STORMLINE

TERMS OF TRADE — WHOLESALE & B2B CUSTOMERS

Applicable to all business customers, including dealers, distributors, wholesalers, cooperatives, and business end-users purchasing for the purposes of a trade, business, or profession.

1. CONTRACTING ENTITY

1.1 Goods are supplied under the Stormline brand by one of the following entities ("the Company"), determined by the location of the Customer:

(a) Customers in the United States: Stormline International LLC (T/A Stormline), a Delaware limited liability company, EIN 30-1344385, registered for sales tax in the Commonwealth of Pennsylvania (Sales Tax License No. 67873602).

(b) All other customers (including the United Kingdom, European Union, Canada, and rest of world): Fitzgerald Morgan Ltd (T/A Stormline), VAT registration GB831544148 (United Kingdom), LV90013018858 (Latvia), and GST/HST registration 852560952RT0001 (Canada).

1.2 The Company issuing the invoice for an order is the contracting entity for that order. References in these Terms to "the Company" are to that entity.

2. APPLICATION

These Terms of Trade apply to all sales by the Company to any customer acquiring goods for the purposes of a business ("the Customer"), including without limitation dealers, distributors, retailers, cooperatives, fishing vessel operators, aquaculture businesses, farms, and industrial or commercial end-users.

3. PRICE AND TAXES

3.1 The goods shall be purchased at prices prevailing at the time the goods are dispatched. All prices are exclusive of applicable taxes and delivery charges unless otherwise stated.

3.2 United Kingdom: Sales to customers in the United Kingdom are subject to UK VAT at the prevailing rate, which will be added to the invoice.

3.3 European Union: Supplies dispatched from the Company's EU warehouse to VAT-registered business customers in EU member states other than Latvia are zero-rated as intra-Community supplies, provided the Customer supplies a valid EU VAT identification number and the applicable evidentiary requirements are met. The Customer is responsible for accounting for acquisition VAT (reverse charge) in its own member state. If the Customer does not provide a valid VAT identification number, VAT will be charged at the applicable rate. Supplies to customers in Latvia are subject to Latvian VAT at the prevailing rate. Where a VAT exemption is available under the law of the Customer's member state (including, for professional maritime fishermen in France, the exemption under article 262 II of the Code général des impôts), the Company may, at its sole discretion, apply that exemption subject to the Customer providing, in advance, a valid attestation and all supporting details required by the applicable law (including vessel name and registration particulars); the Customer warrants the accuracy of any such attestation and shall indemnify the Company against any VAT, penalties, or interest arising from its inaccuracy.

3.4 United States: Sales by Stormline International LLC are subject to sales tax where the Company is required to collect it, currently including Pennsylvania state sales tax and, where applicable, Philadelphia local sales tax. Customers purchasing for resale must provide a valid resale exemption certificate in order for sales tax not to be charged.

3.5 All other taxes, duties, and levies will be added where the Company is required by law to collect them. Where goods are exported to the Customer's jurisdiction, any import duties, taxes, or clearance charges arising in that jurisdiction are the responsibility of the Customer unless otherwise agreed in writing.

4. PAYMENT

4.1 Standard terms: Unless the Customer holds an approved credit account, payment in full is required before dispatch of goods. Orders will be confirmed by proforma invoice, and goods will be dispatched upon receipt of cleared funds.

4.2 Approved account customers: The Company may, at its sole discretion and subject to a satisfactory credit assessment, approve a credit account for the Customer. Approved account customers shall make payment within thirty (30) days following the date of invoice.

4.3 Payment may be made by credit/debit card, bank transfer, or PayPal. Cheques are not accepted.

4.4 Clauses 5, 6, 19 and 23 of these Terms apply only to approved account customers.

5. INTEREST (ACCOUNT CUSTOMERS)

Payments not made within 10 days of due date may, at the Company's sole discretion, bear interest from the due date at the rate of 2% per month until paid (or at such rate as shall be in force at date of purchase).

6. CREDIT LIMIT (ACCOUNT CUSTOMERS)

The Company may cancel orders in respect of any undelivered goods or may withhold delivery of future orders if the Customer's account exceeds the credit terms set by the Company. The Company may withdraw or vary credit terms at any time at its sole discretion, in which case clause 4.1 shall apply to subsequent orders.

7. DELIVERY

Unless otherwise agreed in writing, goods are supplied FCA (Incoterms® 2020) the Company's nominated warehouse or fulfilment centre or, for Customers of Stormline International LLC, FOB Shipping Point. Delivery and freight charges are as quoted or invoiced at the time of order. Delivery timeframes are estimates only, time of delivery is not of the essence, and the Company shall not be liable for any loss arising from delay in delivery. The Customer may request transit insurance at its own cost; goods shipped without such insurance travel at the Customer's risk.

8. NON RECEIPT OR DAMAGE

The Customer must inspect all goods on receipt. Visible damage or shortage must be noted on the carrier's delivery receipt and notified to the Company in writing, with photographs, within two (2) business days of delivery. Concealed damage must be notified to the Company in writing within five (5) business days of delivery, and all packaging must be retained for inspection. Non-delivery must be notified to the Company in writing within five (5) business days of the Company's dispatch notification. If the Customer does not notify the Company within these periods, the goods shall be deemed delivered in full and in good condition. The Company will, at its discretion, assist the Customer in pursuing a claim against the carrier.

9. RETURNED GOODS

No goods shall be returned for credit without the Company's prior approval.

10. CLAIMS

All inquiries or claims regarding goods supplied or allegations regarding goods not having been supplied as per invoice/packing slip shall be made within five (5) business days of receipt of same, and in the absence of any such inquiry or claim the Customer shall be taken to accept the terms of the invoices as correct and accept that the goods specified are as delivered.

11. RISK

Risk passes to the Customer when the goods are handed to the first carrier or are made available for collection, whichever is earlier.

12. WARRANTY

12.1 The Customer acquires, or holds itself out as acquiring, the goods for the purposes of a business. Accordingly, no representation, condition, warranty or promise, expressed or implied, applies to this agreement or the sale to be effected pursuant to it other than the manufacturer's written warranty (if any).

12.2 Except as required by applicable law, the Company shall not be liable for any loss of any kind whatsoever suffered by the Customer as a result of a breach of any of the Company's obligations under this agreement or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Customer's servants, agents, contractors, customers, visitors, tenants, trespassers or other persons. The Customer will indemnify the Company against any claim by such persons.

12.3 Notwithstanding anything else in this agreement, the liability of the Company arising from breach of any of the Company's obligations under this agreement, from any cancellation of this agreement, or from any negligence on the Company's part, its servants, agents or contractors, will be limited to damages which will not exceed the contract price.

13. RESALE AND ONLINE MARKETPLACES

13.1 The Customer shall not offer, list, advertise, or sell the goods, or permit the goods to be offered, listed, advertised, or sold, on any Amazon marketplace (including without limitation Amazon.com, Amazon.co.uk, Amazon.ca, Amazon.fr, Amazon.de, and any other Amazon platform worldwide), nor on any other third-party online marketplace (including without limitation eBay, Walmart Marketplace, Cdiscount, ManoMano, bol.com, Etsy, or any similar platform), without the prior written consent of the Company.

13.2 For the avoidance of doubt, the Customer remains free to resell the goods through its own physical retail premises and through its own website(s), and to advertise the goods online, subject to the Company's brand guidelines.

13.3 The Customer shall not supply the goods to any third party where the Customer knows, or ought reasonably to know, that the goods are intended to be offered or resold on any marketplace referred to in clause 13.1.

13.4 The Customer is free to determine its own resale prices. Any resale or retail prices published or suggested by the Company are recommendations only.

13.5 The Company grants the Customer a non-exclusive, non-transferable, revocable licence to use the Stormline name, trade marks, and official product imagery solely for the purpose of promoting and reselling the goods in accordance with these Terms and the Company's brand guidelines. This licence terminates automatically if the Customer ceases to purchase from the Company or breaches this clause 13.

13.6 Any breach of this clause 13 is a material breach of these Terms entitling the Company, without prejudice to its other rights and remedies, to cancel any undelivered orders, suspend or close the Customer's account, revoke the licence granted under clause 13.5, and require the removal of any offending listings.

14. PRIVACY

14.1 The Customer authorizes the Company: (a) to collect, retain and use personal information about the Customer (the information contained in this document) for the following purposes: (i) assessing the Customer's credit worthiness; (ii) administering the financing, whether directly or indirectly, of the Customer's contract(s) and enforcing the Company's rights thereunder; (iii) marketing goods and services provided by the Company; and (b) to provide the information: (i) to any person for the foregoing purposes; (ii) to employees and agents of the Company and any other person, in the ordinary course of business, for any of the foregoing purposes; (iii) to credit agencies for the purpose of maintaining effective credit records.

14.2 The Customer acknowledges: (a) that the information is held by the Company at the address specified in this document, notwithstanding that it may also be held elsewhere by the Company and other persons for the purposes described above; (b) that where information can be readily retrieved the Customer shall have access to it, the right to request correction, and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge; (c) that the aforesaid authorizations are given subject to the Customer's rights under applicable data protection law.

15. OWNERSHIP (RETENTION OF TITLE)

15.1 Ownership reserved: It is expressly agreed that ownership is reserved, and legal and equitable title to and property in all goods supplied or agreed to be supplied by the Company is and remains vested in the Company until payment in full has been received by the Company in respect of such goods and all other monies owing by the Customer to the Company.

15.2 Recovery of goods: Notwithstanding anything to the contrary in these terms and conditions, and whether or not there has been default under the contract of sale between the Company and the Customer, and whether or not any term of credit has expired, the Company is entitled at any time and from time to time before sale of any item of goods by the Customer to recover and take repossession of such item of goods and otherwise exercise in relation to the goods any of its rights as owner and/or unpaid seller or otherwise, whether those rights arise at common law, in contract, under statute, or in any other way.

16. SECURITY INTEREST

16.1 The Customer grants to the Company a security interest in the following: all present and after-acquired goods supplied by the Company to the Customer, including but not limited to clothing, display stands, and advertising materials; and all present and after-acquired goods supplied by the Company to

the Customer described in any: (i) quotation or tender from the Company to the Customer; (ii) contract between the Company and the Customer, including without limitation documentation (electronic or otherwise) supplementary to any contract, incorporated in the contract by reference or otherwise; (iii) purchase order or any other order for goods from the Customer; (iv) dispatch order, invoice, statement, or remittance advice from the Company to the Customer.

16.2 At the request of the Company, the Customer will promptly execute any documents and do anything else required by the Company to ensure that any security interest created constitutes a perfected or registered security interest over all goods supplied by the Company until all and any amounts due to the Company have been paid in full. This obligation extends to executing any amendments to any contract with the Company reasonably requested by the Company and providing the information required by the Company to complete any registration (including, for Customers of Stormline International LLC, any filing under the Uniform Commercial Code).

16.3 The Customer will not, without the prior written consent of the Company, agree to allow any person (including the Customer) to register any charge or security interest over any goods supplied by the Company while the Customer is liable to the Company for any debt.

16.4 The Customer will notify the Company immediately if the Customer becomes aware of any person taking any steps to register any charge or security interest against any goods supplied to the Customer by the Company.

17. CLAIMS RETURN POLICY

17.1 Goods supplied in error are returnable for replacement or credit, providing the error is notified to the Company in writing within five (5) business days of delivery.

17.2 No claim will be recognized unless goods are returned with the original invoice/packing slip, or unless the number and date of the invoice/packing slip are enclosed.

17.3 No claim will be recognized unless returned goods are in saleable, undamaged, and clean condition.

17.4 The Company at its sole discretion may accept the return of goods surplus to the requirements of the purchaser, in which event the credit may not be greater than 85% of the original amount charged.

18. ORDERS AND DISPATCH (PREPAID CUSTOMERS)

For Customers without an approved credit account, orders are accepted upon receipt of cleared funds against the Company's proforma invoice. The Company reserves the right to adjust or cancel any order prior to receipt of payment. Dispatch timeframes are indicative only and run from the date cleared funds are received.

19. TERMS OF PAYMENT (ACCOUNT CUSTOMERS)

19.1 Payment by 30 days following the date of invoice.

19.2 A period of grace may, at the Company's sole discretion, apply before charging interest as specified in clause 5.

19.3 If payment is not received by the first of the month after the due date, an automatic stop credit will be invoked and subsequent orders will require payment before dispatch in accordance with clause 4.1. The Company may use its discretion to approve individual transactions.

19.4 Any costs incurred in the collection of an overdue account, including commission, legal expenses, and other incidentals including penalty interest (at 2% per month), will be added to the account due, and the person signing this authority accepts liability for these costs.

19.5 The Customer shall indemnify the Company against any default and any costs incurred in the collection of its account, and each Guarantor is personally liable for those amounts as set out in clause 23.

20. FORCE MAJEURE

The Company shall not be liable for any delay in performing, or failure to perform, any of its obligations if the delay or failure results from events or circumstances beyond its reasonable control, including without limitation acts of God, strikes, lockouts, accidents, war, fire, epidemic, failure of carriers or suppliers, port or customs delays, or breakdown of plant or machinery, and the Company shall be entitled to a reasonable extension of its obligations.

21. GENERAL

21.1 Entire agreement: These Terms, together with the Company's invoice and any written variation signed by the Company, constitute the entire agreement between the parties in relation to the sale of goods and supersede all prior discussions and representations.

21.2 Variation: No variation of these Terms is binding unless agreed in writing by the Company.

21.3 Severability: If any provision of these Terms is held to be invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.

21.4 No waiver: No failure or delay by the Company in exercising any right shall operate as a waiver of that right.

21.5 Assignment: The Customer may not assign its rights or obligations under these Terms without the Company's prior written consent. The Company may assign or novate its rights and obligations to any affiliated entity.

22. GOVERNING LAW AND JURISDICTION

22.1 Where the contracting entity is Fitzgerald Morgan Ltd (T/A Stormline), these Terms and any contract of sale are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

22.2 Where the contracting entity is Stormline International LLC (T/A Stormline), these Terms and any contract of sale are governed by the laws of the State of Delaware, USA, and the parties submit to the exclusive jurisdiction of the state and federal courts located in Delaware.

22.3 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to these Terms or to any contract of sale between the Company and the Customer.

23. PERSONAL GUARANTEE (ACCOUNT CUSTOMERS)

23.1 In consideration of the Company granting or continuing credit to the Customer, each person who signs the Acceptance section as Guarantor (each a "Guarantor") unconditionally and irrevocably guarantees to the Company, as primary obligor and not merely as surety, the due and punctual payment of all amounts owed by the Customer to the Company from time to time, including the price of goods supplied, interest under clause 5, and collection costs under clause 19.4.

23.2 Each Guarantor is jointly and severally liable with the Customer and with any other Guarantor. The Company may demand payment from a Guarantor without first making demand on, or taking any action against, the Customer or any other person.

23.3 This guarantee is a continuing guarantee. It applies to all orders and invoices, whenever placed, until the Company receives written notice of revocation from the Guarantor, and then continues for all amounts incurred up to that time. It is not discharged by any variation of these Terms, extension of time, change in credit terms, or by the Customer's insolvency, dissolution, change of ownership or change of constitution.

23.4 To the extent permitted by law, each Guarantor waives notice of default, presentment, demand and any defence available to a surety.

23.5 Each Guarantor shall pay on demand all costs incurred by the Company in enforcing this guarantee, including reasonable legal fees, commission and court costs.

23.6 A Guarantor signs in a personal capacity, separately from any signature given on behalf of the Customer. Signing only as an officer, member or representative of the Customer does not make that person a Guarantor. Each Guarantor confirms that they have read this clause 23 and have had the opportunity to take independent legal advice.

23.7 The Company may assign the benefit of this guarantee to any affiliated entity, collection agency or attorney acting for it.

23.8 This guarantee is governed by the law and subject to the jurisdiction stated in clause 22 for the contracting entity.

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ACCEPTANCE

I/We (Company) .....

Accept the above Terms and Conditions of Trade

Account type requested (tick one): ☐ Prepaid (payment before dispatch) ☐ Credit account application (30 days, subject to approval)

Signed in agreement .....

Full Name .....

Position .....

Date .....

GUARANTOR (signing personally, not on behalf of the Customer)

I, the undersigned, personally guarantee the Customer's obligations to the Company as set out in clause 23.

Guarantor signature .....

Full Name .....

Home address .....

Date .....