

## Standard Terms and Conditions of Purchase

**1. Acceptance of Contract; Orders:** These Standard Terms and Conditions of Purchase (these "Terms") govern the relationship between the Sport Group Holding entity ("Buyer") that purchases goods or services ("Goods" or "Services") from the seller of such Goods or Services ("Seller"). To form a legally binding agreement, Buyer shall issue a written order to Seller ("Order") with an order number for the Goods and Services unless another process is agreed (e.g. electronic data interchange (EDI), vendor-managed inventory (VMI) or consignment stock). Seller agrees to be bound by these Terms when it signs and returns an acknowledgement copy of the Order, indicates its acceptance of the Order in writing, or delivers any of the ordered Goods to Buyer or renders any of the ordered Services. The Order shall be subject solely to these Terms; any additional or different terms proposed by the Seller are rejected unless expressly accepted in writing by an authorized representative of Buyer. These Terms together with the Order and any specifications, drawings, data, and other documents attached to the Order or incorporated into the Order by reference constitutes the entire agreement between Buyer and Seller (this "Agreement"). No modification of this Agreement shall be binding upon Buyer unless in writing and signed by Buyer's authorized representatives.

**2. Prices; Invoices:** Goods and/or Services shall be provided at the prices set forth in the Order. Prices in the Order may not be increased without Buyer's written consent. Each invoice shall contain the following information: Order number, date, order line item, material number, description of items, quantities, unit prices, and any other information specified elsewhere herein. Unless otherwise specified in the Order, the prices set forth in the Order include all applicable federal, state, and local taxes, customs or duties. All such taxes shall be stated separately on Seller's invoice. At all times, Seller warrants that the prices set forth in the Order are no less favorable than those currently extended to any other customer for the same or similar goods in equal or less quantities. Seller further warrants that the prices charged to Buyer are in compliance with all applicable government laws, rules, and regulations.

**3. Payment:** Payments shall be made within Terms as listed on the purchase orders, Standard terms are 2% 30, Net 45 or Net 45 days of the date of delivery. All payments shall be made U.S. dollars. Buyer may at any time setoff any amount owed by Seller or any of its affiliated companies to Buyer.

**4. Changes:** Buyer reserves the right at any time to change any of the following provided that any change must be submitted in writing: (a) specifications, drawings, and data for items manufactured to specifications provided by Buyer or which are otherwise specially designed for Buyer; (b) methods of shipment or packing; (c) place, time or manner of delivery; and (d) quantities. If any such change causes an increase or decrease in the cost of, or the time required for performance of the Agreement, an equitable adjustment shall be made in the Agreement price, delivery schedule, or both. Any claim by Seller for adjustment under this clause must be submitted no later than ten (10) days after the change is made and approved by the Buyer in writing before the Seller proceeds with such change. Buyer shall not be liable for any price increases for work performed prior to a written modification indicating the price change signed by Buyer. **IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATORY PROFITS OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. BUYER'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO AN ORDER, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE GOODS PURCHASED UNDER SUCH ORDER.**

**5. Delivery:** Time is of the essence. Unless otherwise specifically provided on the face of the Order, all Goods shall be delivered DDP (Incoterms 2020) to the delivery address stated by Buyer. Buyer shall be entitled to choose the carrier and the mode of transport. Seller shall bear all risk of loss, damage, or destruction to the Goods until final acceptance by Buyer at destination. Each delivery shall be accompanied by packing or delivery notes specifying the contents and the necessary order details (order number, date of order, order line item, material number, quantity). Title to the Goods shall pass to Buyer upon delivery. If ordered Goods and Services are not provided in the quantities and at the time specified, Seller shall have a five (5) day period to correct any deficiency. If not corrected, Buyer reserves the right, without liability, and in addition to other rights and remedies provided under this Agreement or applicable law, to take the following actions or any combination thereof: (a) direct expedited shipping of Goods (the difference in cost between the expedited shipping and standard shipping costs to be paid by Seller), or (b) terminate this Agreement by notice effective when received by Seller as to all or any specified Goods not yet shipped or Services not yet rendered with Seller to refund payments Buyer has made, if any, for such Goods or Services, or (c) to purchase substitute goods or services elsewhere and charge Seller for the difference between the cost of substitute goods and the sales price. Seller shall be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's shipping instructions. Buyer will have no liability to pay for Goods delivered to Buyer which exceed quantities specified in the Order and delivery schedules. Buyer may at its option retain such Goods and pay for them at the unit price or reject and return such Goods at Seller's expense, including transportation charges both ways. Buyer will not be liable for any material or production cost incurred in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedules.

**6. Inspection and Acceptance:** Receipt or payment for any Goods under this Agreement shall not constitute acceptance thereof. All Goods or Services purchased hereunder are subject to inspection by Buyer either before or after payment. Buyer's count of Goods shall be conclusive. Buyer reserves the right to reject Goods or Services which do not comply with the Order including instructions, specifications, drawings, and data or Seller's warranties (expressed or implied). Rejected Goods will be returned to Seller for full credit or replacement at Buyer's sole option and at Seller's risk and expense, including all transportation charges. No replacement of rejected Goods shall be made unless agreed to by Buyer in writing. Acceptance of any part of the Goods shall not bind Buyer to accept future shipments, nor deprive it of the right to return nonconforming Goods already accepted. Acceptance of all or any part of the Goods shall not waive Buyer's right to cancel or return all or any portion of the Goods because of failure to conform to this Agreement, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing costs, damage to Goods caused by improper boxing, crating or packing and loss of profits or other damages incurred by the Buyer. Such rights shall be in addition to any other remedies provided by law.

**7. Force Majeure:** Neither party shall be liable for delays or defaults due to causes solely beyond its control and without its fault or negligence, including but not limited to fires, floods, and Acts of God or government, provided however, that as soon as Seller has reason to believe that Goods or Services will not be delivered when scheduled, written notice setting forth the cause of the anticipated delay must be given immediately to Buyer.

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**8. Packing, Drayage and Containers:** No charges for packing, drayage or containers will be allowed unless specified on the face of the Order, or specifically listed as an additional and separate charge which is agreed to in advance in writing by Buyer. Seller shall be liable for damage to Goods caused by improper boxing, crating or packaging. Packaging requiring a deposit may be returned for full credit at Buyer's option.

**9. Seller's Warranties:** Seller hereby represents and warrants that: (a) all Goods and Services provided hereunder shall be new at the time of delivery, of merchantable quality and fit for Buyer's purposes, (b) all Goods and Services shall conform with the Order and all descriptions and specifications, (c) all Goods and Services furnished hereunder shall conform to all representations, affirmations, promises, samples or models forming the basis of this Agreement, (d) all Services performed for or on behalf of the Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects, (e) all Goods shall be free of defects in design, materials or workmanship, (f) Seller has conveyed good title to the Goods to Buyer, free and clear of any and all liens, encumbrances or other charges of any kind; and (g) the country of origin is correctly stated. Seller agrees that, to the extent applicable, these warranties shall survive for a period of minimum one (1) year from acceptance of the Goods and Services and are in addition to any warranties of additional scope given by Seller to Buyer and all warranties provided by law. In the event of any breach of warranty, Buyer may invoke any of the following rights and remedies or a combination thereof, as well as any other remedies provided by law: (i) require Seller to repair or replace the Goods (at Buyer's option) so that they conform to Seller's warranties, (ii) repair the Goods or have them repaired by a third party so that they conform to the warranties at Seller's expense; or (iii) return the Goods to Seller for a full refund of the purchase price and any transportation or other incidental charges incurred by Buyer.

**10. Property of Buyer:** Unless otherwise provided in the Order or agreed to in writing, Buyer's property furnished to or made available to Seller, including but not limited to all tooling, tools, equipment and material and any replacement thereof, shall remain the sole property of Buyer. Such property, other than materials, shall not be modified without the written consent of the Buyer. Buyer's property shall be plainly marked or otherwise adequately identified by Seller as the property of Buyer and shall be safely stored separately and apart from Seller's property. Seller shall not use such property except for performance of work hereunder or as authorized in writing by Buyer. Such property while in Seller's possession or control shall be kept in good condition, shall be held at Seller's risk, and shall be kept insured against damage or loss by Seller, at its expense, in an amount equal to the replacement cost, with loss payable to Buyer. To the extent such property is not material consumed in the performance of the Order, it shall be subject to inspection and removal by Buyer at any time and Buyer shall have a right of entry for such purposes without liability to Seller. When directed by Buyer, Seller shall disclose the location of such property and/or prepare it for shipment and ship it to Buyer in as good condition as originally received by Seller; reasonable wear and tear is accepted.

**11. Special Tooling:** If the price stated on the face of the Order includes special dyes, jigs, tools, and/or patterns used in the manufacture of the Goods ordered hereunder, then such special dyes, jigs, tools or patterns shall be and become the property of Buyer. No dyes, jigs, tools, patterns, drawings, or specifications supplied to Seller by, or otherwise belonging to Buyer shall be used in the production, manufacturer design of any products other than those called for by the Order, except with the written consent of Buyer. Upon termination of the

Order, such dyes, jigs, tools patterns, drawings or specifications belonging to Buyer shall be disposed of as directed by Buyer. All such dyes, jigs, tools, patterns, drawings, or specifications shall be fully insured by Seller against loss by fire and other perils covered in a standard extended coverage endorsement while in Seller's possession.

**12. Confidential Information and Proprietary Rights:** The terms of the Order (including pricing), together with all technical information in the nature of designs, blueprints, specifications, engineering data for production or product know-how, which is supplied to the Seller by the Buyer or by third parties on behalf of Buyer to facilitate or assist in the performance of this Agreement, shall remain the sole and exclusive property of Buyer and, unless otherwise agreed in writing by Buyer, shall be considered Buyer's "Confidential Information" and kept confidential by the Seller. Seller may only use Buyer's Confidential Information for the express purpose of performing this Agreement for Buyer. Seller will use and cause its employees and agents to use extreme caution not to disclose any Confidential Information of Buyer, either directly or by incorporation of such information in, or its use in, manufacturing products for others. Upon completion of the Order or at any other time upon request, all documents or other materials containing such Confidential Information shall be returned to Buyer or shall be destroyed. Seller may not disclose its business relationship with Buyer or any Buyer Confidential Information without Buyer's prior written consent. Additionally, Seller hereby transfers and irrevocably assigns to Buyer all rights in and to any invention, improvement or discovery (whether or not patentable), conceived or first reduced to practice in the performance of this Agreement by any employee of the Seller or other person working under Seller's direction. Upon completion of performance of this Agreement, Seller shall deliver to Buyer a complete copy of the documentation relating to any such invention, improvement or discovery.

**13. Indemnification:** Seller shall, at Seller's sole cost and expense, indemnify and hold harmless Buyer, its affiliates, and its and their officers, directors, employees, agents, customers and assigns, from and against any and all claims, liabilities, damages, costs and expenses, including attorneys' fees, arising from: (a) any products liability claims relating to Goods and Services supplied pursuant to this Agreement; (b) failure of such Goods or Services to conform to applicable safety standards, warranties, specifications or requirements; and (c) infringement by such Goods or Services of any patent, copyright or other intellectual property or proprietary right of a third party.

**14. Insurance:** Seller shall maintain in force adequate levels of insurance from any losses arising out of this Agreement including, without limitation, Commercial General Liability Insurance with policy limits of at least \$2,000,000 per occurrence and \$2,000,000 annual aggregate. Further, if Seller's services are of a professional nature, Seller shall maintain professional liability insurance with policy limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. Buyer, its parent, subsidiary and affiliated companies, and any of their directors, officers, employees or representatives shall be named as additional insureds on all such policies (except for worker's compensation, and, if applicable, professional liability) with a corresponding waiver of rights of subrogation against any additional insureds. All such policies shall be issued by insurance companies licensed in the state in which services are to be performed and that maintain an AM Best rating of A -VIII or better. Seller shall be fully responsible for the payment of any deductible or self-insured retention, which shall not exceed \$25,000 in any

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policy without Buyer's written permission. Seller shall furnish Buyer with certificates of insurance demonstrating that the above required (or better) policies are in place and, where applicable, confirming additional insured status and waivers of subrogation. Seller shall furnish Buyer with copies of the policies upon Buyer's written request. Compliance by Seller with insurance requirements does not in any way affect Seller's indemnification obligations. Seller is solely responsible for assessing the adequacy of its insurance, and Buyer in no way represents that the limits specified above are adequate to protect Seller's interests. In the event that Seller utilizes subcontractors, Seller shall require each subcontractor to maintain its separate insurance complying with the terms hereof.

**15. Country of Origin; Related Requirements.** Seller hereby warrants that all of the Goods specified in the Order are of U.S. origin, within the meaning of the customs laws of the United States, as presently interpreted by the U.S. Customs Service, unless before the time it supplies any Goods Seller notifies Buyer in writing of a different country of origin, in which case, it shall give full details regarding such country of origin. Upon Seller's notification of a different country of origin, Buyer may either reject or accept the Goods by written instruction. If Seller supplies Goods of foreign origin under the Order and fails to notify Buyer in writing, or notifies Buyer incorrectly of the country of origin, whether through negligence or without negligence, Seller shall indemnify Buyer for all its expenses, duties, penalties, damages, including compromise or mitigated settlements, and attorney's fees incurred by Buyer by such failure to notify or by any incorrect notification.

**16. Termination for Convenience:** Buyer may terminate this Agreement and/or the performance of work under the Order in whole or in part upon written notice of termination, whereupon the Seller will promptly stop work on that date accordingly. Seller will promptly advise the Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that the Seller can make thereof. Seller will comply with the Buyer's instructions regarding transfer and disposition of title to such work and material. Within 60 days after receipt of such notice of termination, the Seller will submit all its claims resulting from the termination. Buyer will have the right to inspect all finished Goods and to audit the cost of all work in process and raw material applicable to the terminated work. Buyer will not be responsible for any items used or sold by the Seller, or the cost of any defective, damaged or destroyed work or material. Buyer will make no payments for finished work, work in process or raw materials fabricated or procured by the Seller in excess of any Order (or permission to proceed with part of an Order) or after receipt of notice of termination. Notwithstanding the above, payments made under this clause shall not exceed the sales price specified in this Order. Payment made under this clause will constitute the Buyer's only liability in the event this Agreement or the Order is terminated hereunder. This provision will not apply to any cancellation by the Buyer for default by the Seller or for any other cause allowed by law or under this Order.

**17. Compliance With Applicable Laws:** Each Party shall comply with all applicable laws, including without limitation, government export control, and privacy and data protection laws.

**18. Material Safety Data Sheets:** Seller warrants that a copy of any change to a Material Safety Data Sheet (MSDS) for chemicals, compounds or hazardous materials is forwarded to the Buyer's Purchasing departments in advance of

shipment or enclosed with the shipment of the supply to the Buyer's premises.

**19. Waiver:** The failure of Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

**20. Assignment and Subcontracting:** None of the sums due or to become due, nor any of the work to be performed under this Agreement shall be assigned by Seller without Buyer's prior written consent. Buyer shall remain fully responsible for Goods or Services that are assigned or performed by any subcontractor.

**21. Law Governing; Forum; Attorney's Fees:** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia. Any dispute which arises under this Agreement which cannot be resolved amicably by the parties shall be settled by binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association in Atlanta, Georgia. Judgment upon the award rendered may be entered in any court having competent jurisdiction. Costs and expenses of the arbitration shall be borne equally by the parties unless otherwise provided by the arbitrator(s). Notwithstanding the foregoing, claims for non-payment, fraud, or infringement of intellectual property may be brought in any court of competent jurisdiction and shall not be subject to binding arbitration.