

Calibration Technologies, LLC - Standard Terms and Conditions of Sale

- 1. ACCEPTANCE; ENTIRE AGREEMENT** - This Agreement constitutes Seller's offer to sell to Buyer the Products and/or Services. ACCEPTANCE OF THIS AGREEMENT IS LIMITED TO ITS TERMS. SELLER EXPRESSLY OBJECTS TO AND WILL NOT BE BOUND BY ANY PROVISIONS ADDITIONAL TO OR AT VARIANCE WITH THE TERMS HEREOF THAT MAY APPEAR IN BUYER'S PURCHASE ORDER, ACKNOWLEDGEMENT, CONFIRMATION, OR IN ANY OTHER PRIOR OR LATER COMMUNICATION FROM BUYER TO SELLER. Buyer will be deemed to have unqualifiedly and unconditionally accepted this Agreement upon the earlier of (a) Buyer's commencement of performance hereunder, (b) Seller's receipt of Buyer's written acknowledgment or acceptance, or (c) 2 days after Buyer's receipt of order acknowledgement hereof if Buyer has failed to notify Seller in writing that it has rejected this Agreement. Upon acceptance, this Agreement will supersede all prior negotiations, discussions, and dealings and will constitute the entire agreement between Seller and Buyer concerning the subject matter of this Agreement. FOR THE AVOIDANCE OF DOUBT, ANY BUYER'S TERMS AND CONDITIONS SHALL AT ALL TIMES BE DEEMED NULL AND VOID UNLESS EXPRESSLY ACCEPTED IN ADVANCE BY SELLER IN A MUTUALLY EXECUTED ADDENDUM TO THESE TERMS.
- 2. ORDER OF PRIORITY:** Subject to these Terms, if there are any conflicts, discrepancies or ambiguities, the following order of priority applies: (a) fully executed written Master Purchase, Services, and/or Supply Agreement between Seller and Buyer, (b) Seller's quotation or Seller's SOW; (c) Seller's Acknowledgment; and (d) these Terms
- 3. DEFINITIONS** - (i) Seller means Calibration Technologies, LLC (CTI) or one of its affiliates (entities controlling, controlled by, or under common control with CTI). (ii) Buyer means the entity identified on the face of the Sales Order as the purchaser of the Products and/or Services. (iii) Products means the equipment, parts, materials, or other goods identified on the face of the Sales Order. (iv) Services means field service activities, including repair, testing, operational certification, and calibration services, as identified on the face of the Sales Order. (v) Sales Order means the sales order issued by Seller to which these Terms are appended or into which they are incorporated, together with all specifications, drawings, or other documents appended to or referenced in such sales order. (vi) Terms means these CTI Standard Terms and Conditions of Sale. (vii) Acknowledgement means Seller's written acceptance of the Buyer's PO and/or SOW by means of Seller's order acknowledgment form or its equivalent, including and incorporating these Terms
- 4. PRICE** - Prices for Products and Services are as stated on the face of the Sales Order. No increase in the price will be accepted by Buyer unless agreed to in writing and signed by Buyer. Prices are exclusive of shipping, handling, insurance, taxes, and duties unless otherwise stated on the Sales Order. Seller reserves the right to adjust prices for Services if unforeseen circumstances materially increase the cost of performance, provided Seller notifies Buyer in writing and Buyer agrees to such adjustment. All prices are quoted in USD.
- 5. TAXES** - Unless otherwise stated on the face of the Sales Order, Buyer will pay any customs, import, export, excise, sales, use, value added, or other tax or duty imposed or assessed upon



the purchase, delivery, or use of the Products or Services. Seller will include applicable taxes on invoices unless Buyer provides a valid tax exemption certificate.

6. **TERMS OF PAYMENT; INVOICES** - Unless otherwise stated on the face of the Sales Order, payment terms are net 30 days from the date of Seller's invoice. Invoices will be issued upon shipment of Products or completion of Services and will include details as reasonably required by Buyer. All payments and remittances shall be made by Buyer to Seller in full without set-off, counterclaim, or withholding (except deductions required by Law). Seller may require advance payment or a deposit for new customers without an established credit history, custom Products or extensive Services. Late payments will accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. Buyer grants Seller a security interest in the Products until full payment is received. Seller may suspend performance or withhold delivery if Buyer fails to make timely payments. Buyer shall pay, up to the maximum amounts permitted by Law, all expenses (including but not limited to attorneys' fees) incurred by Seller in collecting late payments.
7. **DELIVERY; TITLE AND RISK OF LOSS** - Unless otherwise stated on the Sales Order, shipping terms for Products are FOB Seller's facility (per Incoterms 2020). Title and risk of loss transfer to Buyer upon delivery to the carrier at Seller's facility. Seller will use commercially reasonable efforts to meet delivery schedules but is not liable for delays beyond its reasonable control. Services will be performed at Buyer's designated location or Seller's facility, as specified in the Sales Order, during normal business hours unless otherwise agreed. Buyer will provide Seller with safe access to the service site and necessary utilities. Seller will pack Products in accordance with good commercial practice to ensure safe arrival, comply with carrier requirements, and meet applicable laws. Buyer is responsible for all shipping and insurance costs unless otherwise stated. Absent specific written instructions otherwise, Seller will select a carrier with invoice to Buyer.

Delivery and performance time periods begin on the date of the Acknowledgment. Delivery dates are only approximate dates based on Seller's estimates. Seller will exercise commercially reasonable efforts to ship on schedule, but shall not be liable for any damages or losses, of any kind or nature, which may be caused by any delay in shipment or delivery, including, but not limited to delay caused by a Force Majeure Event.

8. **PERFORMANCE OF SERVICES** - Seller will perform Services in a professional and workmanlike manner, consistent with industry standards. Buyer will provide Seller with all necessary information, documentation, and access to equipment to enable performance of Services. Seller warrants that Services will be performed in compliance with the specifications in the Sales Order. If Services are non-conforming, Seller will, at its option, re-perform the Services or refund the price paid for such Services within 30 days of Buyer's written notice of non-conformance.
9. **FORCE MAJEURE** - Neither Seller nor Buyer shall be liable for delays or non-performance directly caused by events beyond their reasonable control, including acts of God, natural disasters, war, terrorism, riots, government actions, epidemic, pandemics, failure or interruption of public and private computer, telecommunication, or transportation systems, networks, and/or infrastructure; cyber attacks, or significant supply chain disruptions due to labor strikes or material shortages ("Force Majeure Event"), provided such events could not have been



reasonably anticipated or mitigated. The affected party shall notify the other party in writing within five (5) business days, specifying the nature, expected duration, and impact. The parties will negotiate in good faith to extend delivery or performance dates, modify quantities, or source alternatives. If the Force Majeure Event exceeds 30 days without resolution, either party may terminate the affected portion of the Sales Order without liability, except for payment for Products delivered or Services performed.

10. **CHANGES** - Buyer may request changes to the Sales Order, including specifications, quantities, delivery dates, or scope of Services, by providing written notice. If such changes materially affect price or delivery, Seller will notify Buyer within 10 days, and the parties will negotiate an equitable adjustment. No changes are binding unless agreed in writing by both parties. Seller will not substitute Products or modify Services without Buyer's prior written approval.
11. **CANCELLATION** - Buyer may cancel a Sales Order prior to shipment of Products or performance of Services by providing written notice. For custom Products or Services, Buyer will reimburse Seller for reasonable out-of-pocket costs incurred prior to cancellation, including raw materials, work in process, or labor, not to exceed the Sales Order price. Seller will take reasonable steps to mitigate such costs.
12. **TERMINATION FOR CAUSE** - Seller may terminate the Sales Order if: (a) Buyer fails to make payments when due or breaches any other material provision; (b) Buyer ceases business operations, dissolves, or liquidates; (c) Buyer becomes insolvent or files for bankruptcy; or (d) Buyer undergoes a change of control. Seller may suspend performance until Buyer cures the breach.
13. **WARRANTIES** - Seller warrants this product to be free from defects in material and workmanship under normal use and service for a period of two years (including the sensor element), beginning on the date of shipment to the Buyer. This warranty extends only to the sale of new and unused products to the original Buyer. Seller's warranty obligation is limited, at Seller's option, to refund of the purchase price, repair, or replacement of a defective product that is returned to a Seller authorized service center within the warranty period. This warranty does not include: a) routine replacement of parts due to the normal wear and tear of the product arising from use; b) any product which in Seller's opinion, has been misused, altered, neglected or damaged by accident or abnormal conditions of operation, handling or use; c) any damage or defects attributable to repair of the product by any person other than an authorized dealer or contractor, or the installation of unapproved parts on the product. The obligations set forth in this warranty are conditional on: a) proper storage, installation, calibration, use, maintenance and compliance with the product manual instructions and any other applicable recommendations of Seller; b) the buyer promptly notifying Seller of any defect and, if required, promptly making the product available for correction. No goods shall be returned to Seller until receipt by the Buyer of shipping instructions from Seller; and c) the right of Seller to require that the Buyer provide proof of purchase such as the original invoice, bill of sale or packing slip to establish that the product is within the warranty period. THE BUYER AGREES THAT THIS WARRANTY IS THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES,



INCLUDING LOSS OF DATA, WHETHER ARISING FROM BREACH OF WARRANTY OR BASED ON CONTRACT, TORT OR RELIANCE OR ANY OTHER THEORY.

Resale Products carry only the warranty given by the original manufacturer. Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange procurement and shipping of the Resale Products as qualified by these Terms.

14. **COMPLIANCE WITH LAWS** - Seller warrants that Products and Services comply with all applicable U.S. federal, state, and local laws, including export control laws (e.g., EAR, ITAR, OFAC). For international sales, Seller will provide export control classification numbers and compliance certifications upon request. Buyer will comply with all applicable laws in its use of Products and Services. Seller will notify Buyer of any suspected or actual violation of laws and cooperate in any investigation.
15. **INDEMNITY** - Seller will defend, indemnify, and hold harmless Buyer against claims, losses, damages, or expenses arising from: (a) Seller's gross negligence or willful misconduct; or (b) infringement of third-party intellectual property rights by Products or Services. Buyer will indemnify Seller against claims arising from Buyer's misuse of Products or Services or Buyer's breach of this Agreement.
16. **INTELLECTUAL PROPERTY** - Products and Services may incorporate Seller's intellectual property, which remains Seller's exclusive property. Buyer is granted a non-exclusive, non-transferable license to use such intellectual property solely in connection with the Products or Services. Seller will defend Buyer against claims that Products or Services infringe third-party intellectual property rights, provided Seller may, at its option, obtain a license, modify the Products/Services, or refund the purchase price. Any specifications or materials provided by Buyer are Buyer's property, and Seller will use them only to perform the Sales Order.
17. **CONFIDENTIALITY** - Buyer will use Seller's confidential information (e.g., pricing, specifications, technical data) only to perform its obligations under the Sales Order and will not disclose it to third parties without Seller's written consent. Buyer will protect such information with reasonable care and return it to Seller upon request. This Sales Order is Seller's confidential information.
18. **LIMITATION OF LIABILITY** - Seller's liability for any claim arising from this Agreement will not exceed the purchase price of the affected Products or Services. Seller is not liable for consequential, incidental, indirect, or punitive damages, including lost profits or business interruption, even if advised of the possibility of such damages.
19. **DISPUTE RESOLUTION** - This Agreement is governed by the laws of the State of Missouri, U.S.A., without regard to conflict of laws principles. Any disputes will be resolved in the Circuit Court of St. Louis County, Missouri, U.S.A., and both parties consent to the exclusive jurisdiction of such courts. If Buyer is located outside the U.S., disputes will be resolved by binding arbitration in St. Louis, Missouri, under the American Arbitration Association's commercial arbitration rules. The prevailing party is entitled to recover reasonable attorney's fees and costs.



20. **MISCELLANEOUS** - Buyer may not assign this Agreement without Seller's written consent. Seller may assign this Agreement to its affiliates or a successor in interest without Buyer's consent. This Agreement may not be modified except by a written agreement signed by both parties. No waiver of any term is effective unless in writing and signed by the waiving party. If any provision is unenforceable, the remaining provisions remain in effect. All warranties, indemnities, and confidentiality obligations survive termination of the Sales Order.

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