

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by SENSORLOGY GmbH (“**Seller**”) to the buyer named on the reverse side of these Terms (“**Buyer**”).

(b) The accompanying quotation/proposal and Order Acknowledgement (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and (other than the Confidentiality Agreement referenced in Section 4 below) supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered within the time period specified in the Sales Confirmation after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Seller will use standard methods for packing such Goods for air, ocean, or overland shipment. Seller shall pack such Goods suitable for air, ocean, or overland shipment. Wood packing materials will meet all compliance and regulations for IPPC International Standards for Phytosanitary Measures as dictated by International Plant Committee ISPM 15.

(c) Unless otherwise agreed in writing by the parties, Seller shall notify the Buyer once the goods are completed at Seller’s facility. Buyer shall take delivery of the Goods within 15 days of Seller’s written notice of completion of the goods.

(d) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

(e) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date 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).

(f) Any freight cost included with the proposal is only an estimate and actual cost will be determined at the time of shipment, and Buyer will be responsible for any additional costs.

3. Shipping Terms.

Delivery of the Goods shall be made per Incoterms 2020: Ex Works, unless other shipping terms are agreed in writing.

4. Title and Risk of Loss.

Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Pennsylvania Uniform Commercial Code.

5. Buyer’s Acts or Omissions.

If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within 15 days of receipt (“**Inspection Period**”). 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) the product shipped is different than that identified in Buyer’s purchase order; or (ii) the product’s label or packaging incorrectly identifies its contents. (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to the Delivery Point. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer at Seller’s expense, Replacement Goods will be shipped to Buyer at Buyer’s expense and risk of loss. (c) Buyer acknowledges and agrees that the remedies set forth in Section 6

(b) are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. Price.

(a) Buyer shall purchase the Goods and Services from Seller at the prices (the “Prices”) set forth in quotation/proposal or pricing agreement in force as of the date of Buyer’s purchase order.

(b) In the case Seller provides customer site services to the Buyer, in addition to the service fees quoted, Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses, time to travel from and to SENSORLOGY GmbH to customer site, and processing fee as set forth in the quotation/proposal or pricing agreement in connection with the performance of the Services.

(c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personal or real property, or other assets.

8. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller immediately upon receipt of Seller’s invoice. Buyer shall make all payments hereunder by wire transfer, check or credit card and in US dollars. Unless otherwise agreed in writing payment terms are fifty percent (50%) upon issuance of the Buyers purchase order and fifty percent (50%) after factory acceptance test and before shipment.

(b) Buyer shall pay interest on all late payments at the lesser of the rate 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, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise.

9. Limited Warranty.

(a) Seller warrants to Buyer that for a period ending on the earlier of (i) 18 months from the date of shipment of the Goods and (ii) 12 months from the date of installation of the Goods (“**Warranty Period**”), that such Goods will materially conform to Seller’s published specifications in effect as of the date of manufacture and will be free from defects in material and workmanship.

(b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 9(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (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.

(c) 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 9(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE;

(c) WARRANTY OF TITLE; OR (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.

(d) The Seller shall not be liable for a breach of the warranties set forth in Section 9(a) unless: (i) Buyer gives written notice of such breach, reasonably described, to Seller within 15 days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 9(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that a breach of the warranties in Section 9(a) has occurred.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 9(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods, or combines such Goods with attachments or other goods, in any such case, without the prior written consent of Seller.

(f) Subject to Section 9(d) and Section 9(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 9(f) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 9(a).

10. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR BUSINESS INTERRUPTION, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF 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 TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

11. Compliance with Law.

Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement. 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.

12. Termination.

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Confidential Information.

Buyer acknowledges and agrees that the Confidentiality Agreement between the parties remains in full force and effect and that its terms apply to the transactions contemplated hereby as if such Confidentiality Agreement were fully incorporated herein. Buyer acknowledges that the Confidentiality Agreement remains in full force and effect in the event of Termination set forth in Section 12. In the event a Confidentiality Agreement does not exist between the Buyer and Seller, all information defined as technical, commercial, or business which is exchanged directly, or indirectly, between the Buyer and Seller is

deemed to be confidential and Confidentiality shall remain in full force and effect in the event of Termination as set forth in Section 12.

15. Intellectual Property Rights.

(a) Buyer shall not acquire any ownership interest in any of Seller's industrial or other intellectual property rights, whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, any intellectual property rights under the laws of any jurisdiction in any part of the world (collectively, "Intellectual Property Rights") under this Agreement or otherwise. Any goodwill derived from the use by Buyer of Seller's intellectual Property Rights inures to the benefit of Seller. If Buyer acquires any Intellectual Property Rights by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to Seller. Buyer shall take such steps and actions, and provide such cooperation and assistance to Seller, including the execution and delivery of any affidavits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect such assignment to Seller.

(b) Buyer shall not (i) take any action that may interfere with any of Seller's rights in or to Intellectual Property Rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title, or interest of Seller in or to Intellectual Property Rights; (iii) make any claim or take any action adverse to Seller's ownership of Intellectual Property Rights; (iv) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods; (v) use the Goods, including Intellectual Property Rights, or permit them to be accessed or used, for any purpose, or otherwise in any manner to Seller's detriment, including without limitation, to analyze, copy, reverse engineer, disassemble, decompile, modify, or design around the Goods and/or Intellectual Property Rights; or (vi) alter, obscure, or remove any of Seller's trademarks or trademark or copyright notices or any other proprietary rights notices placed on the Goods.

16. Force Majeure.

The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

17. Assignment.

Buyer shall not assign any of its rights or delegate any of its obligations under this 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 this Agreement.

18. 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.

19. 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.

20. Governing Law.

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of Germany.

21. Submission to Jurisdiction.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of Germany or the courts of the State of Bavaria in each case located in the City of Munich, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

22. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be 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), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival.

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

25. Amendment and Modification.

These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

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