



VENDER GENERAL TERMS AND CONDITIONS

Last Amended: November 2018

1. **Applicability.** These Vendor General Terms & Conditions (these “Terms”) are the only terms that govern the sale to Ryeco, LLC (“Ryeco”) of any goods or services (“Deliverables”) by a third-party vendor (“Vendor”).
2. **Priority.** These Terms, any applicable purchase order signed by Ryeco, and the Vendor’s quotation, order acknowledgement, and invoice (collectively, the “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 Vendor’s general terms and conditions of purchase regardless of whether or when Vendor has submitted its purchase order or such terms. Ryeco’s placement of an order for Deliverables or acceptance of Vendor’s Deliverables does not constitute acceptance of any of Vendor’s terms and conditions and does not serve to modify or amend these Terms.
3. **Deliverables & Payment Terms.**
 - a. *Deliverables.* Vendor will use its best efforts and due diligence to provide Ryeco the goods or services (“Deliverables”) as set forth in the Agreement.
 - b. *Fees & Expenses.* In consideration for the Deliverables provided by Vendor and the rights granted to Ryeco under this Agreement, Ryeco shall pay the fees set forth in the Agreement (the “Fees”). Payment to Vendor of the Fees will constitute payment in full for the Deliverables, and Ryeco shall not be responsible for paying any other fees, costs or expenses.
 - c. *Invoicing.* Vendor will invoice Ryeco monthly for all Fees in U.S. dollars in the immediately preceding month and for any reimbursable expenses authorized by Ryeco. Vendor will maintain appropriate records to support the charges identified in each month’s invoice and Vendor shall make such records available to Ryeco for inspection and review within three (3) business days upon request.
 - d. *Invoice Delivery Date.* Vendor will submit its monthly invoice to Ryeco in writing by the fifteenth (15th) day of the month for all services rendered in the previous month. If Vendor fails to deliver such invoice by such date, then any fees for services rendered the previous month will be deemed waived and not chargeable.
 - e. *Invoice Payment.* Payment terms for all invoices shall be net 30 days from the date that Ryeco received the invoice.
 - f. *Currency.* The Fees and all monetary amounts set forth in any invoice issued by Vendor shall be denominated in U.S. dollars. If the Fees (or any component thereof) are denominated by Vendor in a currency other than U.S. Dollars, they shall be converted to U.S. Dollars as of 12:00 noon (Atlanta, Georgia time) on the date of the applicable purchase order, based on the then-effective exchange rate as published by the International Monetary Fund.
 - g. *Setoff Permitted.* Without prejudice to any other right or remedy it has or may have, Ryeco may, without notice to Vendor, set off or recoup any liability it owes to Vendor against any liability for which Ryeco determines Vendor is liable to Ryeco, whether either liability is matured or unmatured or arises under this Agreement.
4. **Change Orders.**
 - a. *Procedures.* If either Party wishes to change the scope or performance of the Deliverables, it shall submit details of the requested change to the other Party in writing. Vendor will, within a reasonable time after such request, provide a written estimate to Ryeco of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Deliverables arising from the change; (iii) the likely effect of the change to the Deliverables;

and (iv) any other impact the change might have on the performance of this Agreement.

- b. *Form.* Promptly after receipt of the written estimate, the Parties will negotiate and agree in writing on the terms of such change (a “Change Order”). Neither Party will be bound by any Change Order unless mutually agreed upon in writing.
- c. *Immaterial Changes.* Notwithstanding the foregoing, Vendor may, from time to time change the Deliverables without the consent of Ryeco provided that such changes do not materially affect the nature or scope of the Deliverables, of the fees or any performance dates set forth in the Agreement.

5. **Delivery Terms.**

- a. *Risk of Loss.* Vendor, at its sole expense, shall ship all tangible Deliverables FOB destination, freight prepaid (North America) or DDP (Incoterms 2010) to the Ryeco facility designated in the Agreement or to such other place as Ryeco may direct; provided however, if Vendor is a freight carrier, it shall deliver designated goods designated in the Agreement or to such other place as Ryeco may direct. In all cases, Vendor shall bear the risk of loss of the shipment. Upon request by Ryeco, Vendor shall initiate and expedite all claims for loss or damage during shipment. In addition to any other remedies available to Ryeco, at Ryeco’S option, damaged Deliverable will be repaired or replaced on a rush basis and at no extra cost to Ryeco. No invoices will be paid towards damaged Deliverables until the claims are settled, and the payment period shall be extended accordingly.
- b. *Import/Export.* Unless Vendor is a freight carrier, Vendor shall comply with all applicable laws regarding import and export; and (ii) Vendor agrees that Ryeco is purchasing on a duty-paid basis after entry (and acknowledges that Ryeco expressly declines to serve as importer of record) and Vendor assumes responsibility for the importation of any equipment, parts, or materials in accordance with applicable laws, including but not limited to: (a) either serving as importer of record (as a resident importer or a non-resident importer, as applicable) or retaining a licensed customs broker to serve as importer of record on Vendor’s behalf; (b) declaring accurate tariff classifications, customs values, countries of origin, and quantities, as applicable; (c) making payment of all resulting taxes, whether due at entry, after entry, at liquidation, or after liquidation (including but not limited to any applicable customs, antidumping, countervailing or similar duties); and (d) maintaining records required in connection therewith for the requisite period(s) of time. Vendor represents and warrants to Ryeco that Contractor is able to comply with its obligations under this Section.

6. **Termination.** Ryeco may terminate the Agreement, with or without cause, at any time, and for any reason or for no reason on written notice, effective immediately after receipt by Vendor or such other date as mutually agreed to by the parties.

7. **Publicity.** Any uses and displays, by Vendor and its agents, representatives and licensees, of any Deliverables to Ryeco in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising and publicity, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during or after the term of the Agreement, will only be permitted for legitimate commercial and business purposes of Vendor (“Permitted Uses”). Any Permitted Uses must first be approved in writing by Ryeco.

8. **Ownership of Intellectual Property.**

- a. *Work Product.* Vendor agrees and acknowledges that all work product and other intellectual property, together with all of the goodwill associated therewith, derivative works and all the other rights, title and interest in such work product, created specifically for Ryeco by Vendor under this Agreement (the “Work Product”) becomes and is the sole and exclusive property of Ryeco. To whatever extent Vendor retains rights in the Work Product, it assigns and grants to Ryeco an

unlimited, perpetual, irrevocable, exclusive, transferrable, royalty-free, worldwide right and license to use the Work Product in any manner Ryeco so chooses.

- b. *Developments.* All Work Product, discoveries, creations, designs, concepts and ideas whether or not such are patentable or quality or represent a tradename, trademark or service mark or represent material which can qualify for copyright protection, including processes, methods, techniques as well as improvements thereto (the foregoing collectively referred to as “Developments”) conceived or developed by Vendor, including any of Vendor’s agents, alone or with others, which (i) result from or relate to the Deliverables; or (ii) which Vendor or its agents may receive from Ryeco while providing such Deliverables; or (iii) result from the use of Ryeco’s materials or property shall be the property of Ryeco. Vendor hereby assigns its entire right, title and interest in and to all such Developments and any intellectual property rights arising therefrom.
9. **Confidential Information.** All non-public, confidential or proprietary information of Ryeco, including but not limited to: (a) Ryeco’s product lines (b) edge crack detection systems, sheet break detection systems, web marking systems, computer programs, codes, configurations, designs, procedures, processes, products, customer and client lists, customer and client information, job files (including jobs sold and prospective jobs), customer quotations (including quotations to prospects), distributor lists, and buyer lists (c) business processes, practices, methods, policies, plans, documents, research, operations, strategies, techniques, agreements, contracts, terms of agreements, know-how, trade secrets, financial information, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, payroll information, staffing information, personnel information, supplier lists, market studies, revenue, inventions, original works of authorship, and customer lists of Ryeco; (d) sales and marketing plans, information about costs, profits, losses, markets, sales, investments, human resource information, information arising in connection with investigations carried out by Ryeco, company stock information, and customer and client lists; (e) research and development, prototypes, plans for future development, and new product lines and distribution; (f) all documents, books, legal documents, papers, drawings, models, sketches, and other data of any kind designated as, or reasonably appearing to be confidential or proprietary; and (g) written or verbal instructions or comments, and confidential information acquired by Ryeco from another company, individual or entity subject to a secrecy and proprietary rights agreement, and whether or not marked, designated or otherwise identified as “confidential” in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Ryeco in writing. Upon Ryeco’s request, Vendor will promptly return all documents and other materials received from Ryeco. Ryeco will be entitled to injunctive relief for any violation of this Section. This Section survives termination of the Agreement. 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.
10. **Indemnification.** Vendor shall indemnify, defend, and hold harmless Ryeco, its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, “Losses”), relating to any claim of a third party or Ryeco arising out of or occurring in connection with the Deliverables, Work Product, Vendor’s negligence, willful misconduct, or breach of this Agreement. Vendor shall not enter into any settlement without Agent’s prior written consent. This indemnification provision shall not apply to claims resulting directly from Ryeco’s gross negligence or Ryeco’s breach of the Agreement.
11. **Default.** In the event that at any time Vendor is in default under any terms of any order arising out Ryeco Vender General Terms and Conditions

of the Agreement or any other order, Ryeco reserves the right to withhold any payments due to Vendor and cancel any or all orders and to hold Vendor liable for any damages and expenses incurred by Ryeco.

- 12. Remedies Available on Breach.** In the event either party breaches any provision of the Agreement, the non-breaching party shall be entitled to recover its reasonable attorneys' fees and any and all damages set forth by applicable law and in addition either Party shall be entitled to equitable remedies, including but not limited to preliminary and permanent injunctive relief, and Vendor agrees that any breach by it of any of the provisions relating to Confidential Information would result in irreparable harm to Ryeco and entitle Ryeco to be granted any and all equitable relief set forth by applicable law.
- 13. Miscellaneous.** Time of delivery of the Deliverables is of the essence. The obligations of Vendor under the Agreement will survive its termination. Unless the context requires otherwise, the term "including" means "including but not limited to." If any part of the Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable. The Agreement is binding upon Vendor, and inures to the benefit of Ryeco and Ryeco's successors and assigns. Vendor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Ryeco. Georgia law applies to the Agreement without regard to any choice-of-law rules that might direct the application of the laws of any other jurisdiction. ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL BE BROUGHT IN THE COURTS OF COBB COUNTY, GEORGIA OR THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA AND THE PARTIES CONSENT TO THE JURISDICTION OF SUCH COURTS. All notices and other communications required or permitted under the Agreement must be in writing and must be sent to the Party at that Party's address set forth below and or at whatever other address the Party specifies in writing: To Vendor: as set forth on the face of the quotation, purchase order, order acknowledgment, or to such other address that may be designated by Vendor; and to Ryeco: 810 Pickens Industrial Dr. Marietta, GA 30062. All notices shall be delivered by personal delivery, e-mail (if such e-mail is identified in the Agreement) or by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the 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. The parties acknowledge that they have read these Terms and that they have accented to them voluntarily and knowingly. This Agreement may not be modified except in a writing signed by both Parties. No waiver by either Party of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by the waiving Party. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the 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. Ryeco reserves the right to unilaterally correct clerical, arithmetical, or stenographic errors or omissions in quotations, order acknowledgements, invoices, or other documents.