

USC TERMS AND CONDITIONS OF SALE

- 1. DEFINITIONS.** As used herein, "Seller" means USC LLC; "Goods" means the goods identified in an order confirmation issued by Seller; and "Buyer" means the person ordering Goods from Seller. "Agreement" means the agreement reflected by the order confirmation issued by Seller and these "Terms and Conditions of Sale."
- 2. CONTROLLING TERMS.** THE AGREEMENT IS THE ONLY AGREEMENT UNDER WHICH SELLER WILL AGREE TO SELL THE GOODS. NO TERMS AND CONDITIONS IN ANY WAY ALTERING OR MODIFYING ANY PROVISION HEREOF SHALL BE BINDING UPON SELLER UNLESS EMBODIED IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NOTHING IN SELLER'S COURSE OF DEALING OR CONDUCT SHALL CONSTITUTE A WAIVER OF THESE TERMS AND CONDITIONS. BUYER'S PLACING OF AN ORDER FOR GOODS CONSTITUTES BUYER'S UNQUALIFIED ACCEPTANCE OF THESE TERMS AND WAIVER OF ALL OF BUYER'S PROPOSED TERMS. SELLER SHALL NOT BE DEEMED TO HAVE ACCEPTED ANY DIFFERENT OR ADDITIONAL TERMS BY ITS ACCEPTANCE OR FULFILLMENT OF AN ORDER FROM BUYER. ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY BUYER ARE HEREBY OBJECTED TO AND REJECTED BY SELLER.
- 3. QUANTITY.** Upon Seller's issuance of an order confirmation, Buyer's order for the Goods shall constitute a non-cancellable order for the Goods in the quantities set forth in that order confirmation (plus or minus two percent (2%) based on carrier capacity and loading variance). Buyer agrees that Seller may reasonably rely on its order and incur costs and expenses related to the fulfillment of Buyer's order. Seller shall make reasonable efforts to fulfill the Agreement in the quantities requested, but Seller shall not be liable for any failure to do so and Seller may modify the Agreement to the quantity, if any, that Seller is able to fulfill. Seller may cancel or modify the Agreement based on Buyer's breach, Seller's insecurity with respect to Buyer's performance of any obligations, delay in Seller's procurement of materials or parts, or unavailability of materials or parts.
- 4. PRICE; PRICE CHANGES; SURCHARGES; SHIPPING COSTS.** The price for Goods shall be as set forth in the Agreement, provided that Seller may increase the prices for the Goods ordered if Seller's cost for materials, cost of parts, and/or other cost, increases. Surcharges may be added by Seller as it deems appropriate to reflect these price increases. **Unless otherwise expressly set forth in the Agreement, the price shall not include any shipping costs, applicable taxes, packaging materials and charges, accessorial or demurrage charges, other special costs or fees, or third party charges, all of which shall be Buyer's responsibility.**
- 5. PAYMENT.** Unless otherwise specified in writing by Seller, Buyer shall pay in U.S. dollars all invoices net 30 days after delivery in accordance with the delivery terms set forth in Section 7 below. All amounts not paid to Seller when due shall incur a charge of the lesser of 1.5% per month or the highest rate allowed by law, to be assessed from the date of the past due invoice. Seller may elect to deliver Goods in installments, and each such installment shall be considered a separate sale and may be invoiced as such. Buyer waives any right of offset or recoupment and shall pay all amounts owed to Seller when due regardless of any claim of Buyer. Seller may, in its sole discretion, cancel orders or suspend deliveries should reasonable grounds for insecurity arise with respect to Buyer's performance of its payment or other obligations. At Seller's sole discretion, all amounts owed by Buyer to Seller shall be accelerated and payable immediately if Buyer fails to make any payment on time or as otherwise required or if Buyer sells or transfers the line of business for which the Goods is purchased or is a participant in a merger or other reorganization.
- 6. SECURITY INTEREST.** Buyer hereby grants a purchase money security interest in the Goods until all payments due to Seller have been made in accordance with the Agreement.

7. DELIVERY; TITLE; STORAGE AND OTHER CHARGES. Seller shall make reasonable efforts to make delivery on the date specified in the Agreement or as otherwise agreed in writing by Buyer and Seller, but Seller shall not be liable for any failure to so deliver. The Goods shall be delivered as set forth in the Agreement in accordance with Incoterms 2020. All risk of loss and title passes to Buyer upon delivery of Goods to Buyer (or its carrier or broker) in accordance with the delivery terms in the Agreement, regardless of whether Seller prepays shipping charges. Seller's breach shall not affect the passing of risk of loss to Buyer notwithstanding any provision of law to the contrary. Any claim by Buyer for shortages in any delivery must be in writing with satisfactory evidence of same and received by Seller within five (5) days of delivery. Buyer's failure to provide timely notice shall constitute Buyer's irrevocable acknowledgement of delivery in full. Upon Seller's verification of any shortage, Seller may, in its discretion, deliver sufficient Goods to complete the Agreement (including adjusting the invoice amount to reflect actual delivered quantities) and deem it fulfilled. Buyer will pay any and all storage, handling, terminaling, detention and other charges that Seller incurs due to any delay by Buyer or its suppliers, contractors, representatives or agents in arranging for or taking delivery of the Goods. Special requests (equipment needs, driver assist, etc.) must be communicated at time of order & will carry additional charges. Seller offers no guarantee of providing extra services. Refusal of appointed delivery carries freight charges as specified by the carrier.

8. WARRANTIES AND DISCLAIMERS. Seller makes only the warranty on Exhibit A to this Agreement. The return policy and other provisions on Exhibit A also apply. This is Seller's sole warranty and Buyer's exclusive remedy. There shall be no third party beneficiaries to this warranty. **SELLER DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.**

9. INSPECTION AND REJECTION. Buyer shall, at its own expense, inspect and test the Goods within the earlier of: (a) prior to shipment to a third party by Buyer, (b) prior to Buyer combining the Goods with any other products or material, or (c) seven (7) days of delivery of the Goods to Buyer. If Buyer rejects the Goods or if its inspection and testing reveals possible Goods defects, Buyer shall not sell or use the Goods and must specify in detail all defects and non-conformities in a written notice to Seller provided so that it is received by Seller within ten (10) days of the delivery of the Goods to Buyer. Buyer's failure to so act constitutes (a) Buyer's acknowledgement that the Goods is of good quality and meets specifications and (b) Buyer's irrevocable acceptance of the Goods. If Seller instructs Buyer to return all rejected Goods, Buyer's failure to promptly do so shall constitute Buyer's irrevocable acceptance of the Goods. No attempted revocation of acceptance by Buyer shall be effective. There shall be no limitation on the period of time in which Seller may cure any defect, non-conformity, or breach, provided Seller continues to make reasonable efforts to cure. In all instances, Buyer's remedies shall be limited to those provided in the Agreement. Buyer shall retain all inspection and testing records for each delivery (and protocols therefor) for a period of at least five (5) years after delivery of the Goods to Buyer. Buyer shall make such records available to Seller or its designated representative for review and copying at Buyer's facilities upon Seller's request.

10. LIMITATION OF LIABILITY. SELLER SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS, SALES OR REVENUES; INCREASED COSTS; DOWNTIME; DAMAGE TO EQUIPMENT, TOOLING, PREMISES, OR GOODS; OR COST OF CAPITAL; EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. SELLER'S MAXIMUM AND ENTIRE LIABILITY TO BUYER SHALL BE LIMITED TO THE PRICE PAID TO SELLER FOR THE GOODS THAT ARE THE SUBJECT OF THE CLAIM. SELLER'S SOLE OBLIGATION AND BUYER'S SOLE REMEDY FOR GOODS THAT SELLER DETERMINES TO BE DEFECTIVE OR NON-CONFORMING AND THAT ARE PROPERLY REJECTED AND RETURNED TO SELLER IN ACCORDANCE WITH THE AGREEMENT SHALL BE FOR SELLER, AT ITS SOLE OPTION, (A) TO REPLACE THEM WITH NON-DEFECTIVE GOODS

DELIVERED IN ACCORDANCE WITH THE DELIVERY TERMS IN THE AGREEMENT OR (B) TO KEEP THE GOODS AND REFUND ANY PURCHASE PRICE ALREADY PAID FOR THE GOODS. THE LIMITATION OF LIABILITY AND DAMAGES DISCLAIMER SET FORTH IN THE AGREEMENT ARE INDEPENDENT OF THE SOLE REMEDY PROVISIONS AND SHALL APPLY EVEN IF THE SOLE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SUCH PROVISIONS REFLECT A NEGOTIATED ALLOCATION OF RISK BETWEEN SELLER AND BUYER AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THEM.

11. **BUYER'S REPRESENTATIONS.** Buyer represents and warrants (a) that it has used its own independent skill and expertise in connection with the selection of the Goods and that it possesses skill and expertise in the transportation, storage, handling, use, sale, disposal, and other disposition of the Goods; (b) that it will comply with all applicable laws in its transportation, storage, handling, use, sale, disposal, and other disposition of the Goods; (c) that it will follow appropriate and safe procedures in accordance with industry standards in its transportation, storage, handling, use, sale, disposal, and other disposition of the Goods; (d) that it will use the Goods only for its intended application; (e) that it will adequately instruct its employees, independent contractors, agents, and customers of the appropriate and safe procedures in accordance with industry standards in the transportation, storage, handling, use, sale, disposal, and other disposition of the Goods; (f) that it will take necessary actions to avoid spills, misuse, and other dangers to persons, property, and the environment; and (g) that it acknowledges empty containers may contain residues and be hazardous when empty and Buyer will follow appropriate and safe procedures in accordance with industry standards in the cleaning and disposition of any empty containers and residues.

12. **INDEMNIFICATION. BUYER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY SELLER AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND INSURERS FROM AND AGAINST ANY AND ALL SUITS, CLAIMS, ACTIONS, DEMANDS, LIABILITIES, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), COSTS, AND LOSSES, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED IN ANY WAY TO BUYER'S TRANSPORTATION, STORAGE, HANDLING, USE, SALE, DISPOSAL, AND OTHER DISPOSITION OF THE GOODS, INCLUDING ANY USES BY BUYER'S CUSTOMERS.**

13. **INTELLECTUAL PROPERTY OWNERSHIP; NONDISCLOSURE.** Buyer's purchase of Goods shall not constitute any transfer to Buyer of any of Seller's intellectual property or rights thereto. Buyer has no interest or rights in Seller's intellectual property. Buyer shall not attempt to reverse engineer any of Seller's Goods. Buyer acknowledges that Seller's specifications, formulations, processes, and other the information relating to the Goods constitute Seller's proprietary and confidential business information, and Buyer agrees that it shall not disclose to any third party or use such information (except in connection with the purchase of Goods from Seller) without Seller's prior written authorization. In the event Buyer is required by law to disclose any of Seller's proprietary and confidential business information, Buyer will exercise its best efforts to protect the confidentiality of same, including, without limitation, promptly notifying Seller of the disclosure obligation in writing before any disclosure is made and complying with Seller's lawful instructions regarding same

14. **FORCE MAJEURE.** Failure of either party to perform hereunder shall not be construed as a breach of the Agreement if such failure to perform is caused by contingencies beyond the reasonable control of the non-performing party, including, but not limited to, riot, war or hostilities between nations, embargoes, government orders, regulations, laws, ordinances or rulings, acts of God, fire, accidents, delays of carriers, lack of transportation or inability to obtain materials. Force majeure conditions shall not excuse payment obligations of any party hereto, including without limitation the obligation to pay storage and handling fees that may be assessed under the Agreement. The non-performing party shall give prompt written notice to the other party of the reason for its failure or inability to perform and the extent and expected duration of its inability to perform. If the event of force majeure impedes Seller's ability to sell or deliver Goods, Seller may apportion its Goods and deliveries among its present and future customers (including itself and its affiliates for their manufacturing operations) on a fair

and reasonable basis that would not reasonably be expected to disproportionately adversely affect Buyer. Seller may make reasonable efforts to obtain alternate Goods from other sources for delivery to Buyer, provided Buyer agrees to pay all additional costs associated with such Goods.

15. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is strictly one of seller and buyer. Neither the Agreement nor the transactions between Buyer and Seller shall in any way (a) create the relationship of principal and agent, (b) create a fiduciary relationship, or (c) a franchise, partnership, or joint venture.

16. **INSURANCE.** The indemnification provisions of Buyer are in addition to, and not in substitution for or a limitation of, the following insurance provisions. Buyer shall obtain and maintain the following insurance coverages with insurers licensed to do business in all jurisdictions in which Buyer does business and having an S&P rating of A or above and/or a Best's rating of A10 or above: (a) Worker's Compensation as required under any worker's compensation law; and (b) Commercial General Liability, including coverage for Contractual Liability and Goods/Completed Operations Liability, for bodily injury, personal injury and property damage liability, with Goods/Completed Operations Liability to extend for two (2) years after the last delivery of Goods under the Agreement, with a limit of at least \$1,000,000 on a combined single limit, per occurrence basis. Buyer's self-insured retention and/or deductible for each of the foregoing policies shall not exceed \$50,000. Upon execution of the Agreement and prior to the date of each policy expiration, Buyer shall provide Seller with a certificate of insurance naming Seller as an additional insured on each of the policies required by the Agreement, other than worker's compensation insurance. The failure of Seller to object to Buyer's failure to furnish a certificate or Seller's failure to object to any defect in such certificate shall not be a waiver of Buyer's insurance obligations. Buyer (i) represents and warrants that all insurance described above shall be primary and noncontributory and any other valid and collectible insurance available to Seller shall be excess; (ii) waives any rights of recovery or subrogation against Seller; (iii) represents and warrants that all retentions and deductibles shall be at the sole expense and for the account of Buyer; and (iv) represents and warrants that no amendments or endorsements to the insurance described above need be issued in order for the representations and waivers contained in items (i) through (iii) of this subsection to be effective against Buyer and its insurers.

17. **WAIVER AND SEVERABILITY.** Seller's failure to enforce any one or more of the provisions of the Agreement shall not be construed as a waiver thereof, nor shall such failure affect the validity of the Agreement or Seller's right thereafter to enforce each and every provision of same. If any provision or paragraph contained in the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be enforced to the extent it is legally enforceable and the remaining provisions of the Agreement shall not be affected.

18. **ASSIGNMENT.** No right, interest, or obligation in the Agreement may be assigned by Buyer and any attempted assignment of same shall be void and ineffective without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. The Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

19. **GOVERNING LAW AND DISPUTE RESOLUTION.** The Agreement shall be interpreted and governed by the laws of the State of Kansas, USA, without regard to any conflict of laws principles. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Law on the Formation of Contracts for the International Sale of Goods shall be applicable to any sales hereunder. In the event a dispute arises between Buyer and Seller that directly or indirectly arises from the Agreement, prior to demanding mediation or arbitration in accordance with the Agreement as set forth below, at least one senior-level executive of Buyer with full decision-making authority shall meet with at least one senior-level executive of Seller with full decision-making authority and engage in good-faith negotiations to resolve the dispute ("Executive-Level Meeting"). The Executive-Level

Meeting shall be held in person on a mutually agreeable date at a mutually agreeable location; however, if Buyer and Seller are unable to agree upon a location, the Executive-Level Meeting shall be held in a conference room at Kansas City Intercontinental Airport in Kansas City, Missouri. In the event Buyer and Seller are unable to resolve any such dispute at the Executive-Level Meeting, they shall submit such dispute to non-binding mediation in Kansas City, Kansas. In the event Buyer and Seller are unable to resolve any such dispute through non-binding mediation, they shall submit such dispute, claim, or controversy to be determined by arbitration in Kansas City, Kansas. Completion of non-binding mediation is a condition precedent to initiating arbitration. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award issued by the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, the parties shall not be precluded from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction nor shall they be required to submit to Executive-Level Meeting negotiations or mediation or arbitration any claims concerning an alleged or actual breach of a party's confidentiality obligations or restrictions on the use or reverse engineering of the Goods. Buyer and Seller acknowledge that the transactions between them involve and affect interstate commerce. Any litigation between Buyer and Seller shall be litigated, if at all, in and before a federal or state court located in the State of Kansas, which is deemed the most proper forum under the circumstances. Such courts are selected to the exclusion of the courts of any other state or country. Buyer acknowledges and hereby waives any and all challenges to personal jurisdiction in the State of Kansas and also waives any right to seek the transfer of venue for any reason whatsoever. No action concerning an alleged breach of Seller's obligations under the Agreement with respect to any shipment of Goods may be commenced more than one year after the delivery of the Goods to Buyer.

20. **NOTICE.** Any notice or other communication required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered: (a) by hand courier; (b) upon delivery by a reputable delivery service such as UPS or FedEx that provides written delivery confirmation, or (c) by facsimile to the facsimile number of the party to be notified (with written confirmation of transmission). Notice shall be effective upon delivery. Either party may change the address, fax number or representative provided for notice in the Agreement by providing written notice of such change to the other party in the manner herein prescribed. Notwithstanding the foregoing, notice to the email addresses set forth in the Agreement may be used for ordering, reporting, pricing changes, changes in specifications, and other routine correspondence.

21. **CAPTIONS.** Titles or captions contained in the Agreement are inserted only as a matter of convenience and for reference, and shall in no way define, limit, extend, or describe the scope or intent of the Agreement or of any provision hereof.

22. **COSTS AND EXPENSES.** Buyer shall reimburse Seller for any and all costs and expenses, including, without limitation, reasonable attorneys' fees, which Seller may incur in connection with Seller's enforcement, whether affirmatively or defensively, of the Agreement.

23. **EXPORT CONTROLS AND OTHER LEGAL COMPLIANCE MATTERS.** Buyer's orders for Goods are made expressly subject to, and Buyer expressly agrees to comply with and abide by, and to cause each of its agents and employees to comply with and abide by, all applicable laws, ordinances, codes and regulations, including the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§78dd-1, et seq., and the U.S. Patriot Act ("USPA"), as they may be amended from time to time, insofar as the same may be applicable, including all rules and regulations now existing or that may be promulgated under and in accordance with any such laws. Buyer further acknowledges that the Goods may be subject to export control laws and regulations and licensing requirements, including U.S. Export Administration Regulations (the "Export Control Laws"). To the extent applicable, Buyer shall comply with all requirements established under the Export Control Laws. Buyer represents and covenants that it has not taken and that it will not take any actions that may subject Seller or any of its affiliated entities or

any of their respective officers, directors, managers, members or employees to liability under the FCPA, the USPA, the Export Control Laws or other applicable laws, ordinances, codes or regulations. Buyer shall cooperate with Seller in any audit or inspection relating to the FCPA, the USPA and the Export Control Laws and promptly upon Seller's request, Buyer shall deliver a certificate to Seller in a form approved by Seller relating to the matters set forth above.

24. **ENTIRE AGREEMENT AND AMENDMENTS.** The Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all prior representations, statements, discussions, understandings and agreements, written and oral, regarding the subject matter hereof. The Agreement may not be altered or amended except in a document signed by a duly authorized representative of Seller and Buyer. **Without limiting the prior sentences, if Seller's personnel are required to enter a "Supplier Portal" or similar website in order to conduct business with Buyer, including viewing required specifications from Buyer and/or reviewing Buyer's orders, and Seller's personnel are required to check an "I Agree" box in order to enter the website, such actions by Seller's personnel WILL NOT constitute agreement to any terms presented by Buyer, on that website or elsewhere, and will not modify the terms of the Agreement as defined above. Seller expressly rejects any "Clickwrap" or "Browsewrap" agreement(s) offered by Buyer at its website.**

25. **SURVIVAL.** Sections 8, 10, 11, 12, 13, 16, 19, and any other provisions that by their nature are intended to survive, shall survive the termination or expiration of the Agreement and the last delivery of Goods to Buyer.

26. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT DISPUTES RELATING TO THE AGREEMENT ARE LIKELY TO INVOLVE DIFFICULT AND COMPLICATED ISSUES. CONSEQUENTLY, EACH PARTY KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MIGHT HAVE TO A TRIAL BY JURY IN ANY LITIGATION PROCEEDING CONCERNING THE AGREEMENT.

27. **NO THIRD-PARTY BENEFICIARIES.** The terms of the Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns and shall not confer any benefits on any other party except to the extent contemplated by the indemnification provisions of the Agreement.

EXHIBIT A

USC, LLC, MANUFACTURER WARRANTY ON SEED TREATING EQUIPMENT

1. Limited Warranty: USC, LLC ("Manufacturer") warrants to the original purchaser that the Products sold hereunder will be free from defects in material and workmanship for a period of 18 months from date of shipment by Manufacturer for all seed treating equipment and a period of 12 months from date of shipment by Manufacturer for all grain and fertilizer handling equipment.

If the Products do not conform to this Limited Warranty during the warranty period, Buyer shall notify Manufacturer in writing (on the approved USC warranty claim form) of the claimed defects and demonstrate to Manufacturer satisfaction that said defects are covered by this Limited Warranty (through pictures, video or other objective data). If the defects are properly reported to Manufacturer within the warranty period, and the defects are of such type and nature as to be covered by this warranty, Manufacturer shall, at its expense, furnish replacement Products or, at Manufacturer's option, replacement parts for the defective products. Shipping and installation of the replacement Products or replacement parts shall be at the Buyer's expense.

All replacement parts orders through Manufacturer will carry their specific manufacturer's standard warranty. There is no warranty on replacement parts manufactured by Manufacturer. Manufacturer will not extend any warranty due to replaced parts. The end user is responsible for all shipping and handling expenses for parts returned to Manufacturer under this section which may or may not be included in that specific warranty.

2. Other Terms and Limits: Manufacturer does not warrant against damages or defects arising from improper installation (where installation is by persons other than Manufacturer), against defects in products or components not manufactured by Manufacturer, or against damages resulting from such non-Manufacturer made products or components. Manufacturer passes on to the Buyer the warranty it received (if any) from the maker of such non-Manufacturer made products or components. This warranty also does not apply to Products upon which repairs and / or modifications have been affected or attempted by persons other than pursuant to written authorization by Manufacturer. This includes any welding on equipment which could damage electrical components. Manufacturer does not warrant against injuries or damages resulting from misuse and / or abuse of Products, improper storage or handling, acts of nature, effects of weather, including effects of weather due to outside storage, accidents, or damages incurred during transportation by common carrier or Dealer/customer arranged freight. Any replacement or repair covered under this warranty will not extend the warranty period. The remainder of the manufacturer's warranty will remain in force until stated expiration.

3. Other Statements: Manufacturer's employees or representatives' oral or other written statements do not constitute warranties, shall not be relied upon by Buyer, and are not a part of the contract for sale or this limited warranty. The USC Warranty Manager is the final decision point for all warranty claims.

4. Return Policy: Approval is required prior to returning goods to Manufacturer irrespective of warranty claim. Manufacturer may give a credit, less a 15% restocking fee, for goods that are returned in new, sellable condition. Items returned for warranty that are found to be not covered by the warranty will remain the property of the Buyer. The Buyer will have the ability to have part returned at their expense or, if in new, sellable condition, receive a credit less a 15% restocking fee and less any USC paid freight for its return.