

ROBOVENT SOLUTIONS GROUP, INC. TERMS AND CONDITIONS OF SALE Doc. #: ____, Rev 0 (August 1, 2024)

1) Contract and Acceptance

The terms and conditions of sale set forth herein (including the Collector Limited Warranty set forth in Exhibit "A" and the Portables Limited Warranty set forth in Exhibit "B" (both defined in Section 9 below) and all drawings, specifications, descriptions and other documents incorporated herein by reference and/or attached hereto including, without limitation, Seller's proposal for the project ("Project") and the Seller's scope of work document for the Project (all such documents collectively, the "Agreement")), constitute the entire agreement between RoboVent Solutions Group, Inc. ("Seller" or "RoboVent") and the individual or entity identified on Buyer's order, or, if different, on Seller's proposal for the Project ("Buyer"). SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO THE TERMS AND CONDITIONS OF THE ENTIRE AGREEMENT. The terms and conditions of the Agreement shall prevail over any conflicting or different terms in Buyer's order for the Project or Buyer's purchase order forms, unless (i) Buyer notifies Seller in writing of its specific objections to the Agreement within fifteen (15) days from receipt of Seller's acknowledgment of the order for the Project and (ii) Seller agrees in writing to Buyer's objections. Seller specifically rejects, and Buyer disclaims, all pre-printed provisions in Buyer's purchase order, or incorporated therein by reference, and any other Buyer forms or documents. The failure of Seller to object to any provision in conflict herewith whether contained on Buyer's purchase order or otherwise, shall not be construed as a waiver of the provisions hereof nor as an acceptance by Seller of any conflicting terms in Buyer's purchase order or otherwise. Seller's proposal is only preliminary unless it is otherwise confirmed by Buyer in an order. For purposes of these terms and conditions of sale, "Products" means any machinery, apparatus, part, equipment, accessories, materials, or supplies provided by Seller to Buyer pursuant to the Agreement and "Services" means any services provided or sold by or on behalf of Seller pursuant to the Agreement. For purposes of these terms and conditions of sale, the terms Products and Services are collectively referred herein as the "Work." As used in these terms and conditions of sale, the term "Collector Products" means Seller's non-portable collector Products (its Senturion, Spire, HVE, and Fusion Product lines), and the term "Portable Products" means Seller's portable collector Products (Ventboss, Procube, and Clarion Product lines).

2) Prices, Acceptance of Work, and Credits

All prices F.O.B. Seller's plant or shipping point and do not include crating. Crating and shipping is made to the best of Seller's knowledge, but Seller is not to be held responsible. Crating is charged to Buyer at Seller's cost and is not returnable. Unless Seller elects to deliver the Products in lots as provided in the Agreement or Seller otherwise agrees in writing, payment is payable in cash at Seller's place of business without any deductions or setoffs. Charges for non-cash payments are payable by the Buyer to Seller. Fees for Subscriptions (defined in Section 20) are payable as specified in Section 20 below. Maintenance Contract (defined in Section 21 below) fees are due as provided in Section 21. Payment for Collector Products and Portable Products and any Services related thereto are due and payable as follows:

- 30% Invoiced at Seller's acceptance of Buyer's order, and Invoice is Due Upon Receipt
- 30% Invoiced upon Engineering Drawing Approval, and Invoice is Due Upon Receipt
- 30% Invoiced upon the Products readiness for shipment, and Invoice is Due Upon Receipt
- 10% Invoiced upon completion of the Work, and Invoice is Due Net 30 days from date thereof

Any payment for the Work made more than seven business (7) days after its due date shall be subject to a late payment fee of 5% of such past due amount. Any payment not made within seven (7) business days after the due date for such payment will be charged with interest at a rate equal to the lesser of (i) 1.5% per month (18% annually) or (ii) the maximum amount permitted by law until paid in full. Buyer may not make any deduction from any payment without the Seller's prior written agreement.

No order or purchase order from Buyer shall be deemed accepted by Seller until accepted in writing by an authorized employee of Seller at its office. Seller's acceptance of any order or purchase order from Buyer specifically excludes Seller's acceptance of any of Buyer's standards terms or conditions included in or incorporated by reference in Buyer's order or purchase order.

Credits on Buyer's account expire after one hundred eighty (180) days.

3) Shipping Schedule and Delivery

Seller will establish shipping schedules that are close as practicable to Buyer's requested delivery date. However, Seller will not be responsible for deviations in meeting shipping schedules or delivery dates, nor for any losses or damages to Buyer (or any third person), occasioned by deviations in the performance or the nonperformance of any of Seller's obligations under the Agreement or by loss of or damage to the Products directly or indirectly attributable to or in any manner arising from any act of Buyer, any Force Majeure Event (defined in Section 22 below), or any other causes beyond Seller's control or the control of its supplier or subcontractors. Seller reserves the right to ship in advance of any of Buyer's requested dates, except as specifically agreed otherwise by the parties. Notwithstanding any provision hereof to the contrary, Seller reserves the right to make delivery in lots. Upon readiness for shipment of each lot, Seller shall have the right to immediately invoice an appropriate portion of the total purchase price for the Products. Should shipment be held beyond the scheduled date for the convenience of the Buyer or at the request of the Buyer, then in addition to any other rights or remedies specified herein, the Seller reserves the right to invoice immediately for the Products and to charge Buyer for warehousing, insurance, trucking charges, mobilization and demobilization costs and expenses, and all other costs and expenses incident to or occasioned by such delay.

4) Title and Risk of Loss

Title to any Product shall only pass upon Seller's receipt of payment in full for such Product and any related Services thereto. Risk of loss for all Products shall transfer to Buyer upon Seller's shipping such Products. Any claim for loss or breakage (obvious or concealed) is Buyer's responsibility and should be made to the carrier immediately. Seller will render Buyer reasonable assistance in securing satisfactory adjustment of such claims. Any notices of shortages or other errors must be made to Seller via phone with follow-up email notification within 24 hours after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all claims by Buyer.

5) Transportation Charges and Allowances

No freight is allowed unless stated in Seller's proposal (if any). If Seller's proposal states that freight (if any) is allowed, all prices are F.O. B. Seller's shipping point with most economical surface transportation allowed. If the quoted price includes transportation, Seller reserves the right to designate the common carrier and to

ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted prices include transportation, no reduction will be made in lieu thereof whether Buyer accepts shipment in factory, warehouse, freight station, or otherwise supplies its own transportation.

6) Taxes

Seller's prices do not include any applicable sales, excise, or similar taxes, fee, or duty ("**Taxes**"). If under law or governmental regulation now or hereafter in effect, the Seller is required to pay or collect any Taxes upon the Products or Services included in Buyer's order or predicated upon, measured by or arising from the sale, transportation, delivery, use or consumption of the Products or Services, whether directly or indirectly, the prices to be paid by the Buyer hereunder shall be increased by the amount of such Taxes. Buyer agrees to pay such Taxes as part of the purchase price. Buyer also agrees that such payment for Taxes shall be made even if Seller learns of Taxes due pursuant to the delivery after receipt of final payment.

7) Products, Services, and Change Orders

Products. Suppliers of components used by Seller in the Products are at Seller's sole discretion unless Buyer's order or purchase order for the Products as accepted by Seller explicitly provides otherwise. Buyer shall be solely responsible for compliance with specified local laws or recommendations of authorities, such as environment, energy, fire protection, structural design, department of labor, insurance and other state and federal agencies with respect to the Products and the use thereof. Buyer shall be solely responsible for such compliance, and Seller shall incur no liability for such compliance. Seller shall further incur no liability on account of any failure to comply with any local laws or such recommendations. Any application and permits required for erection and installation of Seller's Products shall be the sole responsibility of the Buyer and shall be obtained by the Buyer. Any alteration or modification necessary to the building/foundation upon which Products are erected or affixed is the sole responsibility of the Buyer. In addition, Buyer shall, at Buyer's sole cost and expense, be responsible for testing any combustible dust and providing to Seller such testing results and any related reports.

Standard of Care for Services. Seller will perform all Services included in the Work with the care and skill ordinarily used in professions similar to Seller's under similar circumstances at the same time and in the same locality.

Change Orders. Unless otherwise specified, any changes to any of the drawings, specifications, schedule or scope of the Project or to the Work requested by Buyer or required for approval will be treated as an extra Service and/or Product, and are subject to an additional fee. In some instances, certain drawings as listed in the proposal may not be required or appropriate for the Project. In these instances, there shall be no deduction in the fee payable by Buyer. All modifications or change orders to the Work must be agreed to in writing signed by Seller's authorized representative and may be subject to additional fees and additional time.

8) Installation, Site Preparation, and Access

Buyer shall pay all costs of installation, including the cost of any modifications to Buyer's plant and equipment which are necessary to accommodate the Products and the installation thereof. SELLER SPECIFICALLY DOES NOT WARRANT THAT SUCH MODIFICATIONS WILL NOT BE NECESSARY. In addition, Buyer shall be responsible for all site preparation including, without limitation, all site preparation and other items (i) excluded in Seller's proposal; (ii) identified as Buyer's responsibility in the Seller's proposal; (iii) excluded in Seller's Scope of Work; or (iv) included in the Seller's Scope of Work as Buyer's responsibility.

By placing an order based on Seller's proposal for the Project or entering into a Maintenance Contract, Buyer authorizes and grants permission and a license

to Seller and its employees, agents and subcontractors to continually access the site of the Project where the Product(s) will be installed ("**Property**") for the purpose of providing any Services included in the Agreement. Such access shall be exercised in a manner which shall not unreasonably interfere with Buyer's use of the Property. Buyer hereby represents and warrants to Seller that Buyer has the right to grant such license and access to the Property to Seller. With respect to any materials (including, but not limited to, drawings, sketches or renderings) given to Seller by Buyer or by its employees or agents for use in connection with the Agreement or otherwise included as part of the Agreement, Buyer hereby represents and warrants to Seller that Buyer has all rights in such materials and has the right to grant to, and hereby does grant to, Seller the right to use, reproduce, distribute copies, display or modify such materials, or prepare derivative works based on such materials.

9) Product Warranties

The Collector Products sold under the Agreement are warranted by Seller to Buyer solely and exclusively as set forth in the limited warranties set forth in **Exhibit "A"** attached hereto and incorporated herein by reference ("**Collector Limited Warranty**"). The Portable Products sold under the Agreement are warranted by Seller to Buyer solely and exclusively as set forth in the limited warranties set forth in **Exhibit "B"** attached hereto and incorporated herein by reference ("**Portables Limited Warranty**"). Products and Services provided by Seller to Buyer under the Maintenance Contract are subject to the warranties set forth in the Maintenance Contract ("**Maintenance Contract Warranty**"). The Collector Limited Warranty, the Portables Limited Warranty, and the Maintenance Contract Warranty are collectively referred to in these terms and conditions of sale as the "**Limited Warranties**."

THE LIMITED WARRANTIES SET FORTH IN **EXHIBIT "A", EXHIBIT "B", AND THE MAINTENANCE CONTRACT** ARE THE SOLE AND EXCLUSIVE WARRANTIES FOR THE PRODUCTS AS EXPLICITLY PROVIDED IN SUCH

LIMITED WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTIES, SELLER SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER OR ITS EMPLOYEES, WHETHER BEFORE OR AFTER THE DATE OF THE ORDER, THE PURCHASE ORDER, OR THE AGREEMENT, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTIES.

10) Patent Indemnity

Subject to the limitation set forth in the last sentence of this paragraph, Seller agrees that it will indemnify Buyer for all damages or costs to the extent resulting from any third-party suit or demand alleging infringement of any patent by any Product provided by Seller; provided that the foregoing indemnity shall not apply to the extent any damages, costs or infringement claim arises out of or is based on (i) any specifications provided by Buyer, (ii) any modifications to the Products by Buyer or third parties, (iii) the combination of the Products with any other parts, equipment, products or goods, or (iv) Buyer's use of the Products in a manner that infringes any patent, copyright, trademark, trade secret or other intellectual property of a third party. The foregoing indemnity shall also be conditioned on Seller being promptly notified in writing by Buyer of such suit or demand and given adequate authority, information and assistance for the defense of same. Seller shall have no obligation to assume defense of any such claim, but in the event that it does exercise such right, Seller at its own option and expense shall have the right to settle such suit or demand by procuring for the Buyer the right to continue using the Product or part thereof furnished by Seller. Alternatively, Seller may, at its expense, replace the Product or part thereof with a non-infringing Product, or may modify same so that it becomes non-infringing, or may remove the alleged infringing Product and refund the purchase price paid by Buyer for the infringing Product. SELLER'S SOLE RESPONSIBILITY AND THE BUYER'S EXCLUSIVE REMEDY FOR ANY SUCH SUIT OR

DEMAND SHALL BE AS SET FORTH IN THIS PARAGRAPH, AND IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS PARAGRAPH EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE INFRINGING PRODUCT.

Buyer shall indemnify, defend and hold Seller and Seller's subsidiaries, affiliates, shareholders, directors, officers, employees, subcontractors, agents, successors, assigns and distributors harmless for any losses, damages liabilities, penalties, costs, taxes, fees, penalties, or expenses (including, without limitation, attorneys' fees) arising out of or resulting from any suits, claims or disputes related to, (i) infringement of copyrights, patents, trademarks or trade dress, unfair competition or theft of trade secrets in connection with materials, plans, drawings, or specifications furnished by Buyer to Seller, or (ii) Buyer's breach of its representation and warranty set forth in the last sentence of Section 8 above. The provisions of the preceding sentence shall survive termination or expiration of the Agreement.

11) Confidentiality and Use of Buyer's Logos

In connection with the performance of its obligations under the Agreement, Seller has or may disclose Confidential Information (as defined below) to Buyer. Buyer shall (i) use the Confidential Information solely for the purposes of the Agreement, and for no other purpose; (ii) safeguard the Confidential Information to prevent its disclosure to or use by third parties or others within Buyer's organization who do not have a need to know such Confidential Information; (iii) not disclose the Confidential Information to any third party; and (iv) not modify, reverse engineer, manipulate, disassemble, decompile, or claim ownership or rights to the Confidential Information. In addition, no rights or licenses are granted or implied to Buyer under any patents, trademarks, copyrights, designs, trade secrets or other intellectual property rights of Seller, except as may be specifically agreed to in writing by Seller in the Agreement. Upon Seller's request, or upon termination of the Agreement for any reason, Buyer shall return to Seller or destroy, at Seller's option, all Confidential Information of Seller and any copies or portions thereof in whatever form. The ownership of Confidential Information and of any other patents, copyrights, designs, trademarks, trade secrets and other intellectual property rights of Seller shall remain vested in the Seller or its affiliates. Notwithstanding the foregoing provided Buyer continues to comply with the restrictions on Confidential Information set forth in the second sentence of this paragraph, Buyer as the recipient of Confidential Information, may retain one of copy of such Confidential Information for legal retention purposes or to maintain a record of the extent of disclosure hereunder, and shall not be required to delete electronically archived materials or information.

"Confidential Information" means all non-public, confidential, or proprietary information disclosed before, on, or after the date of Seller's proposal or of the Agreement, by Seller to Buyer, or to Buyer's affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, **"Representatives"**), 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," including, without limitation, all information concerning Seller and its affiliates', and their customers', suppliers', vendors' and other third parties' past, present, and future business affairs including, without limitation, the following of Seller's: the Seller's proposal, the Agreement, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, pricing, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies, drawings, specifications, data, technical information, computer files, electronic files, models, mock-ups, records, files, unpatented inventions, ideas, processes, methods and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property, as well as all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, test results, and other materials prepared by or for Buyer or its Representatives that contain, are based on, or otherwise

reflect or are derived from, in whole or in part, any of the foregoing. Confidential Information shall not include:

- a) information which at the time of disclosure is rightfully published or is otherwise rightfully in the public domain;
- b) information which after disclosure becomes rightfully part of the public domain other than through a breach of the Agreement by Buyer or its Representatives;
- c) information which was rightfully known to Buyer prior to receipt from Seller;
- d) information which becomes rightfully known by Buyer from a source which legally derives such information independently from Seller under the Agreement and such source is not restricted from disclosing to Buyer;
- e) information which Buyer can prove by written documentation has been independently developed by Buyer, without breach of the Agreement.

If Confidential Information is required to be disclosed pursuant to judicial process, Buyer shall, to the fullest extent permitted by applicable law, promptly provide notice of such process to Seller and, shall fully cooperate with Seller in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Confidential Information shall not be deemed a breach of the Agreement provided that the obligations of this Section 11 are fulfilled by Buyer throughout the judicial process.

If Buyer breaches the nondisclosure covenant or any other Confidential Information obligation in the Agreement, Seller shall have the right, at its sole discretion, to immediately pursue all remedies, whether at law or in equity, against Buyer, including but not limited to, seeking injunctive relief. If Seller seeks and is granted such injunctive relief, Buyer agrees to waive any bond requirements in the grant of such relief.

Notwithstanding any of the foregoing, Buyer agrees that Seller shall have the right to use, duplicate, and depict Buyer's Projects and images thereof, including Buyer's logo, for Seller's promotional or marketing purposes.

12) Nuclear Sales

The Products sold hereunder are not designed or manufactured for use in or with any atomic installation or activity, and Buyer represents and warrants to Seller that, (i) it is not purchasing the Products with the intent to use in or with any atomic installation or activity, and (ii) that it will not use any of the Products in or with any atomic installation or activity.

13) Seller's Right to Manufacture

Seller in its sole discretion shall have the right to manufacture the Products provided hereunder as far in advance of its estimated shipping schedule as it deems appropriate.

14) Limitation of Liability

SELLER'S SOLE RESPONSIBILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTIES SHALL BE LIMITED AS SET FORTH IN SECTION 9 ABOVE, EXHIBIT "A," EXHIBIT "B," AND THE MAINTENANCE CONTRACT, AS APPLICABLE. SELLER'S TOTAL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES OF ANY NATURE, LOSSES, LIABILITIES OF COSTS OF CORRECTIVE EFFORTS, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO ANY WARRANTY ARISING OUT OF OR RELATED TO PERFORMANCE OF THE AGREEMENT OR THE PRODUCTS OR SERVICES COVERED THEREUNDER OR THE PERFORMANCE THEREOF SHALL NOT EXCEED THE PURCHASE PRICE SET FORTH IN THE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT OR IN ANY OTHER DOCUMENT OR OTHER AGREEMENT RELATED TO THE AGREEMENT OR THE PROVISION OF THE PRODUCTS AND SERVICES BY SELLER, IN NO EVENT SHALL, (i) SELLER BE LIABLE TO BUYER IN CONTRACT, TORT, STRICT LIABILITY, OR ON ANY OTHER BASIS, FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY

NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOSS OF CUSTOMER GOODWILL, DELAY DAMAGES, BUSINESS INTERRUPTION COSTS, OVERHEAD COSTS, LOST PROFITS, COSTS OF CAPITAL, OR LOSS OF USE OF MONEY, (ii) SELLER'S LIABILITY TO BUYER (OR ANY OTHER PERSON OR ENTITY) UNDER THE AGREEMENT, ANY OTHER DOCUMENT OR OTHER AGREEMENT RELATED TO THE AGREEMENT OR IN CONNECTION WITH THE PROVISION OF THE PRODUCTS AND SERVICES BY SELLER TO BUYER EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY BUYER TO SELLER UNDER THE AGREEMENT, (iii) SELLER BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES FROM THE RESULT OF FIRE, EXPLOSION, DEFLAGRATION, OR A DUST BYPASS EVENT IN THE AIR FILTRATION SYSTEM, REGARDLESS OF THE CAUSE THEREOF, INCLUDING BUT NOT LIMITED TO BUYER'S PROCESS EQUIPMENT, COLLECTION HOODS, DUCTWORK, SPARK ARRESTANCE SYSTEMS, OR THE AIR FILTRATION DEVICE SUPPLIED BY SELLER OR OTHERS, OR (iv) SELLER BE, IN ANY WAY, LIABLE FOR BUYER'S EMPLOYEES' HEALTH OR OTHER SAFETY CLAIMS OR CONCERNS. THOUGH FIRES IN THE PRODUCTS ARE RARE, AND SELLER'S ENGINEERED SYSTEM DESIGN ALONG WITH PROPER PREVENTIVE MAINTENANCE AND SERVICE WITH SELLER'S SKILLED TECHNICIANS WILL MITIGATE RISK, FIRES CAN STILL OCCUR. ALL COSTS ASSOCIATED WITH A FIRE ARE SOLELY THE BUYER'S OR END USER'S RESPONSIBILITY. SELLER DISCLAIMS ALL LIABILITY FOR ANY AND ALL COSTS, CLAIMS, DEMANDS, CHARGES, EXPENSES, OR OTHER DAMAGES, EITHER DIRECT OR INDIRECT, INCIDENT TO ALL PROPERTY DAMAGES ARISING OUT OF ANY CAUSE OF ACTION BASED ON STRICT LIABILITY.

15) Modification, Rescission and Waiver

No part of the Agreement may be modified or rescinded nor any of its provisions waived unless such modifications, rescission or waiver is in writing and signed by an authorized employee of Seller at its office.

16) Security Interest and Lien Rights

Buyer hereby grants to Seller a security interest in the Products being purchased hereunder and any proceeds therefrom, as security for payment of the full purchase price. Buyer agrees to execute financing statements and such other documents as the Seller may request to create and perfect this security interest. Buyer agrees not to remove the Products from the jurisdiction in which they are initially installed without Seller's prior written consent, for so long as any portion of the purchase price remains unpaid. Seller hereby notifies Buyer that Seller intends to utilize all available construction lien rights it may have in connection with its Work under the Agreement. In order to perfect any construction lien in favor of Seller, Buyer agrees to provide Seller immediately upon Seller's request, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, Mich. Comp. Laws §§ 570.1101 et seq. or similar statutes.

17) Termination, Suspension, Cancellation, and Termination for Convenience

Termination. If Buyer fails to make timely payments to Seller in accordance with the Agreement, such failure shall be considered substantial nonperformance and shall allow Seller, at its election, and upon seven (7) days' prior written notice to Buyer, to either immediately terminate the Agreement or suspend performance of the Work. In the event of such termination by Seller, Buyer shall pay Seller through the date of termination for all amounts payable under Section 2 above, plus amounts for additional time and materials and other costs expended and incurred by Seller not already included in the amounts payable under Section 2, and such additional amounts as reasonably calculated by Seller in accordance with its then material and labor rates to include reasonable overhead, and including but not limited to, development, engineering and time on site expenses. In the event of such termination, Seller will provide Buyer a final invoice calculated in accordance with this paragraph, and Buyer shall pay such final invoice to Seller within fourteen (14) days of receipt of same.

Suspension of Work. If the Work is suspended by Seller as provided above or suspended by Buyer, Seller shall have no liability for any delays, damages, losses,

costs, expenses penalties caused to, or incurred by Buyer due or related to such suspension of the Work. Before resuming the Work, Buyer shall pay Seller all sums due which were due to Seller prior to suspension including, without limitation, all Project costs and any other costs or expenses incurred in the delay, interruption, and resumption of the Work. Time schedules, Project timelines, and Seller's fees and costs for the remaining Work may be equitably adjusted by Seller in its sole discretion. No suspension of the Work shall extend time for making payments as required in Section 2 above.

Cancellation. Seller and Buyer recognize that due to the uniqueness of the Products ordered hereunder and any related Services to be performed, the calculation of damages, including, but not limited to Seller's lost opportunity cost, which would result from cancellation or suspension of the Agreement by Buyer would be difficult. Therefore, if Buyer cancels the Agreement or any order thereunder by: (i) communicating such cancellation, (ii) failing to meet the payment terms of the Agreement, (iii) continued delinquency in paying past due balances for the Project or any other project with Seller after Seller's written notice of delinquency, or (iv) requesting on one or more occasions that Seller suspend Seller's performance of the Agreement once Seller has begun performing the Agreement, including, but not limited to design, specification, manufacturing, fabrication, assembly, procurement, shipment, delivery, installation, commissioning, or start-up, for more than thirty (30) days in the aggregate from all requested suspensions (the events set forth in (i), (ii),(iii) and (iv) collectively and each individually constituting an "Event of Cancellation"), then in addition to the amounts then owed by Buyer pursuant to the Agreement, Buyer shall, within ten (10) days of the Event of Cancellation pay to Seller the following cancellation charges based on the number of days prior to scheduled delivery that the Event of Cancellation occurs

Termination for Convenience. Seller shall have the right to terminate the Agreement for its convenience on a Product-by-Product basis or on a Project-by-Project basis for any or no reason by giving Buyer no less than five (5) business days written notice of such termination. Such termination of convenience by Seller shall be effective on the date set forth in its termination notice to Buyer.

DAYS PRIOR TO SCHEDULED DELIVERY	PERCENTAGE OF PURCHASE PRICE FOR PRODUCTS AND SERVICES
120 to 91	20%
90 to 61	50%
60 to 31	75%
30 or less	100%

18) Costs and Expenses

Buyer shall pay all of Seller's expenses related to the Services that are included in the Work, including but not limited to, permits (but only to the extent that Seller has explicitly agreed in the Scope of Work or elsewhere the Agreement to procure), travel, meals, lodging, reproductions, engineering costs, developments costs, and the like. If Buyer returns Products in accordance with the Agreement, Buyer will be charged a restocking fee as follows: i) 25% for non-custom Products; ii) 100% for custom Products; and iii) 100% of any labor spent and Services provided related to such returned Products, whether custom or non-custom. Buyer agrees to pay Seller all costs and expenses, including reasonable attorney's fees (including those on appeal) incurred by Seller in exercising any of its rights and remedies hereunder or in the Agreement, and including specifically the collection of any outstanding balance owed to Seller by Buyer.

19) Export Control

i. If Buyer transfers Products and Services (hardware and/or software and/or technology as well as corresponding documentation) delivered by Seller, Buyer shall comply with all applicable national and international export (and re-

- export) control regulations. In any event of such transfer of Products and Services, Buyer shall also comply with the (re-) export control regulations of the European Union and of the United States of America, as applicable.
- ii. The Buyer warrants to Seller that it is not subject, directly or indirectly, to any European Union, United States, United Nations, or any other nation's sanctions. Seller shall not be obligated to supply any Products or Services if such supply is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

20) Nederman Insight, E/master and IoT Subscriptions

If as part of the Agreement Buyer elected to purchase a subscription to Seller's affiliate's proprietary equipment monitoring software known in the marketplace as Nederman Insight™ ("**Nederman Insight**"), to Seller's E/master system ("**E/master**"), or to any similar subscription based services or software ("**IoT Subscriptions**" and collectively with Nederman Insight and E/master, "**Subscriptions**"), Buyer understands, acknowledges and agrees that: (i) its access to and use of Nederman Insight is governed by the Insight Master Subscription Agreement set forth at <https://www.nederman.com/en-us/myair/insight/msa> (the "**Nederman MSA**"), all terms and conditions of which are incorporated in the Agreement by reference herein; and (ii) its access and use of E/master and IoT Subscriptions is governed by all terms and conditions set forth in the Agreement and any subscription agreement for E/master or the IoT Subscriptions. By electing to purchase a subscription to Nederman Insight, Buyer also accepts the Nederman MSA and agrees to be bound by and adhere to all terms and conditions therein. Buyer understands that it is Buyer's responsibility to download and/or print a copy of the Nederman MSA for its records and for reference as to the terms and conditions governing access to and use of Nederman Insight. Unless otherwise set forth in the applicable order documentation, all fees for each subscription period for all Subscriptions are payable annually in advance. The initial invoice for such Subscription fees will be delivered on or promptly following the date of the applicable order documentation, and invoices for each applicable renewal period will be sent approximately thirty (30) days prior to the commencement of the renewal period. All such invoices are payable net thirty (30) days of the date of the invoice.

21) Seller's CompleteCare™ Program for Collector Products

If Buyer purchases a RoboVent CompleteCare™ Program (the "**CompleteCare™ Program**") from Seller for Collector Products as evidenced by a maintenance contract with Seller ("**Maintenance Contract**"), during the term of the Maintenance Contract, Seller will provide additional services on Collector Products whose Cabinet Warranty has expired as set forth in this Section 21; provided, (i) the Maintenance Contract has continuously remained and remains in effect; (ii) Buyer maintains the Product in accordance with the Seller's then current terms and conditions; and (iii) all Products and equipment were properly installed, maintained and operated under normal conditions and in accordance with the Owner's Manual, to include but not limited to Buyer's proper removal and disposal of all dust. Notwithstanding anything to the contrary contained herein, failure to exclusively use Seller approved replacement parts and filters on the Products will void any obligations of Seller under the CompleteCare™ Program, the Maintenance Contract, or the Maintenance Contract Warranty. With respect to any Maintenance Contract, the term "Agreement" as used in these terms and conditions of sale includes the Maintenance Contract, and these terms and conditions of sale shall apply to a Maintenance Contract.

Provided all of the conditions set forth in this Section 21 are satisfied, upon the expiration of the Collector Cabinet Warranty (defined in Exhibit "A") on a Collector Product, if desired by Buyer, Seller will provide Buyer a quote to rebuild ("**Rebuild**") such Collector Product ("**Rebuild Equipment**") at Seller's then current rates and surcharges. The Rebuild will be performed by Seller at Buyer's expense upon Buyer's agreeing to Seller's Rebuild quote. A Rebuild shall not extend, modify, or amend the Collector Warranty, including but not limited to

the Collector Cabinet Warranty. Specifically excluding the cabinet of Rebuilt Equipment, after a Rebuild, Seller will provide Buyer with replacements parts for any defective parts included in the Rebuild for a period of one (1) year from the date the Rebuild was completed ("**Rebuild Date**"). Seller will provide Buyer the required labor to correct a defective part in the Rebuild for a period of six (6) months from the Rebuild Date provided the labor is performed at the time of the regularly scheduled visit under the Maintenance Contract. The one (1) year replacement of defective parts and six (6) months for labor are Seller's sole and exclusive obligations to Buyer with respect to any warranties on Rebuilt Equipment, and SELLER MAKES NO REPRESENTATION OR OTHER WARRANTY WITH RESPECT THERETO, INCLUDING THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

If a Collector Product is not re-built by Seller upon the expiration of the fifteen (15) year Collector Cabinet Warranty, then, Seller may add a surcharge to every subsequent Maintenance Contract invoice, to cover the additional cost of maintaining and servicing an older non-rebuilt Collector Product.

Buyer acknowledges and agrees that for all Products all site visits outside of the Seller's standard service schedule for the applicable Maintenance Contract shall be charged at Seller's then current rates and surcharges. For the avoidance of doubt, service outside of Seller's then current service hours and freight charges for parts or equipment are excluded from the CompleteCare™ Program, the Maintenance Contract, and the Maintenance Contract Warranty. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NOTHING IN THIS SECTION OR IN THE MAINTENANCE CONTRACT SHALL MODIFY, AMEND, OR EXTEND THE COLLECTOR LIMITED WARRANTY SET FORTH IN EXHIBIT "A" OR THE PORTABLES LIMITED WARRANTY SET FORTH IN EXHIBIT "B."

22) Force Majeure and Substitutions or Shortages

Seller shall not be responsible for any delay or failure in performance of any part of the Agreement, Seller's quote or proposal, Seller's scope of work, delivery of the Products, or the performance of the Services to the extent such delay or failure is caused by an event beyond the reasonable control of Seller including, without limitation, governmental action, fire, explosion, acts of God, flood, war, terrorism, riot, accident, blockades, insurrections, riots, protests, epidemics or pandemics, government shutdowns, earthquakes, hurricanes, tornadoes, floods, abnormal snow or hail storms or other natural disasters, casualty, strikes or other labor trouble, shortages of labor or materials, increases in material costs, transportation difficulty, acts of the public enemy, or the existence of any circumstance making performance commercially impractical (any such event, a "**Force Majeure Event**"). Seller reserves the right to furnish substitutes for materials and Products which cannot be reasonably obtained because of any restrictions, voluntarily, or compulsorily established by or in connection with any governmental authority or program. Seller may during any periods of shortages due to causes beyond the control of Seller or its suppliers, prorate its supply of Products and components among all of its buyers in such manner as may be deemed equitable in the sole judgment of Seller. Seller shall not incur any liability to Buyer because of any proration hereunder.

23) Permits and Compliance with Laws

Seller makes no guaranties of (and hereby disclaims) obtaining any approval, permit, consent or similar authorization from any governmental authority, public agency or similar regulatory body for the Work. Buyer represents and warrants to Seller that it shall at all times comply with all federal, state and local laws, ordinances, regulations and orders that are applicable to the operation of Buyer's business, the Products, and the Agreement. Without limiting the generality of the foregoing, Buyer shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business, including, without limitation, all such items required for the testing, removal and disposal of dust and other particulate matter.

24) Governing Law, Jurisdiction and Venue, WAIVER OF JURY TRIAL, and Dispute Resolution

The rights and duties of the parties and construction and effect of all provisions in the Agreement shall be governed by and construed according to the laws of the State of Michigan, United States of America, without reference to Michigan's conflict of law rules. Any action arising out of the Agreement, the Limited Warranties, or the provision of the Products and Services hereunder may be brought only in a state court sitting in the County of Macomb County, Michigan, or the federal court in the Eastern District of Michigan closest in proximity to Chesterfield, Michigan, and Buyer consents to the exclusive jurisdiction of such courts with respect to any such action.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER AND BUYER EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE AGREEMENT, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THE AGREEMENT. EACH PARTY HERETO HAS REVIEWED THIS WAIVER AND HAS BEEN GIVEN THE OPPORTUNITY TO SHARE IT WITH COUNSEL OF ITS CHOOSING.

25) Ethical Code of Conduct and Procurement Philosophy.

It is the understanding of Seller that procurement will be made to the best advantage in the open market without favoritism. Best advantage shall be defined as the most favorable offer available in the competitive market considering process, quality, performance and payment terms. All employees of Seller involved in the Project are obliged under Seller's "Code of Conduct" to perform business in an ethical manner, thus prohibiting them from accepting any privileges, in fact or appearance, which might compromise their ability to execute a bona fide business transaction. Further, the Code of Conduct prohibits Seller's employees from seeking any improper advantage through contribution of funds, equipment or facilities, or the provision of other gifts or benefits to public officials or political organizations. To wit, no illegal or improper payment is to be made to any person or entity. By execution of the Agreement, Buyer acknowledges and agrees, to the extent applicable, to abide by Seller's Code of Conduct and the procurement philosophy noted herein. Additionally, Buyer agrees to fully cooperate with Seller in developing only ethical business relationships in accordance with the Code of Conduct. Should Buyer become aware of any business activity in potential violation of the Code of Conduct, Buyer will promptly communicate such information to the President of Seller.

26) Non-Solicitation of Employees

Buyer shall not, directly or indirectly, solicit (other than through general advertisements not directed at the employees of Seller) for employment or hire any of Seller's employees during the term of the Agreement and for a period of two (2) years thereafter. If Buyer violates this Section 26, Buyer agrees to pay a minimum of \$120,000 in penalties per employee hired from Seller in violation of this provision, or Seller's actual damages, whichever is higher.

27) Order of Precedence

With respect to the sale of Collector Products or Portable Products, in the event there is a conflict between these terms and conditions of sale, the proposal, and/or the Scope of Work, the following order of precedence shall apply: a) first, the terms of the Scope of Work will control over any conflicting term in the proposal or these terms and conditions of sale; and b) second, these terms and conditions of sale shall control over any conflicting term in the proposal, unless Seller and Buyer have expressly agreed in writing that the proposal term shall control over the conflicting term in these terms and conditions of sale. With respect to a Maintenance Contract, in the event there is a conflict between these terms and conditions of sale and the Maintenance Contract, the Maintenance Contract shall prevail. No additional or different terms contained in any purchase order, acceptance, invoice, acknowledgment, bill of lading or any

other similar document, click-wrap or other terms and conditions provided with or incorporated into any other documents or materials that is not included in the definition of "Agreement" in these terms and conditions of sale shall be binding on Seller. No course of dealing or usage of the trade shall be applicable unless expressly incorporated into the Agreement.

28) Miscellaneous

The Agreement constitutes the entire agreement between Seller and Buyer with respect to the subject matter thereof, and all prior agreements, whether oral or written, concerning the subject matter of the Agreement are terminated and are null and void. No portion of the Agreement may be modified except in writing signed by an authorized representative of both Seller and Buyer. The Agreement shall be binding on all of Buyers' successors, authorized assigns and personal representatives, and shall not be assignable by Buyer. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the Agreement or the failure of Seller to exercise any of its rights thereunder shall not be construed as a waiver or relinquishment of any such term, condition, remedy, or right under the Agreement and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of the Agreement or future performance of these terms and conditions of sale.