



Corporate Trade Agreement

Terms & Conditions of Sale - **Distribution**

(Safety PPE / Tool & Equipment)

Effective: April 1st, 2026

CONTACT INFORMATION:

SureWerx USA
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Elgin, IL 60123
www.surewerx.com

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oberon-service@surewerx.com

International: surewerx.international@surewerx.com

INTRODUCTION

This document outlines SureWerx USA's corporate trade agreement, i.e., sales terms and conditions of sale as well as respective business policies. This document acts as the main trade agreement for SureWerx USA's Safety PPE/Tools and Equipment Division. Supplemental to this document are any additional or separate trade agreement documents specific to SureWerx' various business units:

- SureWerx Footwear Division (S.F.D.)
 - Formerly known as F.S.I. – Footwear Specialties International)
- SureWerx Construction & Infrastructure Division (C.I.D.)
 - Also known as ADA Solution® / Engineered Plastics (EP)
- SureWerx Fall Protection Division (F.P.D.)
 - Also known as Fall Safe®, formerly known as Reliance®, and PeakWorks®

QUOTES & PURCHASE ORDERS

- Orders are only accepted via email, EDI or through our website, SureWerx Connect
 - SureWerx USA does not accept any phoned in orders
 - Email address to submit your PO's to is orders.usa@surewerx.com
- Dropship Purchase Orders are accepted and will be subject to the details listed within this document
- Required/ship date will default to ship within 3 business days of the order entry date unless a specific required/ship date is listed on the purchase order
- Purchase orders may contain a mix of products from our entire brand and product offering across all business units on a single PO
 - Safety PPE/Tool & Equipment brands are as follows:

- American Forge and Foundry® (AFF), Due North®, Jackson Safety®, Sellstrom®, KneePro®, K1®, Pioneer®, and Oberon®
- Footwear brands are as follows:
 - Avenger®, Nautilus®, New Balance, Airwalk, MegaComfort® Insoles, and NEOS Overshoes®, and Dickies®
- Fall Protection brands are as follows:
 - PeakWorks®, Reliance®, and Fall Safe®
 - **Exception** – C.I.D. (ADA detectable warning tile) products cannot be combined and will require separate PO submitted to orders@ADAtile.com for processing
- Purchase Orders exclusively made up of Oberon products can be sent to oberon-orders@surewerx.com for processing
- Quote requests for Oberon products are to be sent to oberon-quotes@surewerx.com for processing
- Purchase orders with excessive or significant demand (greater than normal industry forecast) may require a minimum of 50% prepayment
- Minimum order amount is \$250 net extended value. All orders less than \$250 minimum will incur a \$25 handling fee outside of any freight or shipping charges
 - *Repair parts are excluded from order minimums*
- All sales orders are subject to back orders by default unless PO has specific instructions to SHIP COMPLETE
 - SHIP COMPLETE orders are subject to inventory availability for all products and at the quantities ordered are available for shipment at the same time
 - SHIP COMPLETE orders are subject to shipping delays until entire quantities of all items are available at the same time, i.e., backorder and partial quantity availability
 - SHIP COMPLETE orders containing custom Oberon products including Safety PPE, Tools & Equipment, and/or Footwear products will need to be separated into individual POs as these products are stocked in separate warehouses and will not be able to ship on a single shipment
- Cancellation request of sales orders is to be submitted no more than 24 hours from submission – any requests beyond 24 hours of submission may not be possible to complete
- SureWerx must be notified of mis-shipments, shortages, or overages within 5 business days of receipt of shipment
- Damaged shipments are to be refused upon delivery, noting carrier to return to sender
 - SureWerx must be notified of damaged product within 5 business days of receipt of order
- Fall Protection - Quick Ship Program
 - This program is designed to help you respond quickly to urgent customer fall protection needs
 - Orders will qualify for the Quick Ship Program only when all line items are exclusively made up of eligible Quick Ship products
 - Products highlighted in orange on the quick ship price list are eligible for same-day shipment when orders are placed by 12:00 PM CST
 - SureWerx reserves the right to limit order quantities under this program.
 - Subject to standard freight and other relevant policies apply.

CHANNEL POLICIES:

- **INTERNET DISTRIBUTOR RESELLER POLICIES**
 - The entire policy can be viewed on the SureWerx.com global website and here: <https://media.surewerx.com/m/4024da8849926bea/original/SureWerx-Internet-Distributor-Reseller-Policy-US-Final.pdf>
 - SureWerx resellers, by purchasing SureWerx USA Inc. products, agree to comply with all SureWerx Reseller Policies and agreements, including (but not limited to) self-reporting owned sites, marketplace DBAs, and customer information upon request. These new policies are designed to eliminate unauthorized sales of SureWerx products, provide clear standards to selling SureWerx products online,

and encourage offers on websites and marketplaces which provide true added value to the SureWerx end users and customers.

○ **AUTHORIZED INTERNET MARKETPLACE RESELLER PROGRAM**

- Unauthorized internet reselling activity on marketplaces is strictly prohibited. Resellers on Amazon, Walmart or other marketplace-type ecommerce sites must apply, be approved for and maintain the requirements and conditions in the Authorized Internet Marketplace Reseller Program. We believe this Authorized Internet Marketplace Reseller agreement, program and policies standardize and encourage a stable, healthy online brand presence with high-quality content and customer service.
- Please self-report owned websites and activity to reseller@surewerx.com on or before 12/31. For consideration to be an authorized marketplace reseller, please request application from reseller@surewerx.com. Applications will be reviewed, and you will be notified if selected as an Authorized Reseller on a rolling basis. SureWerx reserves the right to terminate, modify or change the program at any time. Please see the Internet Distributor Reseller Policy and Authorized Internet Marketplace Reseller Agreement for more details or contact us at reseller@surewerx.com.

○ **NORTH AMERICAN WHOLESALE DISTRIBUTOR POLICY**

- Authorized wholesalers and distributors are required to identify, report and cooperate with stopping unauthorized internet reselling activity. We expect and require prompt action with any identified unauthorized activity. Please see the North American Wholesale Agreement or contact reseller@surewerx.com for more details.
- Distributors who purchase through wholesale will still be allowed to sell SureWerx products in their physical locations and owned online properties. If the wholesaler learns or we notify the wholesaler that any of our mutual customers are selling SureWerx Products on the Internet without Internet authorization the wholesaler must stop supplying them with SureWerx products.

PRICING:

- Pricing is subject to change without notice
- Every effort will be made to provide a 60-days' advanced notice, commensurate with fluctuations in global commodity prices
- New and existing channel partners with annual purchases at \$30,000 or more will be at D3 pricing (non-buying group, non-repair center)
 - New channel partner accounts to submit an opening PO with a value of \$5,000 or more
- Channel partners with annual purchases below \$30,000 will be at D1 pricing (non-buying group, non-repair center)
- Promo/Hot Deals products are not eligible for Growth Incentive calculation outlined below

PAYMENTS:

- Standard payment terms are Net 30 days from date of invoice
 - Any exceptions to these standard terms require written approval by a leader of SureWerx' s Credit team
- Appropriate email address for the accounts receivable team at SureWerx is arinfo.usa@surewerx.com
- All payments towards the outstanding invoices must be paid in full
- Any short payments must be accompanied by a full explanation along with supporting documentation and back-ups to arinfo.usa@surewerx.com
- Where a purchase order is fulfilled through a credit card, SureWerx will process the payment prior to the release of the shipment
 - SureWerx will pre-authorize the customer's credit card at the time at which the order is entered
 - SureWerx will charge the customer's credit card at the time when we invoice their account

- SureWerx accepts the following methods of payment (in order of preference).
 - ACH /EFT (electronic funds transfer)
 - Check by courier/mail
 - Credit cards may be accepted as a form of payment, however, SureWerx will assess an additional 2.5% of the amount processed as an administrative fee
- SureWerx reserves the right to cancel credit privileges for customers that fail to comply with the terms and conditions listed on this document
- For orders which have "cash in advance" as payment terms, customers will be required to remit payments either using ACH/EFT or via credit cards
- Mailed in payment via check need to be sent to the following address:
 - SureWerx USA Inc
 - P.O. Box 71137
 - Chicago, IL 60694-1137
- Please be sure to allow 7-10 business days for the check to be received

FREIGHT:

- Prepaid freight limit is \$1,500.00 at extended net value on shippable orders to a single location within the continental (48 contiguous states) United States
- Fall Safe ARFAS product line is excluded from prepaid freight. All ARFAS orders are shipped at distributor/customer expense
- Purchase Orders that do not meet the Prepaid freight limit threshold of \$1,500.00 will be charged freight (prepaid and add) upon invoicing
- Urgent and expedited orders will be subject to handling and freight charges where appropriate based on market conditions and costs
- Any additional services and accessorial charges will be billed as a 'pass through' to the billing party on the purchase order, such as but not limited to
 - Lift gate
 - Rural delivery
 - Reschedule delivery
 - Reroute delivery destination
- Shipments are FOB origin
- Damaged shipments are to be refused upon delivery, noting carrier to return to sender
 - SureWerx must be notified of damaged product within 5 days of receipt of order
- **Dropship orders exclusively listing Black Widow footwear products that are 2 or less pairs will include a flat \$25 freight/handling fee**

ADDITIONAL TERMS OUTSIDE OF CONTINENTAL UNITED STATES:

- Full prepayment or Irrevocable Letter of Credit required on initial orders unless otherwise specified
- \$150.00 Documentation Fee on Letter of Credit
 - *Excluded states: Alaska and Hawaii*
- Payment to be made by wire transfer, including any bank fees
- Requests for credit terms will be reviewed after sufficient order history
 - Credit term requests will require authorization for SureWerx to contact at least three credit references and perform a review of third-party credit reports as applicable
- Orders outside the continental USA may be shipped prepaid if they are equal to or greater than \$5,000 to a designated freight forwarder carrier point within the continental United States or shipped freight collect
- SureWerx reserves the right to assess a holding fee of \$125 per day for purchase orders ready for shipment

- SureWerx will allow 10 business days from date of order(s) ready for shipping before applying the hold fee
- \$125 daily fee will start on the 11th business day and every business day until shipment is picked up

RETURNS & CREDITS:

- Discontinued, obsolete, and customized products are not eligible for return. Customized products include but are not limited to
 - Welding & arc flash curtains
 - Arc flash blankets
 - Logo hard hats
 - Embroidered & silk screen logo apparel
 - FR, and Arc rated clothing
- Timeframe for return requests is limited to 2 weeks from invoice date
- Return requests greater than 2 weeks from invoice date will be subject to a 25% re-stock fee
- Contact customer service on stock returns, warranty returns, and other returns to obtain a Return Good Authorization (RGA.)
- Requests for return of Safety equipment are to be sent to orders.usa@surewerx.com
- Requests for return of Oberon products are to be sent to oberon-returns@surewerx.com
- All returns require an RGA prior to receipt. Products received without an RGA will be considered an unauthorized return and may not result in credit issuance
- Distributors pay freight cost on all returns
 - Excluding scenarios of mis-shipments, over shipments, or due to an SureWerx error
- Products that are returned damaged and not in resaleable condition may not be eligible for credit
- Returns stemming from a mis-shipment or overage will be covered by SureWerx via collect account (UPS or FedEx) or SureWerx appointed FTL/LTL carrier depending on logistical needs
- SureWerx will not accept any return requests in Q4 (October, November, and December)
 - Excluding scenarios of mis-shipments, over shipments, or due to an SureWerx error
- SureWerx will accept returns for annual stock adjustments 2x per current calendar year excluding October through December (Q4) and cannot exceed 5% of annual purchases from SureWerx within the current calendar year
- All returns require a 2:1 order of the same value
 - Excluding scenarios of mis-shipments, over shipments, or due to an SureWerx error

CUSTOM & ENGINEERED PRODUCTS / TECHNICAL SERVICES:

- Customized products ordered must go through existing process which includes review and authorization of proofs, price quotes, subject to minimum ordering quantity, and approval prior to manufacturing. Examples include but are not limited to:
 - Custom imprint, logo, engraving, stitching, etc.
 - Custom Engineered Products/Systems such as horizontal lifelines, ladder systems, permanent anchors and custom products specifically designed for a specific customer / end-user
- Customized products and services may require up to 50% prepayment
 - Exception: custom logo, hard hats and apparel
- All customized & engineered products/ technical services are non-returnable and non-refundable
- Technical Services may vary in scope of work which may require more specific and detailed contracts to be crafted and executed to in addition to this general trade agreement document
- Information regarding technical services for Oberon products are to be sent to technicalservices@surewerx.com

WARRANTY:

- Warranty policy is that of an implied manufacturer warranty and covers manufacturer's defects and workmanship. This warranty is valid for one year from date of purchase unless otherwise stated
- Warranties are limited to the replacement of defective parts. Parts damaged from misuse will not be replaced under the warranty program. SureWerx USA shall be the sole judge of part condition
- Warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) consumable parts, such as batteries, unless product damage has occurred due to a defect in materials or workmanship; (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iv) anticipated wear or damage due to use of the product in the application for which it is marketed; (v) damage to a product that has been modified or altered without the written permission of SureWerx.
- Warranty varies by brand and product category. Please contact customer service for specific warranty policies
- Products manufactured by Fall Safe – 1 year; systems products when properly installed per Fall Safe instructions. See Fall Safe Terms and Conditions for details

CHANNEL INCENTIVES

CONVERSION INCENTIVE:

- SureWerx channel partners purchasing at least \$25,000 USD from SureWerx in 2025, submits 90+% of orders electronically¹ and are current on payments are eligible to register a deal to convert to SureWerx. A "deal" is a specific opportunity within a specific target end user (e.g., "Eye protection at ABC manufacturing") Typically, this is for displacing a SureWerx competitor, but could also be a greenfield opportunity
- Only one partner can register a given deal and SureWerx must approve the registration. This can be done on an ad hoc basis, but all registrations show up on the quarterly business review report
- The SureWerx Account Representative assigned to the channel partner will facilitate the process of applying for and communicating status of requested conversions. This process is standardized and formalized within SureWerx
- Acceptance of a registration is completely at SureWerx discretion, but minimum acceptance criteria are:
 - SureWerx account manager must work with channel partner to engage with the end-user to qualify the opportunity
 - Annual opportunity must be at least \$20,000 USD
 - Partner must be eligible for the business (e.g., end-user cannot have a program agreement with another distributor that locks the registering partner out)
- Receiving the incentive requires partner to submit base level POS for all sales and end-user-specific POS for sales that are part of a registration on or before the 15th of each month.
 - ***If received after the 15th of each month channel partner to receive ½ of agreed upon conversion rebate***
- The registration expires automatically once 12 months have passed since the first purchase. And SureWerx reserves the right to cancel the registration any time prior to the first associated transaction. Registered opportunities that have not had transactions processed in the first three months will be reviewed for cancellation
- Incentive is paid quarterly. The amount is up to 20% of all purchases associated with each deal registration for 12 months starting from the first order date. Up to 5% if another partner processes the transactions
- ***Conversion and Growth incentive apply to all integrated brands***

¹ Acceptable electronic orders & payment includes EDI, or SureWerx's online ordering portal

GROWTH INCENTIVE:

- **A signed electronic agreement must be in place between qualifying channel partner and SureWerx to receive any rebates.**
- SureWerx channel partners purchasing at least \$25,000 USD from SureWerx in 2025, submitting 90+% of orders electronically² and are current on payments are eligible for a growth incentive, which is paid out at the conclusion of each calendar year. To qualify for the growth incentive the channel partner must achieve a minimum growth threshold of 10%. If you are eligible and want to participate in the Growth Incentive program, please contact your sales representative by February 15, 2026. Incentive will only be paid to channel partners actively engaged with SureWerx throughout the year. SureWerx reserves the right to exclude the following types of business from the growth calculation:
 - Converting SureWerx business from another SureWerx channel partner (i.e., no net growth to SureWerx)
 - Business resulting from extraordinary circumstances (e.g., a pandemic leading to the ordering of an uncharacteristic quantity of face masks)
 - Hot Buys/Excessive Inventory Promotions
 - **Products identified to be resold on 3rd party marketplaces will be excluded from calculations**

- Growth Incentive Program Details:

Growth %	Incentive Rate	Incentive Type
10% to 15%	0.5%	Retrospective back to \$1
15% to 25%	1.0%	Retrospective back to \$1
25% to 35%	2.0%	Retrospective back to \$1
35%+	4.0%	Retrospective back to \$1

- Example:
 - Purchases:
 - 2025: \$150k
 - 2026: \$220k
 - Calculations:
 - Payout percentage is 4% back to \$1 because 2026 growth percentage is 46.7% ($(220 / 150 - 1) \times 100\%$)
 - Rebate is \$8,800 (4% of \$220k)
- All 2026 Rebates will be paid by March 31, 2027. All challenges to SureWerx' s rebate calculation must be raised by April 15, 2027, to be eligible for consideration by SureWerx
- *Conversion and Growth incentives apply to all integrated brands*

BRAND GUIDELINES

To qualify for Conversion or Growth Rebates, channel partners must adhere to SureWerx brand guidelines with respect to their representation of products, trademarks, and logos on advertising materials or websites.

For more detailed information on any of the above Terms and Conditions please contact your local SureWerx sales representative or send an inquiry to orders.usa@surewerx.com.

² Acceptable electronic orders & payment includes EDI, or SureWerx' s online ordering portal