



INKTEGRITY INNOVATIONS LLC

General Terms and Conditions

1. Scope and Acceptance

These General Terms and Conditions (these “**Terms**”) govern each quote, purchase order, estimate, invoice, and sale or other arrangement (each, an “**Order**,” and collectively, “**Orders**”) for equipment, software, parts, accessories, and other related products (individually and collectively, the “**Products**”), and all related coordination services (the “**Services**”) provided by INKtegrity Innovations LLC, a Wisconsin limited liability company (“**INKtegrity**”), to the customer identified in the applicable Order (the “**Customer**”).

The Order issued by INKtegrity for the specific transaction, together with these Terms, constitutes the entire agreement between the parties with respect to that transaction. Any terms and conditions of Customer (including, without limitation, any customer terms, purchase-order forms, vendor portal terms, or similar documents) are hereby rejected and shall not apply unless INKtegrity expressly accepts such terms in a writing signed by an authorized agent of INKtegrity.

2. Independent Distributor / Broker Role

INKtegrity acts solely as an independent intermediary. As a commercial accommodation, and only where an Order expressly so provides, INKtegrity may also act as importer of record and may arrange air freight and inland delivery through an independent third party. Except for such limited role, INKtegrity is not the designer or manufacturer of the Products and, unless expressly stated in the Order, is not the exporter of record, freight forwarder, customs broker, installer, commissioning party, trainer, software licensor, maintenance provider, or warranty obligor.

The manufacturer and primary technical counterparty for the Products shall be referred to herein as the “**Manufacturer.**” Customer acknowledges and agrees that the Products, factory specifications, service commitments, and warranty obligations originate with the Manufacturer and not with INKtegrity.

All carriers, freight forwarders, customs brokers, installers, and service providers engaged by INKtegrity are independent contractors and not agents of INKtegrity.

3. Quotes, Orders, and Changes

All quotes are non-binding and may be withdrawn or revised at any time prior to written acceptance by INKtegrity. No quote or purchase order shall be binding unless and until accepted by INKtegrity in writing, or until INKtegrity issues an invoice or order confirmation referencing the transaction (“**Order Acceptance**”).

Quotes are based on Manufacturer information available to INKtegrity at the time the quote is issued. Prices, specifications, availability, lead times, options, factory scope, and logistics may change prior to Order Acceptance.

Installation, commissioning, start-up, training, preventive maintenance, software licensing, and performance verification are excluded unless expressly stated in the applicable Order. Where such services are provided by the Manufacturer or a third party, such services shall be governed exclusively by the separate terms and conditions of the Manufacturer or such third party (as applicable).

Any requested change, postponement, suspension, or cancellation after Order Acceptance is subject to Section 9 below.



4. Prices and Other Charges

Prices are as stated in the applicable Order and, unless the Order expressly provides otherwise, exclude sales tax, use tax, VAT, GST, customs duties, tariffs, brokerage, permits, inland freight, air freight, cargo insurance, rigging, unloading, storage, installation, commissioning, training, travel expenses, fuel, consumables, and all other taxes or charges (each, a **“Charge”**). If an Order includes any quoted Charge, all such quoted Charges are estimates based on information available at the time of the quote and remain subject to change.

Any shipping amount shown in a quote is an estimate only. For METIS scanner products, shipment is quoted on an air-freight-only basis unless INKtegrity expressly agrees otherwise in writing.

Regardless of whether INKtegrity is listed as importer of record or arranges similar logistical services as part of the Services, Customer shall be responsible for all Charges arising out of or relating to an Order. Customer shall reimburse or pay all Charges upon demand, whether such Charges are billed directly to Customer, INKtegrity, a freight forwarder, a customs broker, or a carrier.

INKtegrity may equitably adjust the price or separately invoice any increase in Charges imposed or increased after the quote date, or any Charges not included in the quote.

5. Payment Terms

Unless the applicable Order expressly states otherwise, payment shall be made in U.S. dollars in accordance with the following milestone schedule: (a) fifty percent (50%) of the total Order price as a non-refundable down payment upon Customer’s acceptance of the quote; (b) thirty percent (30%) upon notice that the Products are ready to ship but have not yet shipped; and (c) the remaining twenty percent (20%) upon installation at Customer’s site (each, a **“Payment”**).

The 50% down payment and the 30% shipment payment are non-refundable upon payment. All Payments shall be due notwithstanding minor punch-list items, training follow-up items, or delays caused by Customer’s site readiness, access, utilities, staffing, or other matters outside INKtegrity’s reasonable control.

Any unpaid Payment shall accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, and Customer shall reimburse INKtegrity for reasonable costs of collection, including attorneys’ fees and costs.

If Customer fails to make a Payment when due, INKtegrity may suspend performance, hold shipment documents, postpone delivery coordination, or cancel the Order.

6. Delivery, Title, Risk of Loss, and Inspection

The delivery term, delivery point, and transportation scope shall be as stated in the applicable Order.

Any shipping date or delivery date stated in an Order is an estimate only.

To the extent INKtegrity has agreed to do so, INKtegrity may act as importer of record and may arrange certain Services, including freight forwarding, customs clearance, and inland transportation, through independent third-party providers to the delivery point.

To the extent INKtegrity has title to convey, title shall pass only upon full payment of all Payments due for the applicable Order.

Unless the Order expressly states otherwise, risk of loss shall pass to Customer upon delivery of the Products to the Customer’s delivery point.

Customer shall promptly inspect the shipment upon arrival, note any visible damage on the carrier



delivery receipt, preserve packaging, and file any transit claim directly with the carrier or insurer. Any shortage, incorrect item, or visible non-conformity must be reported to INKtegrity in writing within ten (10) business days after delivery. Any hidden non-conformities reasonably discoverable only later must be reported within ten (10) business days after discovery and, in all events, before installation or use to the extent practicable. Failure to timely reject a documented non-conformity constitutes acceptance, except to the extent a separate written Manufacturer acceptance procedure applies.

7. Customer Obligations

Customer shall be solely responsible for providing accurate and timely information, documents, and cooperation reasonably required by INKtegrity, the Manufacturer, or any third party in connection with the Products, the Services, and the importation and delivery thereof.

Customer shall be solely responsible for the following, which includes without limitation: site readiness, utilities, climate conditions, IT/network readiness, floor loading, material handling, permits, operator staffing, safety procedures, and all Manufacturer prerequisites for delivery and use.

8. MANUFACTURER WARRANTY; DISCLAIMER OF DISTRIBUTOR WARRANTIES

INKtegrity does not manufacture or control any of the Products. Accordingly, INKtegrity does not provide any warranties with respect to the Products.

ALL PRODUCTS AND SERVICES PROVIDED BY OR THROUGH INKtegrity ARE PROVIDED "AS IS," AND INKtegrity MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, 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.

INKtegrity WILL USE REASONABLE EFFORTS TO ASSIST CUSTOMER SHOULD CUSTOMER SEEK TO ENFORCE A WARRANTY AGAINST THE MANUFACTURER. CUSTOMER AFFIRMS THAT INKtegrity SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO CUSTOMER.

Customer acknowledges that brochures, sample scans, demonstrations, and test data are illustrative only and may depend on controlled conditions, specific files, substrates, operators, maintenance, and environment.

This Section 8 supersedes any prior or future written or oral statements or communications to the contrary.

9. Returns, Rejections, and Cancellations

Any requested change, postponement, suspension, cancellation, or return after Order Acceptance is subject to this Section 9. Any such change or cancellation requires the written approval of INKtegrity and the Manufacturer, where the Manufacturer's approval is applicable. Customer shall be responsible for all resulting freight, crating, insurance, customs, refurbishment, testing, and restocking charges, and other costs incurred or imposed by INKtegrity or the Manufacturer in connection with the change, cancellation, or return.



Customer may not reject or revoke acceptance for immaterial deviations, transit issues that are the carrier's responsibility, matters governed by Manufacturer warranty procedures, or issues caused by site conditions, misuse, or unauthorized modifications.

If Customer wrongfully rejects delivery, delays acceptance, or fails to cooperate with shipment, installation, or import arrangements, Customer shall bear all resulting storage, demurrage, handling, redelivery, insurance, and related costs.

10. LIMITATION OF LIABILITY; RELEASE; NO PERSONAL LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INKtegrity OR ITS MEMBER, MANAGER, OWNER, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, COST OF SUBSTITUTE GOODS OR SERVICES, DOWNTIME, PRODUCTION LOSS, SCRAP, REWORK, DAMAGE TO OTHER PROPERTY, OR CLAIMS OF THIRD PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF INKtegrity ARISING OUT OF OR RELATING TO A PARTICULAR ORDER SHALL NOT EXCEED THE LESSER OF: (A) THE AMOUNT ACTUALLY PAID BY CUSTOMER DIRECTLY TO INKtegrity UNDER THE APPLICABLE ORDER, EXCLUDING ANY CHARGES; OR (B) TEN THOUSAND U.S. DOLLARS (US \$10,000).

Customer hereby releases INKtegrity from all claims based on product design, manufacturing defect, software defect, factory specifications, factory delays, product recall, installation errors by the Manufacturer or other third-party personnel, service quality, warranty performance, regulatory approvals, customs delays, freight loss, software availability, cybersecurity, data loss, updates, support, license enforcement, or any act or omission of the Manufacturer, carrier, customs broker, installer, or service provider, except to the extent directly caused by INKtegrity's own finally adjudicated negligence or willful misconduct.

Customer agrees that any claim relating to the transaction shall be asserted solely against INKtegrity Innovations LLC as an entity and not against its member, manager, owner, officers, employees, representatives, agents, or affiliates in their personal capacities. No person signing on behalf of INKtegrity assumes any personal liability.

11. Customer Indemnity

Customer shall defend, indemnify, and hold harmless INKtegrity, its member, manager, owner, officers, employees, representatives, agents, and affiliates from and against all claims, demands, damages, losses, liabilities, penalties, fines, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the importation, unloading, installation, commissioning, operation, maintenance, service, repair, relocation, or use of the Products after risk of loss has transferred; (b) Customer's site conditions, utilities, or facility readiness; (c) Customer's misuse, unauthorized modification, resale representations, or non-compliance with manuals, safety instructions, or law; (d) bodily injury, death, or property damage occurring after transfer of risk, except to the extent caused by INKtegrity's finally adjudicated negligence or willful misconduct; and (e) Charges allocated to Customer under the Order or these Terms.



12. Compliance and End Use

Customer shall be responsible for compliance with all laws, codes, permits, licenses, and standards applicable to importation, installation, operation, safety, environmental conditions, data handling, labor, and end use of the Products at Customer's site.

Customer shall not export, re-export, transfer, or use the Products in violation of applicable trade, sanctions, export-control, anti-boycott, or similar laws. Customer shall provide all information reasonably requested for compliance screening.

13. Intellectual Property and Software

All intellectual property rights in the Products and related documentation, technical data, and trademarks shall remain with the Manufacturer or other rights holder. No right or license is granted to Customer by INKtegrity.

Any software, firmware, cloud service, remote diagnostics, or license keys are subject exclusively to the Manufacturer's or licensor's end-user terms.

14. Force Majeure

INKtegrity shall not be liable for any delay or failure in performance caused by events beyond its reasonable control, including, without limitation, acts of God, weather, fire, flood, war, terrorism, embargo, epidemic, labor dispute, shortage of labor or materials, supply-chain disruption, governmental action, export restriction, customs hold, power or network outage, carrier delay, or Manufacturer delay. The time for performance shall be extended for a commercially reasonable period, and INKtegrity may cancel the affected portion of the Order without liability if performance becomes commercially impracticable.

15. Governing Law; Venue; Jury Waiver

These Terms and each Order shall be governed by the laws of the State of Wisconsin, without regard to conflict-of-laws rules that would require the application of another jurisdiction's law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any action arising out of or relating to these Terms or an Order shall be brought exclusively in the state courts located in Outagamie County, Wisconsin, or the federal court with jurisdiction over that county, and each party consents to such venue and waives any objection based on forum non conveniens.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR AN ORDER.

16. Miscellaneous

If any provision of these Terms is held unenforceable, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be enforced to the maximum extent permitted by law.

No waiver shall be effective unless in writing and signed by INKtegrity. A waiver on one occasion shall not constitute a waiver on any other occasion.

Customer may not assign an Order without INKtegrity's prior written consent. INKtegrity may assign or subcontract performance or collections, in whole or in part.



Each Order is a separate agreement. No oral statement, preliminary discussion, brochure, website statement, or Manufacturer presentation shall form part of the agreement unless expressly incorporated in the applicable Order.

Notices under these Terms must be in writing and sent by recognized courier or email to the contact information stated in the applicable Order. Email notice is effective when acknowledged by the receiving party or when no delivery failure notice is received.

These Terms shall survive cancellation or completion of an Order to the extent necessary to enforce payment obligations, warranty disclaimers, limitation of liability, indemnity, governing law, venue, jury waiver, and other provisions that by their nature should survive.