

Zetec, Inc.– General Terms and Conditions

- 1. AGREEMENT:** The following terms and conditions, including any documents, drawings or specifications incorporated therein by reference, shall be part of any purchase order accepted by ZETEC or any sale agreement executed between ZETEC and its customer (hereinafter the "Customer"), and together shall constitute the entire agreement effective between ZETEC and Customer (hereinafter the "Agreement"). In these terms and conditions, the name "ZETEC" designates Zetec Inc, a corporation organized under the General Corporation Law of Washington, and the terms "product(s)" and "services" refers to products sold, or services performed by ZETEC and any of its affiliates.
- 2. BINDING AGREEMENT:** The Agreement shall be binding upon ZETEC's execution or written acceptance of a purchase order, or upon commencement of performance under the terms of the Agreement. In the case of conflict between these general terms and conditions and any terms set forth on a purchase order or other purchase agreement, these general terms and conditions shall prevail. A purchase order shall only be deemed to be accepted i) in the event that the payment terms in the purchase order provides for "payment in advance of manufacturing", upon full payment by Customer or ii) in all other cases, upon the issuance of a written order confirmation ("OC") by ZETEC.
- 3. PRICES, TAXES, AND DUTIES:** All prices are valid only as set forth in an ZETEC quotation. Purchase orders not placed in accordance with the ZETEC quotation (e.g. late order or requesting expedited delivery) may be accepted or may be subject to re-quotation and imposition of expedite fees, as determined by ZETEC. All prices are subject to change without notice and are subject to correction of clerical errors, including if conditions unforeseen to ZETEC arise, or if material information or assumptions change at any time before or after the order. All payments shall be made without any deduction for or on account of any set-offs, taxes, charges, fees and withholdings of any nature (including but not limited to additional shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, certification costs, assessments and other fees not expressly included in the ZETEC quotation), unless if required by law. In such a case, Customer will pay ZETEC the additional amounts necessary to ensure receipt by ZETEC of the full amount which would have been received but for the deduction. Without limiting the generality of the foregoing, Customer assumes all certification costs of a product ordered by Customer and which is not already certified in the country of destination. If no prices are set for services in a quotation (including onsite support or training), charges will be based on ZETEC's standard time and materials rates. ZETEC may also charge Customer for reasonable expenses incurred by ZETEC in performing the services, including but not limited to travelling expenses, accommodation, subsistence, the cost of accessing data provided by third parties which are required by ZETEC to perform the services and materials.
- 4. PAYMENT:** Except as otherwise agreed to by ZETEC in writing, incoterms shall be FCA, Snoqualmie, WA, and upon approved credit, invoices will be issued as of the date of shipment, and shall become due and payable in the lawful currency as per the conditions specified in the quotation and the OC or, if not expressly provided, 30 days following the date of the invoice. All invoiced amounts unpaid and outstanding will be subject to a charge of one and one half percent (1½%) per month (18% annually) with interest on overdue interest at the same rate, from the date due, or, as the case may be, up to the maximum interest rate allowed by applicable law from the date due and any additional administrative costs.
- 5. DELIVERY, TITLE, AND RISK OF LOSS:** Unless otherwise specified on the ZETEC quotation, delivery is FCA, Snoqualmie, WA. Customer must cover the transport costs of the products; the products are deemed delivered to Customer, and the risks of loss of the products (including without limitation when loading them onto trucks, transferring them to a ship or a plane, and meeting customs regulations) pass to Customer when ZETEC places the products at the disposal of Customer or its carrier at ZETEC's manufacturing site. Title to products shall pass to Customer upon full payment of the products. In the absence of specific instructions, goods are shipped via the carrier ZETEC deems most practical. Subject to the foregoing, the applicable INCOTERMS 2020 apply to the delivery and risks of loss of products. In the event Customer wishes to make any change affecting the delivery of the products (including but not limited to a change in Incoterms, change of address or carrier) less than five (5) days prior to the date originally scheduled for shipment of the products, Customer agrees to pay additional fees reasonably determined by ZETEC to offset the administrative cost of effecting such change. ZETEC endeavors to meet all agreed delivery deadlines and will make reasonable efforts to avoid any delays in the supply of its products or services. However, ZETEC shall not be held liable for any penalties, damages, or claims resulting from delays in delivery, regardless of the cause. ZETEC will promptly notify Customer of any anticipated delays and work diligently to minimize their impact. If Customer fails to accept or collect the products within a reasonable time after being notified of their readiness, ZETEC may enforce the sale or cancel the sale and, at its convenience, resell or dispose of the products. After deducting from the resale or disposition price of the products the reasonable storage and selling costs incurred by ZETEC, any shortfall will be charged by ZETEC to Customer.
- 6. RETURNS AND RESTOCKING FEE:** Except as provided for under the Limited Product Warranty, ZETEC does not allow for return and restocking of products. However, if ZETEC approves a return, the return will be subject to a return/restocking fee as determined by ZETEC. Special designs and non-catalog items can not be returned. All returned products shall be sent to ZETEC freight prepaid by Customer in packaging appropriate to prevent damage in transit, with the return manufacturer authorization number provided by ZETEC.
- 7. ALTERATION:** ZETEC reserves the right to alter products or their component's designs without notice. ZETEC reserves the right to periodically elect to discontinue certain products or components. Reasons may include i) new advancements in the industry rendering the products obsolete, ii) market demand no longer justifies development resources required to maintain the product, or iii) the products have reached the end of their technology lifecycle. To assist Customer in a seamless transition process and to help them migrate to alternative ZETEC solutions, ZETEC provides an End of Life Policy upon request (COP-0012-A). ZETEC assumes no liability to Customer or any third party for the consequences of products or components being modified, altered, or discontinued.
- 8. OPERATION:** Customer shall ensure that the products are operated by qualified and experienced personnel and in accordance with: (a) training and operating instructions supplied by ZETEC from time to time; (b) conditions of coverage in all applicable insurance policies; and (c) all applicable laws, codes and regulations. Customer shall use reasonable and proper care in the custody and operation of the product.
- 9. INTELLECTUAL PROPERTY:** All intellectual property rights (including, without limitation, patents, trademarks, registered designs and any rights to apply for same, copyright, design rights, database rights, moral rights, trade secrets, software, software development kits, rights in proprietary information, to confidential information and know-how) in the products or services and any rights analogous to the same, anywhere in the world and existing at any time, whether relating to the design, manufacture or development of products or otherwise, or arising out of the provision of services to Customer, including but not limited to any scaling, shaping, adjustments, amelioration, adaptations, developments, improvements, methods or new applications of the products or services, shall belong to and remain vested in ZETEC, whether considered background or foreground intellectual property.

Customer shall refrain from registering or applying for registration of any intellectual property right relating to the products or services which would have the effect of directly or indirectly (i) restricting ZETEC's ability to market and sell the products or services; or (ii) limiting any third party's (such as ZETEC's other customers) use of the products or services. Without limiting the generality of the foregoing, Customer shall not register or apply for registration of a method patent (also known as a "process" patent) in which one or more of the claims relate to the use of a product or of a similar instrument or equipment or services. If by operation of law any such intellectual property is not owned in its entirety by ZETEC, then the Customer agrees to transfer and assign to ZETEC, the entire right, title, and interest throughout the world to such intellectual property.

Customer must not rebrand any product or container, document or object associated with same, or otherwise alter, remove, or tamper with any trademark or other marking appearing on any product or container, document or object associated with same, unless prior written approval is given by ZETEC (which approval can be given or denied by ZETEC at its discretion). Without limiting the foregoing, Customer must not label or relabel a product or a container, document or object associated with same or include any marking that could lead anyone to believe that Customer or any person other than ZETEC is the manufacturer of the product.

Customer may provide, at its sole discretion, input on the products or services, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the products or services, and ZETEC may use it freely without notice, restriction, or compensation.
- 10. LIMITED PRODUCT WARRANTY:** Except as otherwise agreed to by ZETEC in writing, products such as instruments, mechanical products, spare parts, probes, cables, sensors and other monitoring devices are warranted against defects in material and workmanship for a period of twelve (12) months from the date of delivery. Additional coverage may be provided under additional packages purchased by Customer. Probes and cables are considered consumables and require periodic replacement due to wear and tear. Accordingly, probes and cables may require replacement at the customer's expense when consumed through regular operation, irrespective of the duration since delivery. ZETEC does not warrant any products against damages or defects caused by wear and tear, negligence, misuse, accident, meddling with the enclosures in which the electronic components are contained, abnormal operating conditions, alterations or damage caused by events beyond the control of ZETEC. ZETEC shall not be liable for product defects caused by or resulting from any inaccuracies in any drawing, description or specification supplied by the Customer.

Upon Customers written request during the warranty period, ZETEC, at its choice, will repair or replace defective products within a reasonable time. The original term of warranty applies, without extension, for repaired or replacement products. All defective products shall be sent to ZETEC freight prepaid by Customer in packaging appropriate to prevent damage in transit, with the return manufacturer authorization number provided by ZETEC. The Limited Product Warranty does not apply to periodic calibration or minor maintenance as described in products operating manuals.

All Customer paid repairs performed by ZETEC are warranted against defects in materials and workmanship for ninety (90) days from the completion of repair. Upon Customer's written notice of defect within the ninety (90) day period, ZETEC will, at its choice, replace

Zetec, Inc.– General Terms and Conditions

or repair the defective part(s). This warranty is limited to failures in areas directly related to the repair performed. After a warranty repair, if a calibration is required, it is validated for the remaining term of the original calibration certificate.

This limited product warranty only applies to ZETEC branded products, including those from its affiliates and does not warrant any non-ZETEC products.

- LIMITED SERVICE WARRANTY:** ZETEC agrees to perform services for Customer on the expressed condition that ZETEC's sole obligation will be that the services be performed in a professional and competent manner and be of the kind and quality described in the ZETEC quotation. ZETEC does not warrant the fitness, suitability, or condition of Customer's equipment upon which ZETEC services are performed. If there is a specific problem with the quality of the service performed, Customer shall inform ZETEC in writing and, if feasible, the service will be re-performed at no additional charge. In the event corrective services are performed by ZETEC, Customer must provide adequate access to the equipment to allow ZETEC to perform these services. Any additional costs incurred to provide access to the equipment will be the responsibility of Customer. If re-performance of the service is not feasible, ZETEC and Customer shall negotiate in good faith to arrive at an equitable solution.

REGARDLESS OF WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICES WARRANTY SET FORTH HEREIN ARE EXCLUSIVE AND ARE LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY ARE THE SOLE LIABILITY OF ZETEC WITH REGARD TO ITS PRODUCTS AND SERVICES.

- ADDITIONAL BENEFITS:** ZETEC may offer optional service packages that provide enhanced services beyond the standard warranty and support. These may include, but are not limited to, extended warranty coverage and other value-added services.

The specific terms and conditions applicable to any such additional benefits will be outlined in a separate agreement provided at the time of purchase of the additional benefit package. In the event Customer purchases an access to such package, Customer agrees to comply with its specific applicable terms and conditions provided by ZETEC.

- SOFTWARE:** Any software associated to the products is subject to a specific Software License Agreement. The software is not sold but granted under a non-exclusive and restrictive license. The software must be used only with the software-enable hardware or software key supplied by ZETEC.
- TECHNICAL SUPPORT:** ZETEC shall have no obligations to provide technical support and expertise for i) hardware products that are not under a valid calibration certificate, and ii) software that has not been updated to the latest version.
- INDEMNIFICATION BY CUSTOMER:** Customer acknowledges that it shall use the products and services provided under this Agreement at its own risk. Customer agrees to indemnify and hold ZETEC harmless against all third-party claims, liabilities, losses, damages, expenses, suits, and judgments directly arising from (i) Customer's use, operation, storage, or transportation of the products or services; (ii) Customer's failure to comply with applicable laws or safety regulations in connection with the products or services; or (iii) any modifications or misuse of the products or services by the Customer or third parties under its control.
- LIMITATION OF LIABILITY:** Subject to applicable mandatory provisions, ZETEC's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the products, services, software, documentation, or sitework supplied under this Agreement, shall in no event exceed the purchase price of the applicable item(s). In no case shall ZETEC be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, direct liability, or any other legal theory. Excluded damages include, but are not limited to; loss of profit, loss of savings, revenue or other commercial or economics losses, loss of use of the product or any associated equipment, downtime, loss of data, claims of third parties, including customers, damage to property or injury to personnel.
- COMPLIANCE WITH LAW AND EXPORT CONTROL REGULATIONS:** Customer agrees to comply with all applicable sanctions and export control laws, including but not limited to those of the United States, export control laws and anti-boycott laws as well as the laws of the exporting country (collectively, the "Export Laws") and all exports of ZETEC goods shall be in accordance with the U.S. Export Administration Regulations. The Customer further agrees to take no action that would cause ZETEC to violate these laws.

Without limiting the generality of the foregoing, Customer represents and warrants that neither Customer nor its employees, agents, distributors, subcontractors, or representatives nor, to the knowledge of Customer, any third party dealing with the products or services, are in violation of Export Laws. Specifically, Customer hereby represents and warrants that neither of the aforementioned are: (i) designated under Export Laws ("Designated Person"), or (ii) deemed to be owned by a Designated Person, or (iii) ordinarily resident in Cuba, Iraq, Libya, Iran, Syria, Sudan, North Korea, Russia, or the Russian-occupied areas of Ukraine, or (iv) a department, body, or agency of, or a person otherwise controlled by or acting on or behalf of, directly or indirectly, (a) the

government of any country that is the target of Export Laws or (b) any Designated Person. Customer shall not, and will ensure that others, including employees, consultants, representatives, customers and third parties, shall not, export, re-export, transfer, or broker the products or services in violation of Export Laws; or use the products or services for any purposes prohibited by Export Laws.

If Customer intends to resell or transfer the products to a third party, Customer shall ensure that the resale or transfer is in compliance with Export Laws. Customer must also provide ZETEC with accurate end-user and end-use information. Customer shall cooperate fully with ZETEC in obtaining any required licenses, permits, or authorizations from governmental authorities, including by providing requested information, certifications, or documents. ZETEC reserves the right to terminate this Agreement, in whole or in part, without liability to the Customer, should ZETEC be unable to obtain, in a timely manner, any required export licenses, permits, authorizations, or approvals necessary to export the products or provide any services pertaining to the products or any required information regarding the end-user.

The Customer assumes full responsibility, and must indemnify ZETEC, in the event where the products or services are (i) exported, reexported, directed or transferred to any destination, person or entity restricted or prohibited by sanctions or Export Laws or (ii) used in violation of Export Laws or without proper licenses, permits, approvals or authorizations.

- TERMINATION, CANCELLATION AND MODIFICATION BY CUSTOMER:** Once accepted by ZETEC, whether expressly or impliedly, a purchase order cannot be canceled by Customer unless ZETEC provides its prior written consent, which consent is discretionary. Any cancellation approved by ZETEC will be subject to a cancellation fee determined at ZETEC's discretion. In the event of an unauthorized cancellation or termination of a purchase order by Customer: (i) the full price of the order shall remain payable to ZETEC; and (ii) ZETEC reserves the right to seek additional damages for any losses incurred. If Customer partially cancels a purchase order, all discounts shall become void, and products will be charged at ZETEC's standard prices. Any previously delivered, discounted products will be adjusted pro-rata. Any modification to an accepted purchase order must receive ZETEC's prior written approval, which consent is discretionary. Such modifications may result in an extension of the delivery timeline, and under no circumstances shall the price or other terms of the purchase order shall be revised to ZETEC's detriment as a result of such extension.

- TERMINATION, CANCELLATION AND MODIFICATION BY ZETEC:** Without limiting its other rights or remedies under the Agreement, ZETEC may terminate the Agreement with immediate effect by giving written notice to the Customer in the event that: (i) Customer is still in default of any other obligation hereunder ten (10) days after receiving a written notice from ZETEC referring to the default and requiring Customer to remedy the default; or (ii) Customer proceeds to, or gives notice of intent to proceed to, any kind of proposition or arrangement with its creditors, or Customer assigns its assets for the benefit of its creditors, or a bankruptcy motion is filed against Customer, or a trustee or another bankruptcy officer is named to Customer under any statute on insolvency, or a seizure or judgment is executed on all or part of Customer's assets (unless the seizure is properly opposed within five (5) days of its execution), or Customer otherwise becomes insolvent.

If a purchase order has not been delivered within twelve (12) months from issuance of the OC due to reasons caused by Customer, ZETEC may, at its choice, cancel the purchase order, or modify the purchase order to adjust it to the current price list.

Upon termination:

- Customer must immediately pay all outstanding invoices, including those for services not yet invoiced;
 - ZETEC'S accrued rights and remedies remain unaffected, including claims for prior breaches;
 - The obligations set forth in articles 9 (Intellectual Property), 15 (Indemnification by Customer), 17 (Compliance with Laws and Export Control Regulations) and 21 (Confidentiality) as well as the other obligations set forth herein which by their nature are intended to survive the termination of this Agreement, shall survive the termination of this Agreement, for any reason whatsoever.
- FORCE MAJEURE:** ZETEC shall not be liable for any delay or failure to ship or provide services if such delay or failure is caused by circumstance beyond ZETEC control, including but not limited to labor dispute, strike, embargo, war, riot, insurrection, civil commotion, fire, flood, accident, storm, epidemic or any act of God, failure of supplies or transportation, governmental action or other causes beyond ZETEC's reasonable control.
 - CONFIDENTIALITY:** Each party shall keep confidential all information disclosed by the other party or its representatives which is marked as "confidential," or which should reasonably be understood as confidential considering its nature or the circumstances of its disclosure. Disclosure by a party of information received from the other party shall be limited to its representatives who need it for the purpose of this Agreement and are bound by equivalent confidentiality obligations. Each party is responsible to the other party for any breach of this confidentiality obligation by its representatives. This obligation survives indefinitely for trade secrets and personal data and for three (3) years after the termination of this Agreement for all other confidential information.

Zetec, Inc.– General Terms and Conditions

22. **CONFLICTING TERMS:** In the case of conflict between the terms or conditions of Customer's purchase order and these ZETEC general terms and conditions, ZETEC's terms and conditions shall prevail.
23. **APPLICABLE LAW:** This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Washington, without application of conflict of laws statutes and at the exclusion of the Vienna Convention of the United Nations on the International Sale of goods. The state courts and federal courts of King County, Washington, have exclusive jurisdiction regarding any dispute under the Agreement.
24. **WASTE MANAGEMENT:** It is the Customer's responsibility to ensure that ZETEC's equipment is disposed of in accordance with local waste, electrical electronic equipment, and hazardous material regulations.

ALL SALES OR RENTALS ARE MADE PURSANT TO THESE TERMS AND CONDITIONS AND THE TERMS OF THE QUOTATION DOCUMENT. ALL PURCHASE ORDERS ARE RECEIVED WITH THE UNDERSTANDING THAT THEY ARE PLACED UNDER THESE TERMS AND CONDITIONS AND APPLICABLE QUOTATION DOCUMENT. CONTRARY TERMS AND CONDITIONS CONTAINED IN A PURCHASE ORDER OR ANY OTHER DOCUMENT ISSUED BY CUSTOMER ARE SPECIFICALLY EXCLUDED.

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