



zipzōn Standard Terms and Conditions of Sale

Effective: 8/20/2026 (Updated)

1. General

These Standard Terms and Conditions of Sale ("Terms") are applicable to each sale of goods by zipzōn, LLC to the purchasing party ("Buyer"). All sales of zipzōn products are governed solely by these Terms unless otherwise agreed in writing by an authorized zipzōn representative. Any additional or different terms in Buyer's documents are not accepted unless expressly agreed to in writing by zipzōn.

2. Orders

Purchase Orders ("POs") must include:

- Complete billing and shipping information (Buyer name, address, postal code, phone number, and contact person)
- Complete zipzōn item number
- Quantity of each item
- Buyer PO number
- Shipping instructions/Courier account details
- PO date
- Wiring Instructions

A PO placed with zipzōn is not binding until confirmed by zipzōn by providing Buyer with a quotation for signature. By signing and returning this document, Buyer confirms the information is accurate, and agrees to these Terms. A quotation signed by Buyer creates a confirmed order for zipzōn products ("Order"). All pricing must be in USD.

3. Certificates of Origin

Certificates of origin must be requested at the time of PO submission. A fee may apply. Late requests may result in delays.

4. Stock Parts

“Stock Parts” are defined as zipzōn catalog components available in **Stock Colors** and kept in inventory to support development and production orders with reduced lead times. Stock Parts do not include custom colors, custom configurations, or new development components unless otherwise agreed in writing by zipzōn.

Stock Colors are listed in the zipzōn product catalog.

5. Delivery, Title, Risk of Loss and Lead Times

All products are subject to the following trade terms at zipzōn’s designated facility:

- All order pricing is based on EXW Dongguan, China — Incoterms® 2020 shipping terms

Buyer shall be responsible for all transportation costs. Title and risk of loss pass to Buyer upon zipzōn making the products available at zipzōn’s designated facility identified on the applicable pro-forma invoice.

Lead Times:

- **Production Orders:** 30 business days from Order confirmation.
- **Development Orders:** Typically, 16 business days from Order confirmation.
- **Custom Color Orders:** (details provided upon request)

All lead times are estimates and delivery timing is not guaranteed. zipzōn will confirm lead times based on order quantity and capacity at the time of delivery of the pro-forma invoice. Custom Color orders may incur additional fees as outlined in the Custom Color Program.

6. Cancellations and Changes

Following Buyer’s submission of a signed pro-forma invoice, orders may not be canceled or changed by Buyer without zipzōn’s written consent.

7. Color Approval and Production Control

The customer approves the initial master color standard. Initial approval is based on visual evaluation under a D65 light source. The factory records CIELAB L*a*b* values using D65/10° conditions for ongoing production control. Unless otherwise agreed, production lots must measure $\Delta E \leq 2.0$ versus the approved master standard.

8. Partial Delivery

zipzōn may make partial delivery with no liability or penalty.

9. Pricing and Payments

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes.

Volume Pricing

Pricing is based on quantity per individual part number and color. Published pricing includes normal production setup and color-change costs except the one-time custom color-development fee stated above.

Payment Terms:

- Production Orders: 50% payment upon Order Confirmation and 50% prior to shipment.
- Development orders: zipzōn will provide up to \$50 USD of development parts at no charge with the customer's first development order. Any amount exceeding \$50 USD, along with all subsequent orders, will be invoiced with the first production order.
- Development orders totaling USD \$500 or more will be invoiced upon custom color approval.
- A one-time US\$150 color-development fee applies to each new custom color.
- The balance of development orders will be invoiced upon approval or unless otherwise agreed in writing.

All payments shall be made in U.S. Dollars (USD) by wire transfer, ACH (Automated Clearing House), or another payment method approved by zipzōn.

Wire instructions:

Beneficiary Bank:

PNC, N.A.

Beneficiary Bank SWIFT Code:

PNCCUS33

Beneficiary Bank ABA:

043000096

Beneficiary's Account Number:

3931315514

Beneficiary's Name:

ZIPZON, INC.

Beneficiary's Address:

26796 Light Lane
Conifer, Colorado 80433
USA

Payment Correspondence:

All correspondence concerning payments is to be directed via email to Accounts Receivable at maggie@zipzon.fit.

Bank Fees:

Buyer is responsible for all bank fees originating from Buyer's bank and any intermediary bank. zipzōn is responsible for bank fees originating from PNC, N.A. only. Any shared or intermediary bank fees will be billed back to the Buyer.

10. Limited Warranty

zipzōn warrants that its products are free from material defects in material and workmanship under normal use for a period of one (1) year from the date of delivery. This limited warranty does not cover damage resulting from misuse, negligence, alteration, repair, abuse, improper installation, or normal wear and tear.

This limited warranty applies only to the original purchasing party named on the pro-forma invoice. zipzōn's sole obligation and Buyer's exclusive remedy under this limited warranty shall be, at zipzōn's sole discretion, the repair, replacement, or refund of the defective product.

11. Limitation of Liability

THE LIMITED WARRANTY SET FORTH IN SECTION 9 IS BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY ACTUAL OR ALLEGED DEFECT OR ANY OTHER FAILURE, INCLUDING ANY FAILURE OF PRODUCTS TO CONFORM TO SPECIFICATIONS. ZIPZŌN MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES. ZIPZŌN HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT, IN EACH CASE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. UNDER NO CIRCUMSTANCES WILL ZIPZŌN BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY ZIPZŌN AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL ZIPZŌN'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, ALL PRODUCTS AND/OR SERVICES PROVIDED BY ZIPZŌN AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

12. Returns

Returns require prior written authorization from zipzōn and may be subject to inspection and 25% restocking fee + shipping. Returns only apply to Stock Colors. Custom colors may not be returned.

13. Intellectual Property

Buyer acknowledges and agrees that: (i) zipzōn (or its licensors) will retain all intellectual property rights used to create, embodied in, used in, and otherwise relating to the products; (ii) Buyer shall not acquire any ownership interest in any of zipzōn's intellectual property rights; (iii) any goodwill derived from the use by Buyer of zipzōn's intellectual property rights inures to the benefit of zipzōn or its licensors, as the case may be; and (iv) if Buyer acquires any intellectual property rights in or relating to any product (including any rights in any trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to zipzōn or its licensors, as the case may be, without further action by either party.

14. Confidential Information

All non-public, confidential or proprietary information of zipzōn, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by zipzōn to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with these Terms is confidential and may not be disclosed or copied unless authorized in advance by zipzōn in writing. Upon zipzōn's request, Buyer shall promptly return all documents and other materials received from zipzōn. zipzōn shall be entitled to injunctive relief for any violation of this Section. 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.

15. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing the Order or its obligations under these Terms (except for any obligations to make payments to the other party hereunder), when and to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond the impacted party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including acts of God, acts of the public enemy, insurrections, geopolitical volatility, riots, fires, explosions, floods, strikes, lockouts, labor disputes, failure of energy sources or transport network, war, acts of terrorism, civil commotion, breakdowns of or malicious damage to plants, mines, equipment or facilities, economic or other shutdown of plant or mine facilities, delays in transportation, shortages of labor or material and inputs, court or commission orders, or legal impediments, sanctions or prohibitions, orders or acts of civil or military authority, geological faults or other geologic conditions, mining conditions, or nuclear, chemical, or biological contamination. The existence of such causes of delay or failure shall justify the

suspension of manufacture and shipping, and shall extend the time of performance on zipzōn's part to the extent necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed.

16. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict of laws principles. All disputes will be resolved through binding arbitration under the American Arbitration Association rules in Wilmington, Delaware, with judgment enforceable in any competent court.

17. Entire Agreement

The accompanying pro-forma invoice and these Terms constitute the entire agreement between zipzōn and Buyer regarding the sale of products and supersede all prior agreements or understandings. No modification or waiver of any term shall be effective unless in writing and signed by an authorized representative of zipzōn. If any provision of these Terms is held invalid, the remaining provisions shall continue in full force and effect. No waiver by zipzōn of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by zipzōn.

For any questions regarding these Terms, please contact your zipzōn representative.