

ZELL System Inc.
General Terms and Conditions
for the Sale of Goods and Services

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms that govern the sale of the goods (“**Goods**”) and services (“**Services**”) by ZELL System Inc. (“**ZELL**”) to the buyer identified on the Sales Confirmation (“**Buyer**”). “**Sales Confirmation**” means (i) any written agreement incorporating these terms by reference, (ii) if the foregoing is not applicable, ZELL’s sales confirmation, or, (iii) if neither of the foregoing are applicable, ZELL’s quote or proposal, together with any quantity terms included in a purchase order issued in response thereto and ZELL’s acceptance thereof. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The Sales Confirmation and these Terms (collectively, “**Agreement**”) comprise the entire agreement between the parties and 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.

(c) Notwithstanding anything to the contrary contained in this Agreement, ZELL may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order. ZELL shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, ZELL shall deliver the Goods to ZELL’s warehouse in the US (the “**Delivery Point**”) using ZELL’s standard methods for packaging and shipping such Goods and ZELL shall notify Buyer of such delivery. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) If for any reason Buyer fails to accept delivery of any of the Goods after being notified of their delivery, or if ZELL is unable to deliver the Goods at the Delivery Point 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) ZELL, 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).

(d) ZELL 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) ZELL shall use reasonable efforts to provide the Services consistent with the timeline, schedule or milestones specified in the Sales Confirmation, it being understood that any such dates shall be estimates only.

(f) With respect to the Services, Buyer shall (i) cooperate with ZELL in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by ZELL, for the purposes of performing the Services; (ii) respond promptly to any request by ZELL to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for ZELL to perform its Services; (iii) provide such customer materials or other information as ZELL may reasonably request and Buyer considers reasonably necessary to carry out the Services in a timely manner and ensure that such customer materials or other information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services.

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by ZELL on dispatch from ZELL's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) ZELL shall not be liable for any non-delivery of Goods (even if caused by ZELL's negligence) unless Buyer gives written notice to ZELL of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of ZELL for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4. Quantity. If ZELL delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. ZELL shall make delivery in accordance with the terms set forth on the Sales Confirmation, or, if not specified therein, Ex Works (Incoterms® 2020) the Delivery Point.

6. Title and Risk of Loss. Title and risk of loss pass 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 ZELL 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 Uniform Commercial Code.

7. Buyer's Acts or Omissions. If ZELL's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, ZELL 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.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods immediately upon delivery. Buyer will be deemed to have accepted the Goods unless it notifies ZELL in writing of any Nonconforming Goods within seven (7) days as of receipt of the Goods and furnishes such written evidence or other documentation as reasonably required by ZELL. **"Nonconforming Goods"** means that the Goods shipped is different than identified in the Sales Confirmation.

(b) If Buyer timely notifies ZELL of any Nonconforming Goods, ZELL 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 or as otherwise notified by ZELL in writing. If ZELL exercises its option to replace Nonconforming Goods, ZELL shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(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 ZELL.

9. Price.

(a) Buyer shall purchase the Goods and Services from ZELL at the prices (the **"Prices"**) set forth in the Sales Confirmation, or, if not included in the Sales Confirmation,

as set forth in ZELL's published price list in force as of acceptance of Buyer's purchase order by ZELL.

(b) Buyer agrees to reimburse ZELL for all reasonable travel and out-of-pocket expenses incurred by ZELL 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, ZELL's income, revenues, gross receipts, personal or real property, or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to ZELL within 14 days from the date of ZELL's invoice. Buyer shall make all payments hereunder by wire transfer and in US dollars.

(b) Buyer shall pay interest on all late payments at 0.05 % per day late or the maximum contract rate of interest permitted in the state, if less than 0.05% (18.25% per annum). Buyer shall reimburse ZELL for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under the Agreement or at law (which ZELL does not waive by the exercise of any rights hereunder), ZELL 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 be entitled withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with ZELL, whether relating to ZELL's alleged breach, bankruptcy, or otherwise.

11. Limited Warranty.

(a) ZELL warrants to Buyer that for a period of six (6) months from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will materially conform to the specifications set forth in the Sales Confirmation, if any, and will be free from material defects in material and workmanship.

(b) ZELL warrants to Buyer that it shall perform the Services using reasonably qualified personnel and in a diligent manner and shall devote adequate resources to meet its obligations under the Agreement.

(c) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 11(A) AND SECTION 11(B), ZELL 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; OR (C) 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) 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 11(a). For the avoidance of doubt, **ZELL 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; OR (C) 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.**

(e) ZELL shall not be liable for a breach of the warranties set forth in Section 11(a) and Section 11(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to ZELL within three (3) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, ZELL is given a reasonable opportunity after receiving such notice of breach to examine such Goods and Buyer (if requested to do so by ZELL) returns such Goods to ZELL’s place of business at ZELL’s cost for the examination to take place there; and (iii) ZELL reasonably verifies Buyer’s claim that the Goods or Services are defective.

(f) ZELL shall not be liable for a breach of the warranties set forth in Section 11(a) or Section 11(b) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow ZELL’s instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of ZELL.

(g) Subject to Section 11(e) and Section 11(f) above, with respect to any such Goods during the Warranty Period, ZELL 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 ZELL so requests, Buyer shall, at ZELL’s expense, return such Goods to ZELL.

(h) Subject to Section 11(e) and Section 11(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 11(b), ZELL shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(I) THE REMEDIES SET FORTH IN SECTION 11(G) AND SECTION 11(H) SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND ZELL’S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN SECTION 11(A) AND SECTION 11(B), RESPECTIVELY.

12. Limitation of Liability.

(a) IN NO EVENT SHALL ZELL BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, 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 ZELL 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 ZELL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ZELL FOR THE GOODS AND SERVICES SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) shall not apply to (i) liability resulting from ZELL's willful misconduct and (ii) death or bodily injury resulting from ZELL's acts or omissions.

13. Insurance. During the term of this Agreement and for a period of one (1) year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a reasonable amount with financially sound and reputable insurers. Upon ZELL's request, Buyer shall provide ZELL with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in the Agreement.

14. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement. 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. ZELL may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

15. Termination. In addition to any remedies that may be provided under these Terms, ZELL 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 and such failure continues for 30 days after Buyer's receipt of written notice of nonpayment; (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.

16. Waiver. No waiver by ZELL of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ZELL. 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.

17. Confidential Information. All non-public, confidential or proprietary information of ZELL, including but not limited to, specifications, models, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by ZELL to Buyer, 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” in connection with the Agreement is confidential, solely for the use of performing the Agreement and may not be disclosed or copied unless authorized in advance by ZELL in writing. Upon ZELL’s respective request, Buyer shall promptly return or destroy, to the extent technically possible, all documents and other materials received from ZELL and provide ZELL with a written confirmation. The foregoing does not apply to information that is: (a) in the public domain other than as a result of Buyer’s breach of confidentiality; (b) known to Buyer at the time of disclosure as established by documentary evidence; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. ZELL hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all its confidential information. Any disclosure of such confidential information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to Buyer. Buyer shall refrain from any applications of patents, trademarks, domains, utility models, designs and industrial designs or any other intellectual property right based on ZELL’s confidential information. Any intellectual property rights of Buyer based on ZELL’s confidential information shall be transferred to ZELL free of charge when so requested by ZELL. Any use of confidential information by Buyer does not justify a right based on prior use of the invention.

18. Force Majeure. ZELL shall be liable or responsible to Buyer, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond ZELL’s reasonable control, including, without limitation: acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or actions, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns, or other industrial disturbances, telecommunication breakdowns, power outages or shortages, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, and other similar events beyond the reasonable control of ZELL. In the event that ZELL’s failure or delay remains uncured for a period of 30 consecutive days, the Buyer may thereafter terminate the Agreement upon 10 days’ written notice.

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

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary

relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware excluding conflicts of laws, principles and excluding the UN Convention for the International Sale of Goods.

23. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THE AGREEMENT, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO.

25. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder 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.

26. 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.

27. 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: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

28. 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.