

THE PERRY COMPANY

TERMS OF SERVICE POLICY

The Perry Company Terms of Service Policy sets out the terms and conditions for your access to and use of The Perry Company website. This Terms of Service Policy also applies to your use of the Fortress Pro website. Fortress Pro is a brand name owned by The Perry Company. This Terms of Service Policy is a contract with The Perry Company that is binding on you. By using this website, you are agreeing to be bound by and comply with the terms and conditions of the Terms of Service Policy, including your compliance with applicable laws. If you do not wish to be bound by these The Perry Company Terms of Service, please do not use this website.

1. **Intellectual Property and Limited Non-Exclusive License -**

Except as noted in writing in this Terms of Service Policy, The Perry Company owns and controls all content, texts, emails, trademarks, service marks, images, logos, copyrights, and any other intellectual property on the website (“Intellectual Property”). The Perry Company grants you a limited revocable non-exclusive license to access this website and to use the Intellectual Property that it owns for personal non-commercial reasons with the express prior written consent of The Perry Company to such use and only in accordance with the terms and conditions of this Terms of Service Policy. This provision does not grant you any license or right to use Intellectual Property owned or controlled by another entity. See the Tractor and UTV/ATV Accessories Intellectual Property on The Perry Company Website below for a list of trademarks or other intellectual property owned by another entity. The Perry Company does not transfer to you any ownership interest to, or control of, the Intellectual Property by granting this limited revocable non-exclusive license for personal non-commercial use. The Perry Company may revoke this license and terminate your use of this website at any time. Further, The Perry Company, in its reasonable judgment, may terminate your ability to use this website at any time, including but not limited to your failure to comply with any of the terms or conditions of this Terms of Service Policy.

- ### 2. **Tractor, Construction and UTV/ATV Accessories Intellectual Property on The Perry Company Website and the Fortress Pro website -**
- The Perry Company website and the Fortress Pro website contain tractor, construction and UTV/ATV accessories using the following names: Fortress™ is a trademark of The Perry Company. Polaris®, Ranger® and Sportsman® are registered trademarks of Polaris Industries, Inc. John Deere® and Gator® are registered trademarks of Deere & Company. Kawasaki® is a registered trademark of Kawasaki Motor Corp. and Mule™ is a trademark of Kawasaki Motor Corp. Kubota® is a registered trademark of Kubota Tractor Corporation. Roxor® is a registered mark of Mahindra Automotive North America. CFMOTO® is a registered mark of Zhejiang CF Power Co. Ltd. Honda® is a registered trademark of Honda Motor Co., Ltd. Can-Am® is a registered trademark of Bombardier Recreational Products, Inc. Gravely® is a registered trademark of Ariens Company. Case® and New Holland® are registered trademarks of CNH Industrial NV. Bobcat® is a registered trademark of Bobcat Company. Caterpillar® is a registered trademark of Caterpillar, Inc. Bad Boy® is a registered trademark of Bad Boy Mowers, Inc. Y® is a registered trademark of Yanmar Holdings Co., Ltd. Kioti® is a registered trademark of Kioti Tractors, Inc. LS® is a registered trademark of LS Mtron Co., Ltd. Branson® is a trademark used by Branson Tractors

and is owned by TYM Corporation. Further, throughout these websites all manufacturer names, marks, numbers, symbols, descriptions, such as Polaris, Ranger, Sportsman, John Deere, Gator, Kawasaki, Mule, Kubota, Roxor, CFMOTO, Honda, Can-Am, Gravely, RTV, Case, New Holland, Bobcat, Caterpillar, Bad Boy, Y, Kioti, LS, Massey Ferguson and Branson and any manufacturer logos are used for identification purposes only. Fortress UTV/ATV Accessories are not affiliated with Polaris Industries, Inc., John Deere & Company, Kawasaki Motor Corp., Kubota Tractor Corporation, Mahindra Automotive North America, Zhejiang CF Power Co., Ltd., Honda Motor Co., Ltd., Bombadier Recreational Products, Inc., Ariens Co., CNH Industrial NV, Bobcat Company, Caterpillar, Inc., Bad Boy Mowers, Inc., Yanmar Holdings Co., Ltd., Kioti Tractors, Inc., LS Mtron Co., Massey Ferguson Corporation, or TYM Corporation. Nor has Polaris Industries, Inc., Deere & Company, Kawasaki Motor Corp., Kubota Tractor Corporation, Mahindra Automotive North America, Zhejiang CF Power Co., Ltd., Honda Motor Co. Ltd., Bombadier Recreational Products, Inc., Ariens Co., CNH Industrial NV, Bobcat Company, Caterpillar, Inc., Bad Boy Mowers, Inc., Yanmar Holdings Co., Ltd., Kioti Tractors, Inc., LS Mtron Co., Massey Ferguson Corporation, or TYM Corporation evaluated or approved The Perry Company or Fortress UTV/ATV Accessories product line.

3. **User Consent** –You will communicate with The Perry Company using emails, notices, disclosures or other electronic formats. You agree that any agreements, notices, disclosures or other communications between us satisfy the legal requirements that our communications be in writing. Also, your continued use of The Perry Company website constitutes your consent to be bound by the terms and conditions of this Terms of Service Policy.
4. **Indemnification** – You agree to indemnify, defend, and hold harmless The Perry Company, its affiliates, subsidiaries, associated entities, their respective directors, officers, representatives, insurers, attorneys, agents and employees from all claims, obligations, suits, penalties, actions at law or in equity, damages, losses of any kind or nature, costs, expenses (including but not limited to attorneys’ fees and court costs) arising out of or in connection with your use of this website.
5. **Disclaimer and Limitation of Liability** – **THE PERRY COMPANY WEBSITE IS PROVIDED ON AN “AS IS” BASIS. YOU AGREE THAT YOU ARE USING THIS WEBSITE AT YOUR SOLE RISK AND ARE EXPRESSLY ASSUMING IN SUCH RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PERRY COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND/OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE R INABILITY TO USE THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY COMPUTER VIRUSES, DEFECTS, LOSSES OF ANY KIND OR NATURE, EXPENSES, COSTS (INCLUDING ATTORNEYS’ FEES), SERVICE INTERRUPTIONS, LINE INTERRUPTIONS, OR TRANSMISSION DELAYS. THE PERRY COMPANY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE PERRY COMPANY BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE PURCHASE, USE, OR INABILITY TO USE ANY PRODUCT DISPLAYED ON THIS WEBSITE. NO ONE, INCLUDING BUT NOT LIMITED TO ANY AGENT OR EMPLOYEE OF THE PERRY COMPANY, HAS THE AUTHORITY TO MODIFY THESE OBLIGATIONS OR LIMITATIONS.**

This provision gives you specific legal rights, and you may also have other rights which vary from state to state, therefore, some of the limitations stated above may not apply to you.

6. **Governing Law** – This Terms of Service Policy shall be construed in accordance with the laws of Texas, regardless of any choice of law principles. Jurisdiction and venue for all purposes shall be in any court of competent jurisdiction in McLennan County, in the State of Texas
7. **Prohibitions and Limitations of Use** – The unauthorized use of this website is strictly prohibited. The Perry Company must give its express written prior consent to any use of this website for a commercial purpose, including but not limited to data usage, data mining, any form of extraction of information or data, any copying or downloading. Further the contents of this website, including text, images and/or logos, may not be used for any illegal or inappropriate purpose, including but not limited to any purpose that is or may be construed as misleading, defamatory, derogatory, discriminatory, harassing, pornographic, profane, abusive, libelous, slanderous and/or disparaging. **The contents and use of this website are subject to and protected by applicable laws and your misuse of this website may constitute a violation of such applicable laws.**
8. **Entire Agreement; Amendments, Modifications and Enforceability** – This Terms of Service Policy is an enforceable agreement between the user and The Perry Company. It is the entire agreement between the user and The Perry Company. The user agrees that it may not modify, alter or amend the terms or conditions of this Terms of Service Policy. The user further agrees that The Perry Company may modify the terms and conditions of this Terms of Service Policy for any reason and with or without notice. If any term or condition of this Terms of Service Policy is deemed unenforceable, then those provisions not deemed unenforceable shall remain in full force and effect.
9. **How to Contact Perry Company** - If you have any questions or need more information please contact us at info@perry-co.com.

Dated: 05/21/2024