall not (and shall not authorize anyone else to) remove, alter, cover, or obfuscate any licenses, copyright notices or other proprietary rights notices placed or embedded on or in the WALL Product and documentation. No title to or ownership of the WALL Product design documentation is transferred to Customer. Customer shall not translate, localize, or modify any portion of the WALL Product or documentation without the prior written consent of WALL.
- ii. **Trademarks.** Except as otherwise set forth in this Agreement, no rights are granted to Customer to use the trademarks, service marks, logos, brand source distinctions and trade names of WALL ("Trademarks") or trademarks or trade names of third parties used in connection with the WALL Product or documentation except simply to identify the WALL Product and documentation licensed by WALL to Customer pursuant to this Agreement. The Customer shall use the Trademarks exclusively to identify the WALL Product and documentation and shall not use the Trademarks in combination with any trademarks, service marks or logos of Customer. Any such use of the Trademark shall clearly identify WALL or its licensors as the owner of the Trademarks and conform to WALL's then-current trademark and logo guidelines. Before publishing or disseminating any advertisement or promotional materials bearing a Trademark, Customer shall deliver a sample of the advertisement or promotional materials to WALL for prior approval. If WALL notifies the Customer that the use of the Trademark is inappropriate or undesirable, the Customer shall not publish or otherwise disseminate the advertisement or promotional materials until they have been modified to WALL's satisfaction.

##### b) USE RESTRICTIONS

WALL does not authorize, imply, remove, or intend for any of its Product to be used for: (a) surgical implantation / patient contact, (b) nuclear power, (c) or life support where any single component failure could cause substantial harm to persons or property. Customer agrees that WALL will not be held liable for any claim or damage arising from such use of the Product, and the Customer assumes the risk for using or selling the Product against the authorization or intended use by WALL. Additionally, the Customer is expressly prohibited from reverse engineering the Product.

##### c) PRODUCT SPECIFICATIONS


Product Specifications are subject to change without notice as long as it does not change the form, fit and function of the Product as specified on WALL's published data sheets.

##### d) CERTIFICATE OF COMPLIANCE

WALL hereby certifies that the Product furnished, have been manufactured in accordance with applicable Specifications and requirements. We further certify that all Product has satisfactorily met all functional requirements.

##### e) TITLE/RISK OF LOSS

WALL retains title until invoice is paid in full. Customer hereby grants WALL a security interest in the Product purchased as security for its obligation. Risk of loss and damage shall become the responsibility of the Customer upon delivery to common carrier at WALL's shipping point unless Customer agrees to be insured for such delivery of Product. Should this be the case then Customer shall bear risk of loss or damage upon receipt at Customer's designated location.

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**f) RETURNS**

Product returns are not accepted except in case of defect. In the event Product must be returned to WALL, a valid RMA number must be obtained. Such RMA number shall be properly identified on the shipping label. If WALL does not receive the goods within 30 days of issuing an RMA number, WALL will invalidate the original RMA number and a new number must be obtained. Returns without an authorized RMA number will be refused by WALL. All warranty returns are repair and replacement only. For Product received by WALL which are out of warranty, the Customer may be charged a per hour fee for failure analysis and/or a minimum per hour labor rate and overhead, plus material costs for test and repair items.

Product returned for Customer requested services including modifications made on Product already delivered at the Customers request, will remain owned and titled to the Customer. No financial credit will be taken upon receipt of product at WALL.

**g) WARRANTY**

WALL standard catalog Product, modification Product, or custom Product shall be guaranteed for a period of two (2) years from the purchase date against defects in material and workmanship. WALL further guarantees that the Product is functioning properly and has been tested in conformance to meet the requirements and Specifications for which the Product was intended. WALL specifically does not guarantee the performance of the Product in applications for which the Product may not be appropriate. Any oral statements about the order or Product do not constitute warranties and shall not be relied upon by the customer and are not considered part of this Agreement.

The Buyer must properly notify WALL in writing of any deficiencies in the Product within seven (7) days of discovery of such defect. Any defective Product will be repaired or replaced under the terms of the warranty provided that the Product has not been operated other than in accordance with its Specifications and/or has not been mishandled or physically damaged. If the Buyer fails to give timely notice of deficiency, such failure shall be deemed to constitute acceptance of the Product by the Buyer.

Any and all other warranties, whether oral or written, express or implied, are hereby expressly disclaimed including, but not limited to, warranties of merchantability and fitness for a particular purpose.

**5. ASSIGNMENT**

Customer and WALL shall not assign any right or interest under this Agreement without the written approval of the other Party.

**6. COMPLIANCE WITH LAWS**

Customer and WALL shall comply at their own expense with all applicable federal, state, local and foreign laws, ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals, and inspections in performance of this Agreement.


Customer and WALL shall also require all persons furnished by either Party to comply with all applicable federal, state, local and foreign laws, ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals, and inspections in performance of this Agreement.

**7. GOVERNING LAW**

All transactions shall be governed by the laws of the State of New Hampshire, excluding application of its conflict of law's provisions. Customer agrees to the exclusive jurisdiction and venue in the State and Federal courts within the State of New Hampshire. Additionally, The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Customer and WALL shall work together in good faith to resolve any disputes arising from this Agreement. If Customer and WALL are unable to resolve the dispute then the dispute shall be resolved either: (1) through arbitration before a single arbitrator selected by the parties, or (2) in the courts of the State of New Hampshire.

**8. EXPORT LAW**

Customer and WALL agree that that the Product, technical Information and/or commodities that may be provided, or arise, under this Agreement shall be subject to the applicable export and import laws including those of the US, EU, International and national laws (which in some instances prohibit or restrict in-country sales to certain end-users). Diversion contrary to such US, EU, International or national laws or regulations is prohibited.


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Customer and WALL agree to: (a) comply with all applicable laws or regulations that apply to the exporting and importing of the products, (b) securing all necessary permits, authorizations and licenses for export and import and making all proper filings, and (c) adhere to any regulations regarding restricted or sanctioned countries (including but not limited to Iran, Cuba, Syria, Sudan, North Korea and the Crimea Region of Ukraine). Customer and WALL agree to comply with these laws in all respects.

It is further acknowledged and agreed upon by Customer and WALL that the fulfillment by WALL of services, Information and/or commodities to foreign persons may be prohibited, limited, or delayed due to compliance with these laws. These services, Information and/or commodities may not be transferred, disclosed, or otherwise re-exported to foreign persons (including U.S.-based foreign national employees) except as in accordance with these laws. Customer may be required to complete or provide a written end user statement confirming compliance with any such laws.

## 9. CONFIDENTIALITY

- a) The Customer and WALL acknowledge that all Information disclosed will be considered confidential (“Confidential Information”). Confidential Information includes any and all Information in any form disclosed by the disclosing party (“Discloser”) to the receiving party (“Recipient”), including by example only, but not limited to, customer lists, quotes, Orders, Information about the actual or planned Product, orders, computer systems, operations, procedures, policies, business plans, and business processes or service of Discloser or Discloser’s clients, strategies, technologies, intellectual property, non-public Information (“NPI” - NPI shall include any personally identifiable Information and trade secrets), and other related Information whether provided orally, in writing or in any other Medium, and whether or not expressly marked as proprietary or confidential.
- b) Confidential Information shall not include Information that:
  - i. At the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Recipient, as of the date when such Information becomes generally available.
  - ii. Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser.
  - iii. Is independently developed by Recipient without the use of any Confidential Information.
  - iv. Recipient rightfully obtains from a third party who has the right to transfer or disclose it.
  - v. Is approved for release by written consent of the Discloser.
- c) Recipient agrees to use the same degree of care that it uses to protect its own Confidential Information of similar importance (but in no event less than reasonable care) to prevent the unauthorized use, disclosure, publication, or dissemination of Confidential Information. Recipient may disclose the Confidential Information only to its employees, representatives, agents, subcontractors, or contractors who have a need to know provided that they are informed of the obligations of this Agreement and Recipient agrees to be responsible for any breaches. Recipient agrees not to use Confidential Information otherwise for its own or any third party’s benefit or for any purpose whatsoever, other than the purpose, without the prior written approval of an authorized representative of Discloser in each instance. Recipient may disclose Confidential Information if required by any judicial or governmental request, requirement, or order; provided that Recipient will take reasonable steps to notify Discloser of such request or order and provides Discloser with sufficient prior notice to allow Discloser to contest such request, requirement, or order.
- d) The parties hereto agree to immediately notify the other party in the event that an incident actually occurs or may have occurred that threatens the security and/or confidentiality of any Confidential Information provided by the other party. Such notification shall be in accordance with the Notice section in this Agreement and shall include a description of the perceived or potential scope of the incident or potential incident as well as identification of the affected data or Information and any remedial action taken.
- e) All Confidential Information remains the property of Discloser, provided “AS IS”, and no license or other rights to Confidential Information is granted or hereby implied.
- f) Recipient’s duty to protect Discloser’s Confidential Information shall survive the expiration or termination of this Agreement and shall expire ten (10) years from such termination or expiration. Any NPI disclosed shall survive the expiration or termination of this Agreement for an indefinite period of time.
- g) Recipient will return all tangible Confidential Information provided to it by Discloser, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon request or termination of this Agreement, provided, however, that Recipient shall destroy such Information if and to the extent it has been incorporated with Confidential Information of Recipient. Recipient shall provide written certification of the destruction of such Information.
- h) If either Party, its employees, or its agents collectively or singly violate the confidentiality obligations of this Agreement, they shall be responsible for any direct or indirect costs or expenses including but not limited to any lost profits for which the other Party may have incurred. Upon written notification, they may additionally seek immediate injunctive or other equitable relief as may deem appropriate in the circumstances.

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**10. PROMOTIONAL USE**

Customer and WALL shall not without prior written consent from the other: (a) disclose to any third party the contents and/or the facts of this Agreement, (b) engage in any advertising, promotion or publicity related to this Agreement, or (c) make public use of each other’s trade name, trademarks, service marks, insignia, symbols, logos, or other designations of Customer and WALL or their respective affiliates.

**11. FORCE MAJEURE**

Neither party shall be in default or liable for any delay or failure to perform any of its obligations under this Agreement if such delay or failure arises directly or indirectly out of an act of God, pandemics, Product availability, supply chain interruptions, acts of a public enemy, freight embargoes, strikes, quarantine restrictions, unusually severe weather conditions, insurrection, riot, war, military actions, and other such causes (“Force Majeure Event”) beyond the control of the party, provided that, if possible, the party whose performance is excused notifies the other party. Any payment obligations by either party shall not be excused during a Force Majeure Event.

**12. INDEMNIFICATION**

Customer and WALL agree to indemnify and hold each other harmless from any and all suits, claims, demands, debts, losses, obligations, liabilities, injuries, or damages caused by the negligent, reckless, intentional acts, or omissions caused by the other party. This includes their respective officers, directors, employees, agents, independent contractors, and representatives under this Agreement, including, without limitation, all damages, costs, and reasonable attorneys' fees, costs, and expenses (including, without limitation, settlement costs) incurred in connection with this Agreement.

WALL Indemnification:

WALL agrees to indemnify and hold Customer harmless from any liability for infringement of any patent, copyright or trademark rights or other Intellectual Property Rights of third parties which result from the sale of WALL Product. WALL agrees to defend Customer in such infringement suit resulting from the use of the Product, including but not limited to, out of court settlements, court costs, reasonable attorney’s fees or any money judgment awarded at the conclusion of such suits subject to the understanding that WALL shall have exclusive control over the defense and/or settlement of such suits. WALL obligations under this section are contingent upon (a) Customer giving prompt written notice to WALL of any such claim; (b) Customer allowing WALL to control the defense and any related settlement of any such claim; and (c) Customer furnishing WALL with reasonable assistance in the defense of any such claim, so long as WALL pays Customers reasonable out-of- pocket expenses.


This indemnity obligation does not extend to any open-source software embedded or included in the Product.

WALL will have no obligation for any claim of infringement to the extent that it results from any Product, portions, or components thereof: (a) that are not supplied by WALL, (b) that are modified after shipment by Customer or any other party, if the alleged infringement relates to such modification, (c) that are combined with other products, services, processes or materials where the alleged infringement relates to such combination, (d) where allegedly infringing activity continues after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (e) where use of the Product is incident to an infringement not resulting primarily from the Product, or its intended application, or (f) if applicable, where use is not strictly in accordance with the applicable manufacturer end user license agreement.

THE PROVISIONS OF THIS SECTION SET FORTH WALL’S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

**13. LIMITATION OF LIABILITY**

EXCEPT FOR (A) A PARTY’S INDEMNIFICATION OBLIGATIONS OR (B) A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (C) A PARTY’S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL: THE LIABILITY OF CUSTOMER OR WALL WITH RESPECT TO ANY CLAIM EXCEED WHICHEVER IS THE LESSER OF **ONE MILLION DOLLARS (\$1,000,000) OR FEES PAID TO WALL IN THE PRECEDING TWELVE (12) MONTH PERIOD**. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR REVENUE IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER (COLLECTIVELY, “CONSEQUENTIAL DAMAGES”), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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#### 14. INSURANCE

WALL shall maintain and cause its consultants, representatives, agents, and subcontractors to maintain (as applicable) during the term of this Agreement: (a) Workers' Compensation insurance as prescribed by the law of the state or nation in which the work is performed; (b) employer's liability insurance with limits of at least \$1,000,000 for each occurrence; (c) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (d) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; and (e) if the furnishing to Customer (by sale or otherwise) of products, material or construction, installation, maintenance or repair services is involved, CGL insurance endorsed to include products liability and completed operations coverage in the amount of \$5,000,000 per occurrence, which shall be maintained for at least one (1) year following the expiration or termination of this Agreement.

#### 15. PRICING, INVOICING AND PAYMENTS

##### Pricing:

Price is subject to change without notice and does not include packaging, handling, freight insurance, traffic, duties, and freight.

##### Invoicing:

1. WALL shall invoice Customer on the date of shipment.
2. The following minimums shall apply to any Order:
  - a. The minimum Order amount is \$300.00 USD per purchase order.
  - b. The minimum invoice amount is \$300.00 USD.
3. Invoices shall contain Information that includes but is not limited to the following:
  - a. Customer Purchase Order number.
  - b. WALL Order number, item number, description of articles, quantities, unit prices and extended totals.
  - c. Applicable taxes, duties, applicable freight, insurance, and shipping costs.
4. Customer agrees and accepts partial shipments and related invoicing by WALL.

##### Payments:


1. All amounts billed to Customer shall be due and payable within thirty (30) days from date of shipment.
2. All payments are to be made in United States Dollars unless otherwise stated within a specific Order.
3. Interest shall accrue on any amounts due WALL that are not paid within thirty (30) days from the date of invoice at a per annum rate of interest equal to eighteen percent (18%) or the maximum per annum rate of interest that may be charged by law. In the event of a late payment, interest charges shall be assessed from the date of the invoice (i.e., the date the invoice was rendered), following thirty (30) day notice to the Customer of overdue amount.
4. In the event of any non-payment by Customer, WALL reserves the right to enter the Customer's premises, and Customer hereby grants WALL this right, to recover any Products at the Customers expense. This provision shall also apply to the right of recovery for any damaged or missing Product.

#### 16. TAXES

WALL prices do not include (but may not be limited to) any bank charges, delivery charges, sales, excise, VAT, or other taxes, import or export duties or customs, levies, and/ or fees imposed, assessed, or levied by any government or subdivision thereof on WALL's sale and delivery of Product to Customer. All of the aforementioned (excluding taxes based solely on WALL's net income) shall be paid by Customer or, if paid by or collected from WALL for the account of Customer, shall be reimbursed by Customer promptly following written demand. Unless otherwise specifically agreed to by WALL in a writing signed by an executive officer of WALL, all payments by Customer to WALL, including, but not limited to, payments of purchase price, sales, excise, VAT and other taxes, export and import duties, customs and levies, and shipping, freight, warehousing, delivery, insurance and return costs, shall be paid by Customer. Customer shall reimburse WALL for the applicable sales and use taxes required by law unless Customer can provide a valid exemption certificate. Such exemption is subject to review and acceptance by the WALL tax department.

Customer is responsible to provide WALL with a renewed exemption certificate if the existing certificate has or will expire. Taxes payable by Customer shall be billed as separate items on each WALL invoice and shall not be included in the WALL prices. If a taxing authority has deemed that taxes or additional taxes are due by Law, regardless of the taxes WALL has invoiced or not invoiced to date, then WALL will issue an additional invoice to address the discrepancy. Customer and WALL both agree to comply with all applicable tax laws.



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**17. NON-SOLICITATION**

Unless otherwise defined within a specific Order, during the term of this Agreement and during the one (1) year period following the termination (for any reason) of this Agreement, both parties agree not to hire or solicit the employment of any employee, agent, representative, independent contractor, or subcontractor of the other party.

**18. NOTICES**

Any notice or demand, which under the terms of this Agreement or under any statute must or may be given or made by Customer or WALL shall be in writing and shall be given or made by confirmed email, by overnight courier service or by certified mail addressed to the respective parties as follows:

To WALL:	Wall Industries, Inc. Attn: General Manager 37 Industrial Drive, Exeter, NH 03833  With copy to: Attn: DPO/Executive Director of Contracts
To Customer:	[INSERT CUSTOMER NAME] Attn: Address:  With copy to: Attn:

Such notice or demand shall be deemed to have been given or made when sent by email (with receipt confirmed) or overnight courier, or when deposited, with postage and certification fees prepaid, in the U.S. mail.

The above addresses may be changed at any time by giving prior written notice as described in this section.

**19. INDEPENDENT CONTRACTOR**

Neither party is the other party's legal representative or agent for any purpose. Neither party has any authority to and shall not make any warranties or representations or create any obligations on behalf of the other party. WALL is an independent contractor for all purposes and at all times. WALL or its officers, directors, employees, and its associated personnel shall not be deemed at any time to be employees or agents of Customer. WALL shall be solely responsible for the withholding or payment of all federal, state, and local personal income taxes, social security, unemployment and sickness disability insurance and other payroll taxes with respect to its employees, including contributions as required by law.

**20. WAIVER**


The failure by a Party to enforce any of its rights under this Agreement on one or more occasions shall not be a waiver, or be deemed to be a waiver, of any of such Party's rights on any other occasion, or of any other of such Party's rights under this Agreement.

**21. SEVERABILITY**

If any of the provisions of this Agreement are determined to be invalid or unenforceable, said invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, or Order, but rather the entire Agreement, or Order shall be construed as if not containing these particular provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

**22. HEADINGS**

The section headings in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein.

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**23. DELIVERY**

Unless otherwise agreed upon in writing for a specific Order:

- a) All Customer orders are EX WORKS (Exeter, NH).
- b) Shipment (shipping method and instructions) will be made as specified by the Customer.
- c) If not specified, the best available shipping method will be used as determined by WALL, Customer will be responsible in paying for all related shipping costs that may include but may not be limited to shipping, handling, and insurance costs incurred.
- d) WALL reserves the right to ship +/- 3% (three percent) of the total order.
- e) Orders may not be rescheduled within twelve (12) weeks of the original scheduled delivery date.
- f) International Orders - Customer will be responsible in paying for all related shipping costs that may include but may not be limited to shipping, taxes, duties, tariffs, handling, and insurance costs incurred.

**24. SECURITY – PRIVACY - COMPLIANCE**

WALL shall maintain applicable industry certifications and representations as well as adhere to key industry standards that may include but are not limited to: (a) GDPR (US-EU), (b) US Privacy Shield (US-EU), (c) NIST 800-171 (All Revs), (d) NIST SP 800-171 - 2020 Interim Rule, (e) NIST 800-053 (All Revs), (f) DFARS 252.204-7012, (g) FAR 48 CFR 52.204-21, (h) FAR 52.203-13, (i) FAR 52.203-15, (j) Type 2 SOC 2, (k) ISO 9001:2015, (l) ISO 17025:2017, (m) GIDEP, (n) PCI, (o) HIPAA, (p) CMMC, and (q) ITAR. These industry certifications and representations maintained by WALL are subject to change.

Code of Conduct

Customer and WALL shall practice the principles of fair dealing and ethical conduct and expect the same of their respective employees, customers, and business partners. Customer and WALL shall also expect each other, their business partners and their respective directors, officers, and employees to comply with all applicable laws and regulations and to conduct business in accordance with the letter, spirit, and intent of all relevant laws. Additionally, they shall refrain from any illegal, dishonest, or unethical conduct. This includes but is not limited to: (a) Slavery and Human Trafficking, (b) Compliance with Antitrust Laws, (c) Combating Corruption, (d) equal employment opportunity, (e) and harassment of any kind. Customer and WALL shall each maintain a documented Code of Conduct that will be made available to the other party upon request.

Privacy

WALL and its corporate affiliates (“Affiliates” or “WALL Affiliates”) are committed to the protection of your privacy, data, and personal Information (“DATA”) as further defined within the WALL Privacy Policy which is available on our website at <http://www.wallindustries.com/> or you may contact us at [Privacy@wallindustries.com](mailto:Privacy@wallindustries.com) for further information.

Background Checks

WALL performs background checks and drug screens on all employees prior to their employment at WALL. Background checks typically consist of National Crime Index – US, Statewide Crime repository, Driving Record Search, and SSN TRACE – Trans Union.

**25. SURVIVAL OF OBLIGATIONS**

It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement. Such obligations include, by way of illustration only and not limitation, those contained in the PRODUCT (OWNERSHIP), USE RESTRICTIONS, CONFIDENTIALITY, COMPLIANCE WITH LAWS, PROMOTIONAL USE, INDEMNITY, LIMITATION OF LIABILITY, INSURANCE, and WARRANTY clauses.

**26. RECORDKEEPING**


WALL will maintain complete and accurate records and supporting documentation for a period of no less than seven (7) years for each transaction with Customer. Customer may request to review the applicable records by providing WALL reasonable notice of such request.

**27. TERMINATION**

Either party may terminate this Agreement with thirty days (30) written notice to the other party. Under such circumstances, WALL agrees to fulfill, and Customer agrees to pay for any purchase orders, stocked inventory, or authorized pre-orders to which WALL has received prior to the termination date. Neither party shall be responsible for any indirect or incidental costs which might have occurred as a result of this termination.

The termination of this Agreement shall not affect the obligations of Customer or WALL under any existing Order issued under this Agreement, but the Order shall continue in effect as though this Agreement had not been terminated, as the case may be, with respect to the Order.



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If WALL shall be in breach or default of any of the provisions of this Agreement and the breach or default shall continue for a period of thirty (30) days after Customer gives written notice to WALL, then in addition to all other rights and remedies which Customer may have by law or equity or otherwise, Customer shall have the right to cancel this Agreement without any charge, obligation or liability.

WALL may terminate this Agreement immediately by giving the Customer written notice of termination due to the occurrence of one or more of the following events: (a) The Customer for any reason ceases conducting business; (b) a change of beneficial ownership or control of the Customer; (c) the death or incapacity of the Customer (if applicable); (d) the termination of existence, merger, consolidation, dissolution, winding-up or liquidation of Customer; (e) the entry of an order for relief or similar order with respect to Customer in any proceeding pursuant to Title 11 of the United States Bankruptcy Code, or Customer shall be subject to any proceeding under any other federal or state bankruptcy or insolvency laws or makes or contemplates making an assignment of its assets or similar accommodations for the benefit of its creditors; or (f) the breach or failure of Customer to observe any material provision of this Agreement, including, without limitation, to pay any amounts when due to WALL under this Agreement.

**28. ORDER OF PRECEDENCE**

Any inconsistency between this Agreement, Purchase Orders, Quotes, Statement of Works, and any other documents will be resolved by giving precedence to those documents in the following order, with the document to be given the greatest precedence listed first.

1. This Agreement.
2. Addendums or attachments to this Agreement.
3. Purchase Orders.
4. All other documents.

**29. ENTIRE AGREEMENT**

This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes any prior agreements between the parties hereto and any printed, attached, or referenced terms on Customers purchase orders. There are no other representations, inducements, promises or arrangements with respect to the subject matter hereof. No amendment, modification, or waiver of any of the provisions of this Agreement shall be valid unless mutually agreed upon in writing by both parties.