

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Applicability.

- (a) These General Terms and Conditions for the Sale of Goods and Services ("Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by the company identified on quotation ("Seller") to the purchaser of such Goods and or Services ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods or Services covered hereby ("Contract"), the terms and conditions of the Contract shall prevail to the extent they are inconsistent with these Terms. If the subject of the sale is software-as-a-service ("SaaS"), then the additional terms contained in any attached SaaS agreement also apply. If the Goods or Services covered by the Agreement (defined below) are capable of collecting, storing (including remotely) or transmitting information, then the additional terms in Schedule A shall also apply to such Goods. If the sale under the Agreement includes Training Services, then the additional terms in Schedule B shall also apply to such Services. If the sale under the Agreement includes software (except for SaaS) (whether alone or in conjunction with hardware), then the additional terms in Schedule C shall also apply to such software.
- (b) Any offer, referencing these Terms, including quotations and or proposals, is subject to acceptance only on the terms stated in such offer and these Terms. Such offer is expressly conditional on acceptance of these Terms without any additional or conflicting terms. Any quotation and written confirmation of order issued by Seller ("Sales Confirmation") and these Terms (together the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, other than the Contract. These Terms may only be modified by terms included in Seller's quotation or Sales Confirmation but not by terms on Buyer's documents. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted purchase order or such terms. Fulfilling Buyer's order does not constitute acceptance of Buyer's terms or any modification of these Terms. Buyer expressly waives the right to enforce any terms outside of the Agreement.
- (c) The Terms also apply to all distributors, integrators and resellers ("Channel Partners") who sell or license the Goods and/or Services. All Channel Partners who sell or license the Goods and/or Services will ensure that all third-party end users will be bound by the Terms.

2. Delivery And Shipping Terms.

- (a) Delivery will be complete when Seller makes the Goods or Services available for pick up by a common carrier as per the Incoterms herein ("Delivery").
- (b) The Goods or Services will be delivered within a reasonable time, subject to availability of Goods and Services, after:
 - (i) Seller provides Sales Confirmation of Buyer's purchase order consistent with any delivery information provided by Seller,
 - (ii) Buyer has provided all necessary documents, permits, releases, plans, etc., and
 - (iii) agreed terms of payment and other obligations of the Buyer are fulfilled.
- (c) If Buyer fails to provide the necessary items by the agreed upon date, Seller will extend Delivery upon receipt. Seller shall not be liable for any delays in providing Goods or Services or any loss or damage in transit.
- (d) Unless otherwise agreed to, if Buyer fails to provide the items necessary for Seller's performance within three (3) business days of Seller receiving purchase order, Seller will extend Delivery upon receipt. Seller shall not be liable for any delays in providing Goods or Services or any loss or damage in transit

- (e) Additional expenses for Buyer's special packaging and transportation instructions shall be borne by Buyer. Buyer shall be responsible for export of Goods and Services and any associated license or fees.
- (f) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Buyer shall pay for the units shipped whether whole or partial.
- (g) If Buyer delays shipment by more than thirty (30) days, on day thirty one (31) from the date notice of Delivery was provided to Seller, (i) risk of loss for all goods shall pass to Buyer, (ii) Goods shall be deemed to have been delivered, and (iii) Buyer may be charged a storage/insurance fee of point five percent (0.5%) of the price of the Goods each month shipment is delayed, but in no case more than a total of five percent (5%).
- (h) Buyer shall not be entitled to object to or reject any Goods or any portion of them by reason of the quantity being less than the amount ordered and shall pay for such Goods delivered at the price set forth in the applicable Sales Confirmation.

If for any reason Buyer fails to accept delivery of any of the Goods, or if Seller is unable to deliver the Goods because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery.

- (a) The quantity of Goods recorded by Seller upon Delivery is conclusive evidence of the quantity of Goods received by Buyer unless Buyer can provide conclusive evidence proving the contrary.
- (b) The Seller shall not be liable for any late Delivery of Goods (even if caused by Seller's negligence).
- (c) Any liability of Seller for non-Delivery of the Goods shall be limited to adjusting the invoice to reflect the actual quantity of Goods delivered.

4. Title and Risk of Loss.

Title and risk of loss shall pass to Buyer upon Delivery. Buyer shall file any claims for loss, damage, delay or otherwise, with the carrier, insured or other related third parties. As security for payment, Buyer grants Seller a lien and security interest in the Goods and all related proceeds, including insurance, wherever located and whether now owned or later acquired. The security interest granted under this provision constitutes a purchase money security interest under the relevant State Uniform Commercial Code.

5. Inspection and Rejection of Nonconforming Goods.

- (a) Buyer shall inspect the Goods within three (3) days of receipt (collection of Goods at Seller's facility) ("Inspection Period") at Buyer's facility, except in the case where Buyer's source inspector or authorized representative inspects the Goods at Seller's facility in which case no Buyer has no further right of inspection. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- (b) Buyer must promptly notify Seller of any Goods that do not meet Seller's published specifications ("Nonconforming Goods"). Seller may, in its sole discretion, either replace the Nonconforming Goods or issue credit for the Nonconforming Goods. Buyer must return the Nonconforming Goods at their expense and risk of loss. Upon receipt of Nonconforming Goods, Seller will ship replacement or repaired Goods to Buyer, at Buyer's expense and risk of loss, per the Incoterms herein.
- (c) Buyer acknowledges and agrees that the remedies set forth in Section 6(a) are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

6. Price.

- (a) Buyer shall purchase the Goods or Services from Seller in the quantities described and at the prices set forth in Exhibit A, or as otherwise quoted by Seller, which shall be reflected on Buyer's purchase order.
- (b) All prices exclude all taxes and duties. Buyer shall be responsible for all applicable charges except any taxes pertaining to Seller's income. Buyer is responsible for providing any certificate of exemption or similar document required for any tax relief or exemption.

7. Payment Terms.

- (a) Buyer shall pay all invoiced amounts due to Seller within thirty (30) days after the date of Seller's invoice. Buyer shall make all payments in accordance with the relevant quotation or Sales Confirmation, in US dollars unless otherwise agreed in writing by Seller.
- (b) Buyer shall pay interest on all late payments at the lesser of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, debt collection agency and attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend future deliveries of any Goods and Services if payment for any amount is delinquent for seven (7) days following written notice thereof. Seller may change its credit terms, suspend its performance, and/or terminate any outstanding orders when, in Seller's opinion, Buyer's financial condition or record of payment so warrants.
- (c) Buyer may not withhold payment due to any set-off claim, including for breach, bankruptcy or otherwise.

8. Order Changes.

- (a) Buyer may not cancel or postpone an order accepted by Seller. Prior to shipment Buyer may request, in writing, changes within the general scope of the order. Seller, at its' discretion, may accept or reject the change request. Prior to accepting any order change, Seller will notify Buyer of any change in price or time required to support the order change. Upon written confirmation of acceptance from Buyer, Buyer will immediately provide updated purchase order to Seller and Seller will modify the order and commence work accordingly.
- (b) Seller reserves the right at any time to make changes in design or additions or improvements in its Goods or Services. Seller shall have no liability or obligation to install such change in any Goods manufactured or Services provided prior thereto.

9. Evaluation Products.

Seller may provide Buyer sample or prototype Goods for test and evaluation purposes only ("Evaluation Products"). Evaluation Products may be provided free of charge or sold to Buyer. Seller retains ownership and title to the Evaluation Products. All Evaluation Products shall be provided "AS IS" without warranty of any kind. Use of the Evaluation Product is at Buyer's sole risk. Under no circumstances shall the Evaluation Products be used in any production or commercial environment, technology, device or other machinery and Seller shall assume no liability for such unauthorized use. Evaluation Products shall be returned to Seller immediately upon expiration of the evaluation period or upon Seller's request unless Buyer has purchased the Evaluation Products.

10. Intellectual Property Rights.

All intellectual property generated, conceived or developed including, without limitation, inventions conceived or reduced to practice and including any resulting patents, copyrights or otherwise, and any works of authorship in any form of expression including, without limitation, manuals and software, created under this Agreement and all copyrights therein, shall be owned exclusively by Seller.

11. Buyer Indemnity.

Buyer agrees to defend, indemnify and hold Seller harmless from any and all liability, and to pay all costs and attorney's fees, for injury or damage to persons or property caused in any manner by the Goods while

in possession or under the control of Buyer or Buyer's customer or the Services provided by Seller except as expressly set forth elsewhere in these Terms.

12. Limited Warranty.

(a) Goods Warranty

- (i) Seller warrants to Buyer that for a period set forth on the quotation or for twelve (12) months from the Delivery date, whichever is longer, ("Warranty Period"), Goods will be free from material defects in material and workmanship.
- (ii) The Seller shall not be liable for warranty claims unless Buyer: (i) gives Seller written notice and description of defect, within seven (7) days of discovery; (ii) returns such Goods to Seller at Buyer's cost for examination; (iii) properly packages such Goods to protect from damage, including electrostatic discharge; (iv) pays any evaluation fee, and (v) Seller confirms defect.
- (iii) Upon return of Goods to Seller and confirmation of defects in Goods, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or (ii) credit the price of such Goods at the pro-rated contract rate. If Buyer sends Goods back to Seller for evaluation to repair or replace and is provided a repair quote from Seller, Buyer then has fourteen (14) days to accept the repair quote (unless a longer time is stated on such quotation), otherwise Seller may, at its discretion, scrap the Goods or return the Goods to Buyer at Buyer's expense. All costs of de-installation or re-installation of the Goods or Services shall be borne by Buyer. Goods that are repaired or replaced during the Warranty Period are warranted for a period of six (6) months from the date of repair or replacement or the unexpired term of the original Warranty Period, whichever period is longer. Where Goods are replaced pursuant to this Section, Buyer shall be invoiced for the replaced Goods and then issued credit for such Goods.
- (iv) The Seller shall not be liable for a breach of the warranty if: (i) Buyer continues to use such Goods after giving notice of defect; (ii) use of the Goods outside of Seller's oral or written instructions for storage, installation, commissioning, use or maintenance of the Goods; or (iii) Seller determines that defect resulted from (a) normal wear and tear, including corrosion; (b) installation and/or maintenance by Buyer or a third party; (c) misuse or abuse, whether willful or negligent, of the Goods by Buyer or a third party; (d) modifications, alterations, service, repair or replacement made by Buyer or a third party that were not authorized by Seller; (e) any combination or use of the Goods with any third party equipment or ancillary products; (f) failure of Buyer to maintain environmental conditions in accordance with Seller specifications or instructions, if any; (g) customized equipment manufactured by third parties for incorporation into any of the Goods; (h) defects or errors due to Seller's compliance with Buyer's custom specifications; (i) causes beyond Seller reasonable control; or (j) causes other than Seller's workmanship or materials.
- (v) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 12(a).

(b) Services Warranty

- (i) Seller represents and warrants that the Services provided under these standard terms and conditions will be performed by qualified individuals in a professional and workmanlike manner. This warranty extends only to the original Buyer. Seller shall not be liable for a breach of this warranty regarding Services unless Buyer gives written notice of the defective Services, reasonably described, to Seller within ten (10) days from the date of service. Seller's warranty obligation regarding Services is limited to, as Seller's option and in its sole discretion, a) re-performance of the Services to the extent required to correct such defect, or b) refunding the amount paid for the specific Services which are in breach of the warranty. Any re-performance of Services will be warranted against defects in material or workmanship for the unexpired portion of the warranty applicable to the Services. Warranty claims must be filed by Buyer within the time period stated above.

- (ii) The above warranty applicable to Services will be voided if, in Seller's opinion, either: (a) the subject of any Services has been altered, repaired, or modified following commissioning/installation by Seller without the prior written agreement of the Seller; or (b) Buyer engaged, employed, or used a third party to commission or install Seller's equipment, or do corrective services, without Seller's prior written consent. This warranty applicable to Services only applies to the original Buyer and original site where the work was performed and cannot be assigned to a different site or location, without the express written consent of the Seller. Notwithstanding this warranty will not apply to mobilization and logistics associated with the delivery of warranty at a 3rd party site
- (c) Disclaimer and Sole Remedy
 - (i) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, SERVICES, OR THIRD PARTY PRODUCTS INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; AND (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
 - (ii) THE REMEDIES SET FORTH IN SECTION 12 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12.

13. Limitation of Liability.

- (a) IN NO EVENT SHALL SELLER, ITS REPRESENTATIVES, AFFILIATES OR VENDORS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT, DATA, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BUYER'S USE OF THE GOODS OR SERVICES, SELLER'S INABILITY TO RENDER SERVICES, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (I) THE AMOUNTS PAID BY BUYER FOR THE SPECIFIC GOODS AND SERVICES, WHICH GAVE RISE TO THE CLAIM UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS PRECEDING THE CLAIM, OR (II) FIFTY THOUSAND US DOLLARS (\$50,000).

14. Insurance.

During the term of this Agreement and for a period of one year thereafter, the Parties shall, at their own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in an amount sufficient to pay for any potential liabilities hereunder with financially sound and reputable insurers. Upon a Party's request the other Party shall provide a certificate of insurance ("COI") evidencing the insurance coverage specified in this Agreement. The COI shall name the other Party as an additional insured.

15. Compliance with Law.

The Parties shall comply with all applicable laws, regulations, and ordinances. Each Party shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. The Parties shall comply with all export and import laws of all countries involved in the sale of the Goods or Services under this Agreement or any resale of the Goods or Services by Buyer, including but not limited to the U.S. Export Administration Regulations (EAR) and International

Traffic in Arms Regulations (ITAR). Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods or Services. Buyer shall not sell, re-export, transfer or otherwise dispose of any Goods, Services, or technical data received from Seller to any country or user to which such export, re-export, or transfer is restricted by United States or other country law or regulation without first obtaining any required governmental license, authorization, certification, or approval at its sole cost and expense. If Buyer resells or otherwise disposes of any Goods, Services, or technical data purchased or licensed hereunder, it will comply with any export restrictions applicable to such transfer. Seller shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension, or governmental delay in issuance of any necessary export license or authority.

16. Termination.

Seller may terminate all or any portion of any order placed by Buyer, even if previously accepted by Seller, at any time and for any reason upon written notice to Buyer prior to delivery. In addition to any remedies provided under these Terms, Seller may terminate the Agreement immediately, upon written notice to Buyer, if Buyer: (i) fails to pay any amount due within seven (7) days of written notice of nonpayment; (ii) is in breach of any of these Terms, in whole or in part; or (iii) becomes insolvent, or enters into proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Upon such termination Buyer shall be responsible to pay for any Goods delivered or Services performed prior to termination.

17. Confidential Information.

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer ("Confidential Information"), 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" is confidential. Buyer shall use Confidential Information solely for performing its obligations under the Agreement. Buyer may not disclose or copy Confidential Information unless Seller has provided prior written authorization. Upon request, Buyer shall promptly return all Confidential Information received from Seller. Seller 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. This obligation survives termination and expiration of the Agreement.

18. Force Majeure.

Seller shall not be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in performance, caused by acts beyond its reasonable control, including, without limitation, (a) acts of God; (b) flood, fire, earthquake, pandemic, 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 actions; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond Seller's reasonable control. Seller shall give reasonably prompt notice and shall use reasonable efforts to minimize the impact and resume performance as soon as reasonably practicable after the removal of the cause.

19. Assignment.

Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Agreement.

20. Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law.

All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State in which the Seller is incorporated, without reference to its conflict of laws provisions.

23. Submission to Jurisdiction.

Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the federal courts of the United States of America or the state courts in which the Seller is incorporated, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

24. Notices.

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and sent to the addresses on the Sales Confirmation or to other address 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), certified or registered mail (in each case, return receipt requested, postage prepaid) or email. Notice is effective only upon receipt of the receiving party, (b) if the party giving the Notice has complied with the requirements of this Section.

25. Waiver.

The delay or failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision.

26. Severability.

To the extent any provision or a portion of any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining portions of such provision and this Agreement will remain in full force and effect.

27. Survival.

Provisions of these Terms which by their nature should survive termination or expiration of the Agreement shall remain in effect, including, but not limited to: Payment Terms, Intellectual Property Rights, Limitation of Liability, Insurance, Compliance with Laws, Confidential Information, Governing Law and Jurisdiction and Survival.

28. Entire Agreement.

The Agreement, its schedules, and any quotation, Sales Confirmation, or invoice issued by Seller comprise the entire agreement between the parties and supersede all prior or contemporaneous agreements, negotiations, discussions, and proposals, oral or written, and any and all other communication relating to the subject matter of this Agreement. The Agreement may not be modified or amended unless in writing by mutual agreement of the parties. The Agreement may be executed in multiple counterparts and delivered by pdf or facsimile transmission, each of which will be deemed an original but all of which will constitute one and the same instrument. Seller's signature on Buyer's purchase order does not constitute an amendment to the Agreement nor is it an acceptance of any Buyer terms that may be referenced on such purchase order.