

**Terms and Conditions**  
**Triton International Enterprises, Inc.**  
As of May 2020

1. **Applicability.** These terms and conditions of sale are the only terms which govern the sale of goods by Triton to Buyer. The accompanying Sales Confirmation and these terms and conditions (collectively, these "Terms") 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.
2. **Sales Confirmation.** Triton requests Buyer sign and return one copy of the Sales Confirmation immediately after receipt. Objection, if any, should be raised by Buyer within five days after the receipt of the Sales Confirmation, in the absence of which it is understood that Buyer has accepted the terms and conditions of the Sales Confirmation.
3. **Insurance.** For transactions concluded on a D.D.U. basis, the parties agree the amount of insurance will be 110% of the invoice value against the risks specified in the Sales Confirmation. Any additional amount of insurance coverage must be approved in advance by Triton before shipment and such additional premium shall be paid by Buyer.
4. **Letter of Credit.** In cases where applicable, Buyer's covering Letter of Credit ("L/C") shall: (i) stipulate Triton's option of shipping more or less of the indicated percentage than the contracted quantity, (ii) be negotiated for the amount covering the value of the quantity actually shipped, and (iii) be in an amount of the indicated percentage over the total value of the order as per the Sales Confirmation. The contents of the covering L/C shall be in strict conformity with the stipulations of the Sales Confirmation. In case of any variation necessitating amendment of the L/C, Buyer shall bear the expenses for effecting the amendment. Triton shall not be held responsible for possible delay of shipment resulting from awaiting the amendment of the L/C and reserves the right to claim any resulting losses from Buyer.
5. **Delivery/Title/Risk of Loss.** The goods will be delivered within a reasonable time after the receipt of the Sales Confirmation. Triton shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in the Sales Confirmation, Triton shall deliver the goods to \_\_ (the "Delivery Point") using Triton's standard methods for packaging and shipping such goods. Buyer shall take delivery of the goods within \_\_\_\_\_ days of Triton's written notice that the goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the goods at the Delivery Point. If for any reason Buyer fails to accept delivery of any of the goods on the date fixed pursuant to Triton's notice that the goods have been delivered at the Delivery Point, or if Triton is unable to deliver the goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the goods shall pass to Buyer; (ii) the goods shall be deemed to have been delivered; and (iii) Triton, at its option, may store the goods until Buyer picks them up, in which case Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Title and risk of loss passes to Buyer upon delivery of the goods at the Delivery Point.
6. **Price.** The prices in the Sales Confirmation shall be net prices, exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind (unless otherwise specified) imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Triton's income, revenues, gross receipts, personnel or real or personal property or other assets.
7. **Payment Terms.** Payments by Buyer shall be made on the due date into the account designated in the agreed currency without set-off, deduction of transfer charges, or other costs. The value date of the credit into Triton's bank account shall be considered as the date of payment. Invoices outstanding after the due date will bear interest at the overdraft rate, charged by Triton's bank, on the due date for the currency in which the payment is to be made, increased by 2% for the first 30 days after the due date, and 4% from the 31st day until the date actual payment is made. This provision or the application thereof does not entitle Buyer to delay payments under any circumstance. If any tax, duty, charge or fee imposed or increased after the date of the Contract by any governmental authority or agency upon the product or upon

the raw materials from which it is derived or upon production, sale transportation or delivery thereof is required to be paid or collected by Triton, directly, the amount thereof shall be added to the sales price and shall be paid by Buyer.

8. **Quality/Quantity/Weight Discrepancy.** In case of quality discrepancy, Buyer should file any claim within 21 days after arrival of the goods at the port of destination. In the case of a quantity or weight discrepancy, Buyer should file any claim within 15 days after arrival of the goods at the port of destination. Buyer shall be entitled to file any claim mentioned above with Triton on the basis of the inspection certificate from the Import-Export Commodity Inspection Authority in Buyer's country. The parties agree that Triton shall not be liable for any discrepancy of the goods shipped due to causes for which the Insurance Company, Shipping Company, or other transportation, organization, or Post Office are liable. Triton is entitled to inspect or to have inspected any good claimed to be defective in quality, quantity, or weight. In case of justified claims, Triton 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 provided that, if Triton so requests, Buyer shall, at Triton's expense, return such goods to Triton. The remedies set forth in this Section shall be the Buyer's sole and exclusive remedy and Triton's entire liability for any discrepancy.
9. **Limited Warranty.**
  - a. Triton warrants to Buyer that for a period of 6 months (unless otherwise specified) from the date of shipment of the goods, that such goods will conform to Triton's published specifications in effect as of the date of shipment.
  - b. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9(a), TRITON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY
    - i. WARRANTY OF MERCHANTABILITY;
    - ii. WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR
    - iii. WARRANTY OF TITLE; OR
    - iv. 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.
  - 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 this Section. For the avoidance of doubt, TRITON MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY
    - i. WARRANTY OF MERCHANTABILITY;
    - ii. WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE;
    - iii. WARRANTY OF TITLE; OR
    - iv. 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. Triton shall not be liable for a breach of the warranty set forth in Section 9(a) unless:
    - i. Buyer gives written notice of the defect, reasonably described, to Triton within 21 days of the time when Buyer discovers or ought to have discovered the defect;
    - ii. Triton is given a reasonable opportunity after receiving the notice to examine such goods and Buyer (if requested to do so by Triton) returns such goods to Triton's place of business at Triton's cost for the examination to take place there; and
    - iii. Triton reasonably verifies Buyer's claim that the goods are defective.
  - e. Triton shall not be liable for a breach of the warranty set forth in Section 9(a) if:
    - i. Buyer makes any further use of such goods after giving such notice;
    - ii. the defect arises because Buyer failed to follow Triton'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 Triton.
  - f. Subject to Section 9(d) and Section 9(e) above, with respect to any such goods during the Warranty Period, Triton 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 provided that, if Triton so requests, Buyer shall, at Triton's expense, return such goods to Triton.
- g. The remedies set forth in Section 9(f) shall be the Buyer's sole and exclusive remedy and Triton's entire liability for any breach of the limited warranty set forth in Section 9(a).

**10. Limitation of Liability.**

- a. IN NO EVENT SHALL TRITON 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 TRITON 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 SHALL TRITON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO TRITON FOR THE GOODS SOLD HEREUNDER.
- c. The limitation of liability set forth in Section 10(b) above shall: (i) only apply to the fullest extent permitted by law and (ii) not apply to liability resulting from Triton's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment.

**11. Termination.** In addition to any remedies that may be provided under these Terms, Triton may terminate these Terms with immediate effect upon written notice to Buyer, if Buyer:

- i. fails to pay any amount when due under these Terms and such failure continues for five days after Buyer's receipt of written notice of nonpayment;
- ii. has not otherwise performed or complied with any of these Terms, in whole or in part; or
- iii. 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.

**12. Waiver.** No waiver by Triton of any of the provisions of these Terms is effective unless set forth in writing and signed by Triton. No failure to exercise, or delay in exercising, any right or remedy arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right or remedy hereunder precludes any other or further exercise thereof or the exercise of any other right or remedy.

**13. Force Majeure.** Triton shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Triton including, without limitation, acts of God, 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, pandemic, 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.

**14. 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 these Terms. Buyer shall comply with all export and import laws of all countries involved in the sale of the goods under these Terms. Buyer assumes all responsibility for shipments of goods requiring any government import clearance. Triton may terminate these Terms if any governmental authority imposes antidumping or countervailing duties or any other penalties on goods.

**15. Severability.** If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. **Notices.** All notices shall be in writing and addressed to the parties at the addresses set forth in 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 or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).
17. **Governing Law.** All matters arising out of or relating to these Terms is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
18. **Resolution of Disputes.** The parties will attempt to resolve any dispute by way of amicable negotiation. If the parties are unable to resolve any such dispute within 30 days, then Buyer accepts the federal or state courts located in Fredericksburg, Virginia as exclusive jurisdiction, or at Triton's option, the dispute shall be referred to arbitration to be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with such Rules.