

PURCHASE ORDER TERMS AND CONDITIONS

Any person or entity ("Vendor", "you" or "your") who wants to supply goods ("Goods") to D&S Car Wash Equipment Company LLC ("Buyer", "we", "us", or "our") must accept these Purchase Order Terms and Conditions ("Terms") without change.

1. PURCHASE ORDERS; ACCEPTANCE: These Terms govern the purchase of Goods from you. We are not obligated to purchase, and you are not obligated to sell, Goods until you accept our purchase order ("PO") in writing or take any steps to perform in accordance with our PO. You will not substitute Goods or combine or consolidate POs without our consent. Terms specified in PO confirmations or other communications sent by you to us are not binding unless agreed to in writing by both parties. We may modify or withdraw POs at any time before it is accepted by you. Your acceptance to any PO is conditional upon your adherence to these Terms, which shall prevail over any terms or conditions in any other documentation provided by you in connection with any PO.

2. DELIVERY: You shall deliver the Goods in the quantities and on the date(s) specified in applicable PO or as otherwise agreed in writing by the parties ("Delivery Date"). All Goods shall be delivered to the address specified in the applicable PO (the "Delivery Location") during normal business hours or as otherwise instructed by us. Timely delivery of the Goods is of the essence. If you fail to deliver the Goods in full on the Delivery Date, then we may terminate the PO immediately by providing written notice to you and you shall indemnify us against any losses, claims, damages, and reasonable costs and expenses attributable to such failure to deliver the Goods on the Delivery Date.

3. QUANTITY: If you deliver more or less than the quantity of Goods ordered, we may reject all or any excess Goods at your risk and expense. If we accept delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. SHIPPING TERMS; TITLE; RISK OF LOSS: Unless otherwise indicated on the PO or agreed by both parties in writing, delivery shall be made DDP Buyer's Delivery Location, Incoterms 2020. You shall give written notice of shipment to us when the Goods are delivered to a carrier for transportation. Title passes to us upon, and you bear the risk of loss until, delivery of the Goods to the Delivery Location. All Goods shall be packed in a manner sufficient to ensure that the Goods are delivered to us in undamaged condition.

5. INSPECTION; REJECTION OF NON-CONFORMING GOODS: We reserve the right to inspect the Goods on or after the Delivery Date. If we reject any portion of the Goods, we reserve the right, upon written notice to you, to: (a) rescind the PO in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If we require replacement of the Goods, you shall, at your expense, promptly replace the nonconforming Goods and pay for all related expenses. If you fail to timely deliver replacement Goods, we may replace them with goods from a third party and charge you the cost thereof.

6. PRICE: The price of the Goods is the price stated in a PO (the "Price"). Unless otherwise specified in a PO, the Price shall be in U.S. dollars and include all packaging, transportation, insurance, fees, taxes, and any other costs required to deliver the Goods to the Delivery Location.

7. PAYMENT TERMS: You shall issue an invoice to us on or any time after completion of delivery and only in accordance with these Terms. We shall pay all properly invoiced amounts due to you within the due date timeframe listed on the PO or 60 days if no due date is

listed on applicable documentation after our receipt of such invoice, except for amounts disputed by us in good faith.

8. SETOFF: Without prejudice to any other right or remedy, we reserve the right to set off against any amounts payable to you by us.

9. WARRANTIES: You warrant that for a period commensurate with the PO, or 12 months from the Delivery Date if not stated in the PO, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by us. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date we discover that the Goods do not comply with these warranties.

10. INDEMNIFICATION: You shall defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, and Buyer's customers (collectively, "Indemnitees") against any claims, losses, judgments, penalties, fines, interest, reasonable attorney and professional fees, or costs of any kind suffered or incurred by an Indemnitee directly or indirectly arising from: (a) any death of our injury to any person, damage to any property or any other damage or loss due to any defect in or use of any Goods; (b) any breach of the warranties set out in clause 9; (c) any product recall or safety alert; (d) any claim that our or Indemnitee's use or possession of the Goods infringes or misappropriates the intellectual property rights of any third party; or (e) your negligence, willful misconduct or breach of these Terms.

11. INSURANCE: During the term of any PO, you shall, at your own expense, maintain and carry insurance in full force and effect, including commercial general liability in a sum no less than \$500,000 of covered liability, and workers' compensation insurance in the amounts required by law with financially sound and reputable insurers. Upon our request, you shall provide us with a valid certificate of insurance from your insurer. You shall provide us with 30 days' advance written notice in the event you cancel or materially change your insurance policy.

12. COMPLIANCE WITH LAW: You shall fully comply with all applicable laws and regulations in connection with the purchase and sale of Goods. You warrant that you have, and shall maintain in effect, all licenses, permissions, authorizations, consents and permits required to carry out your obligations under these Terms and/or any PO.

13. TERMINATION: We may terminate any PO, in whole or in part: (a) at any time with or without cause for undelivered Goods on 15 days' prior written notice to you; (b) with immediate effect upon written notice to you, either before or after the acceptance of Goods, if you have not performed or complied with these Terms, in whole or in part; and/or (c) with immediate effect upon written notice to you, if you become insolvent, file or become the subject of a bankruptcy, or the subject of a receivership, liquidation, dissolution or similar proceeding. If we terminate a PO for any reason, your sole and exclusive remedy is payment for the Goods received and accepted by us prior to termination.

PURCHASE ORDER TERMS AND CONDITIONS

14. LIMITATION OF LIABILITY: Nothing in any PO shall exclude or limit (a) your liability under clauses 9 (WARRANTIES), 10 (INDEMNIFICATION), and 16 (CONFIDENTIAL INFORMATION) hereof, or (b) your liability for fraud, personal injury or death caused by your negligence or willful misconduct. Each party's maximum liability to the other party shall not exceed the greater of \$500,000 or the aggregate amount actually paid or payable under any PO.

15. WAIVER: The failure of either party to enforce at any time any of the provisions of these Terms, irrespective of any previous action or proceedings taken by it, shall in no way be considered (a) to waive such provisions, (b) to affect the validity of these Terms, or (c) to preclude or prejudice the parties from exercising the same or any other rights it may have hereunder.

16. CONFIDENTIAL INFORMATION: Each party will (a) keep all of the other party's Confidential Information confidential and disclose it only to its employees who need to know such information in order to supply goods to Buyer under a PO and (ii) use the other party's information solely for the purpose of purchasing or supplying Goods. "Confidential Information" means all information provided by a party or its representatives or subcontractors in connection with a PO, including, but not limited to, specifications, programs, goods data, formulas, compositions, patterns, plans, drawings, documents, designs, sketches, photographs, samples, prototypes, manufacturing, packaging, shipping methods, and processes.

17. FORCE MAJEURE: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; or (e) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 7 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

18. ASSIGNMENT: You shall not assign, transfer, delegate or subcontract any of your rights or obligations under these Terms and/or any PO without our prior written consent. Any purported assignment or delegation in violation of this clause shall be null and void.

19. ENTIRE AGREEMENT; AMENDMENTS: These Terms, together with any PO, constitute the entire agreement between the parties with respect to the matter contained herein and supersedes all prior oral and written representations and agreements. No changes to these Terms or any PO are binding unless it is in writing and signed by one of our authorized representatives.

20. RELATIONSHIP OF THE PARTIES: The relationship between the parties is that of independent contractors. Nothing contained in these Terms and/or any PO shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. GOVERNING LAW; DISPUTE RESOLUTION: All matters arising out of or relating to these Terms and/or any PO shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law

provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Any legal suit, action or proceeding arising out of or relating to these Terms and/or any PO shall be instituted in the federal courts of the United States of America or the courts of the State of Missouri in each case located in the City of High Ridge and County of Jefferson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

22. CUMULATIVE REMEDIES: The rights and remedies under these Terms and/or any PO are cumulative and in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

23. NOTICES: All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the relevant PO 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 (with confirmation of transmission), e-mail, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in a PO, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this clause.

24. SEVERABILITY: If any term or provision of these Terms and/or any PO 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.

25. SURVIVAL: Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms, including, but not limited to, clauses: 8 (SETOFF), 9 (WARRANTIES), 10 (INDEMNIFICATION), 16 (CONFIDENTIAL INFORMATION), 21 (GOVERNING LAW; DISPUTE RESOLUTION).