



## GENERAL TERMS AND CONDITIONS OF SALE FOR THE OROLIA GROUP OF COMPANIES

In these General Terms and Conditions of Sale ("General Terms") the purchaser of the good(s) or service(s) ("Goods") is referred to as "Buyer". The seller of Goods is the party the Buyer's order is issued to, and is referred to as "Seller". Buyer's silence, acceptance or use of Goods is acceptance of these General Terms.

**1. CONDITIONS OF ACCEPTANCE OF ORDER:** Seller's acceptance of any order from Buyer is **expressly conditioned upon Buyer's assent to these General Terms**. As a result, any or all clauses or special or general terms of purchase appearing on or with Buyer's order form and which are inconsistent with or in addition to these General Terms (except additional provisions specifying quantity, character of the Goods ordered and shipping instructions) are expressly rejected by Seller, will be deemed to be null and void and will not be binding on Seller, unless expressly accepted in writing by an authorized representative of Seller. 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 General Terms. No waiver, alteration or modification of these General Terms will be binding on Seller, unless in writing and signed by an authorized representative of Seller. An order becomes valid and accepted following acknowledgement of receipt by Seller. If these General Terms are not acceptable to Buyer, Buyer must so notify Seller at once by specific written objection. All changes noted on Seller's acknowledgement of receipt will be deemed to have been accepted by Buyer, unless Buyer informs Seller in writing of its objection within three business days of receipt of Seller's acknowledgement of receipt. If Buyer notifies Seller of any objections within the time frame specified in the immediately preceding sentence but after Seller has already commenced performance of the order, both parties agree to negotiate in good faith to resolve the discrepancy in a fair, reasonable and equitable manner. Seller reserves the right to refuse any order under \$100 USD, with this amount subject to change at any time.

**2. CANCELLATION:** In case of cancellation prior to delivery, (a) Buyer will be charged and agrees to pay 15% of the total order, (b) software and non-recurring engineering charges (NRE) as quoted, or at prevailing rates, will be invoiced to Buyer at 100%, and (c) any down payment received by Seller for custom-configured systems is not refundable. No order is cancellable after delivery.

**3. DELIVERY:** The Goods will be delivered within a reasonable time after Seller's receipt of Buyer's order, subject to the availability of finished goods. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Seller will not be liable for any delays, loss or damage in transit. Unless otherwise specifically provided, delivery of all items will be FCA Seller's plant INCOTERMS® 2010 or, at Seller's option, FCA Point of Manufacture INCOTERMS® 2010, as indicated on the relevant quote. Ground shipment or airfreight charges will be billed freight collect, unless Seller has agreed in advance to provide shipping support by prepaying and adding freight charges to the invoice. All VAT, duties and similar fees are the responsibility of Buyer. Standard commercial packing for domestic ground shipment is included in the quoted price. Seaworthy or other special packing is additional and will be quoted separately upon request. As stipulated by FCA INCOTERMS®, it will be the responsibility of Buyer to file claims with the carrier for loss or damage to Goods while in transit. Partial shipments may be made by Seller unless specifically prohibited on Buyer's order. Items will be invoiced upon shipment; partial shipments will be calculated and invoiced separately. Any disputes with an individual invoice or delivery will not affect further processing of the order or payment of any other pending invoices.

**4. FORCE MAJEURE:** Seller will not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, epidemics, explosion, accident, quarantine restrictions, failure or delays on transportation, and inability to obtain necessary

labor, materials or manufacturing facilities. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery will be extended for a period equal to the time lost. No form of compensation or penalties for such delay of delivery will be allowed. Should a delivery be delayed for a reason that is outside the control of Seller, it will be deemed to have been made on the agreed date.

**5. TECHNICAL ACCEPTANCE:** Buyer will bear the cost of any technical acceptance procedure relating to the Goods, and this will be carried out within 15 days from the date of delivery. Completion of technical acceptance will not be deemed to be a condition precedent of the sale and payment.

**6. SHORTAGES AND DEFECTS:** Any claim of shortages or defects must be made by Buyer within 30 days after ship date. Claims must be provided to Seller in writing. Buyer will afford Seller prompt and reasonable opportunity to inspect all Goods for which any claim is made. Buyer will not return any Goods to Seller without prior authorization.

**7. RETURNS:** Returns, under warranty or otherwise, will not be accepted unless a "Return Authorization" has been issued by Seller. Buyer must reference the proper return authorization number on all packages and paperwork. Refer to the Repair & Maintenance procedure in the product manual when returning Goods that constitute equipment. Equipment that is attempted to be returned WITHOUT following the Repair & Return procedure will be deemed accepted by Buyer. A 15% restocking fee will apply for all non-warranty returns.

**8. PRICE:** The price of the Goods will be the price set out in Seller's written acknowledgement of receipt of Buyer's order, Seller's quote, or Seller's published price list in force as of the date of Seller's acknowledgement of receipt, in that order of preference.

**9. TAXES:** The prices stated in this quote or in the order acknowledgement do not include any provision for sales, use, excise, VAT or similar taxes or governmental charges. The amount of any such present or future taxes or other government charges applicable to the Goods sold may be added by Seller to the sales price and will be paid by Buyer, unless Buyer provides Seller with a tax-exemption certificate acceptable to the relevant taxing authority.

**10. PAYMENT TERMS:** If Buyer has not established preliminary credit with Seller, prepayment of the full amount of the order is required.

(a) Standard Terms with Credit:

Up to \$100,000—Net within 30 days after date of invoice.

Over \$100,000—30% down at order entry; 70% within 30 days of invoice.

(b) Non-Standard Credit Terms: Negotiable prior to order acceptance.

(c) Custom Systems: In addition to the terms above, custom-configured systems may require a minimum of 20% down payment at order entry.

All quotes reflect U.S. Dollars. All payments must be made in U.S. funds. All past due invoices are subject to an interest charge of 2% per month or partial month in addition to any collections expenses. In the absence of payment on any of the due dates, the other installments will become immediately due even if they have given rise to bills of exchange. In the event of default of payment by Buyer, Seller is entitled to take back the Goods, and Buyer is obliged to hand them over. All costs incurred in this recovery process will be borne by Buyer. In addition, Buyer will owe a minimum indemnity set at 15% of the amount of the invoice as an irreducible and fixed penalty.

**11. ADDITIONAL TERMS OF PAYMENT AND METHODS OF PAYMENT:** Each shipment will be considered a separate and independent transaction and payment therefor will be made accordingly. If shipments are delayed by Buyer,

payments will be due on the date when Seller is prepared to make shipment. Goods held for Buyer will be at the risk and expense of Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and the Goods have been returned to Seller in good and working condition; only then will full value credit be given to Buyer. Seller reserves the right to ship collect or COD, or to add freight charges to the invoice. If, in the judgment of Seller, the financial condition of Buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, Seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of Buyer, or in the event any proceedings are brought by or against Buyer under any bankruptcy or insolvency laws, Seller will be entitled to cancel any order then outstanding and will receive reimbursement for its cancellation charges.

**12. TITLE AND RISK OF LOSS:** Seller retains title and risk of loss and damage to the Goods, including, without limitation, any software (including, without limitation, firmware, licenses, application software, etc.), until delivery of Goods to first common carrier or other delivery agency for shipment to Buyer. In the case of electronic delivery of software, delivery will be deemed to have occurred upon electronic transmission by Seller. Thereafter, title and risk of loss and damage to the Goods will reside in Buyer.

**13. COLLATERAL:** As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants Seller a lien on and security interest in 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, without limitation, insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

**14. REMEDIES FOR BUYER'S BREACH OR DEFAULT:** Upon any default or breach by Buyer hereunder, Seller will have all of the rights and remedies set forth in these General Terms and of a secured party under the Uniform Commercial Code or other applicable law, which rights will be cumulative. In the event that Seller brings an action for collection of any overdue amount payable under any order Buyer will pay the cost of collection including, without limitation, reasonable attorneys' fees and costs. Seller or any of its agents or authorized representatives will have the right to enter Buyer's premises in which Goods are installed, stored or kept, or are reasonably believed so to be, at any time and without notice, and repossess and remove any Goods, including, without limitation, any software, sold hereunder if full payment has not been received by Seller. In addition to any remedies that may be provided under these General Terms, Seller may terminate any or all outstanding orders with immediate effect upon written notice to Buyer, if Buyer (a) fails to pay any amount due under any order; (b) has not otherwise performed or complied with any of these General Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings related to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**15. COMPLIANCE WITH LAW:** Buyer and Seller will comply with all applicable laws, statutes and regulations related to the manufacture, sale and use of the Goods.

**16. ANTI-CORRUPTION COMPLIANCE:** Buyer will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including, without limitation, United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and the French Loi Sapin II, and will not engage in any activity, practice or conduct that would be considered an offense of any such laws, statutes or regulations.

**17. Export Control:** Buyer and Orolia agree to comply with all applicable local and international export control laws and regulations, including, without limitation, the requirements of the UK Export Control Order of 2008 (amended 2017); the European Union EC Council Regulation 1236/2005 and EC Council Regulation 428/2009; and the U.S. Arms Export Control Act 22 U.S.C. Chapter 39, including, without limitation, the International Traffic in Arms Regulation (ITAR),

22 CFR 120 et seq.; and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, including, without limitation, the requirement for obtaining any End User Certificate, export license or agreement, if applicable. Neither party will, directly or indirectly, re-export any controlled commodities that are subject to these General Terms, unless the required export license, agreement or applicable exemption or exception is obtained from the proper government agency(ies) prior to export.

Buyer will immediately notify Seller if Buyer becomes listed in any Restricted Parties List(s). Buyer will maintain an effective export-import compliance program in accordance with the ITAR and the EAR.

Where Buyer is a signatory under a Seller export license or export agreement (e.g., TAA, MLA), Buyer will provide prompt notification to Seller in the event of changed circumstances including, without limitation, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation that could affect Buyer's performance under these General Terms.

Buyer will be responsible for all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, attorneys' fees and costs, arising from any act or omission of Buyer, its officers, employees, agents, suppliers or subcontractors at any tier, in the performance of any of its obligations under this clause.

**18. COMMERCIAL USE:** Buyer represents and warrants that all purchases of Goods under any order will not be used in the performance of a contract or subcontract with any government in a manner so as to affect Seller rights to data, technology, software or other intellectual property supplied by Seller.

**19. INTELLECTUAL PROPERTY AND PATENTS:**

(a) Seller will retain and own all right, title and interest in and to any intellectual property that Seller owned or had rights to before the date these General Terms first became effective, or that Buyer uses to create or develop thereafter. The sale of Goods or any parts thereof hereunder confers on Buyer no license under any patent rights of Seller covering or relating to (i) the structure of any devices to which the Goods or parts may be applied or (ii) a process or machine in connection with which they may be used.

(b) Buyer will indemnify, defend and hold Seller harmless against any losses, liabilities, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs, resulting from any suit or proceeding brought for infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights or for unfair competition arising from compliance with Buyer's designs, specifications or instructions.

(c) With respect to Goods manufactured solely to Seller's design or specifications, Seller will indemnify, defend and hold Buyer harmless against any losses, liabilities, damages, costs or expenses resulting from any third party action or claim that any Good infringes any United States patent, copyright, trademark, trade secret, or other United States intellectual property right(s) or results in bodily injury or property damage; provided, however, that (i) Seller is promptly notified of any and all threats, actions or claims related thereto, (ii) Seller will have exclusive control of the defense and settlement thereof, (iii) upon request and free of charge, Buyer furnishes to Seller information available to Buyer for such defense, and (iv) Buyer provides Seller with reasonable assistance, at Seller's reasonable expense. If the Goods or any parts thereof are held to constitute infringement and the use of the Goods or parts is enjoined, Seller will, in its sole discretion, at its own expense, either procure for Buyer the right to continue using the Goods or parts or replace them with non-infringing goods; or modify them so they become non-infringing; or remove the Goods or parts and refund the purchase price and the transportation costs thereof. Seller will not be liable for any losses, liabilities, damages, costs or expenses incurred by Buyer as a result of any suit or proceeding to the extent (x) relating to the use of any Goods, or any part thereof, furnished hereunder, for a purpose that is not their ordinary purpose or, (y) relating to the use of any Goods, or any part thereof, furnished hereunder, in combination with goods or

services not supplied by Seller, or (z) that a manufacturing or other process utilizing any Good, or any part thereof, furnished hereunder, constitutes either direct or contributory infringement of any patent of the United States. Because Seller will have exclusive control of resolving claims under this clause, in no event will Seller be liable for Buyer's attorneys' fees or costs. Any liability of Seller under this clause is subject to the provisions of the "Limitation of Liability" section of these General Terms.

**20. CONFIDENTIALITY:** The studies, plans, drawings and documents provided by or sent by Seller will remain the property of Seller. Buyer may not disclose any proprietary information of Seller to third parties for any reason whatsoever without prior written approval of Seller.

**21. LIMITED WARRANTY:** Details of Seller's Warranty can be found at – <https://oroliads.com/warranty-information/>

EXCEPT FOR THE LIMITED WARRANTY STATED AT THE LOCATION INDICATED ABOVE, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH REGARD TO ANY GOODS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**22. LIMITATION OF LIABILITY:** SELLER'S LIABILITY ARISING OUT OF OR RELATING TO ITS PERFORMANCE OF AN ORDER MADE HEREUNDER IS LIMITED TO THE ORDER PRICE FOR THE SPECIFIC GOOD THAT GIVES RISE TO THE LIABILITY. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOSS OF REPUTATION OR LABOR COSTS, RESULTING FROM THE USE OR INABILITY TO USE THE GOODS, FROM THE GOODS' INCORPORATION INTO OR BECOMING A COMPONENT OF ANOTHER GOOD OR SERVICE, FROM ANY BREACH OF THESE GENERAL TERMS, FROM ANY DELAY IN DELIVERY, OR ANY OTHER BREACH, FAILURE OR OMISSION BY SELLER, REGARDLESS OF THE CAUSE OR NATURE OF SUCH DELAY, BREACH, FAILURE OR OMISSION OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED), CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY AND REGARDLESS OF ANY ADVICE OR REPRESENTATION THAT MAY HAVE BEEN RENDERED BY SELLER REGARDING THE GOODS OR SELLER'S PERFORMANCE HEREUNDER.

**23. NOTICES:** All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and addressed to Buyer or Seller, as applicable. Except as otherwise provided in these General Terms, 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 these General Terms.

**24. ASSIGNMENT:** As used herein, "Buyer" and "Seller" include their respective successors and assigns. No right or interest arising under this document will be assigned by Buyer and no delegation of any obligation owed by Buyer will be made by Buyer without the prior written approval of Seller, which approval will not be unreasonably withheld.

**25. CONFLICTING TERMS AND CONDITIONS:** In the event of a conflict between any terms and conditions on any quote, these General Terms, and any Buyer's terms and conditions contained in or attached to any order that are expressly accepted in writing by an authorized representative of Seller, the terms and conditions on the quote, followed by Buyer's terms and conditions expressly accepted in writing by an authorized representative of Seller, followed by these General Terms, including, in each case, any attachments or exhibits, will prevail.

**26. TYPOGRAPHICAL ERRORS:** Typographical errors are not binding and are subject to correction.

**27. GOVERNING LAW AND JURISDICTION:** The validity, performance and all matters relating to the effect of these General Terms and the transactions to which they relate will be governed by the laws of the State of New York, USA

without reference to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") will not govern or apply to these General Terms or to any order to which these General Terms apply.

The parties hereby consent to binding arbitration by the American Arbitration Association or similar organization, for conflict resolution. The arbitration will be conducted in English. The prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in the arbitration, in addition to any other relief to which the prevailing party may be entitled.

**28. NO WAIVER:** Seller's failure to insist upon performance of any of the terms and conditions set forth herein or to exercise any right hereunder on any one or more occasions will not be deemed to be a waiver of such terms, conditions or rights, nor will it be deemed to be a waiver of any other term, condition or right set forth herein, unless the waiver is confirmed in writing by an authorized representative of Seller.

**29. SEVERABILITY:** In the event any one or more of the provisions of these General Terms are held to be unenforceable under applicable law, (a) such unenforceability will not affect any other provision of these General Terms; (b) these General Terms will be construed as if said unenforceable provision had not been contained herein; and (c) the parties will negotiate in good faith to replace the unenforceable provision with a provision that has the effect nearest to that of the provision being replaced.

**30. INDEPENDENT CONTRACTORS:** The parties are independent contractors, and no other relationship, including, without limitation, partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these General Terms. Neither party has the right to bind or obligate the other party.

**31. LANGUAGE:** This document may be made available in more than one language. In case of conflicting meanings or translations, the English version will prevail.

**32. ENTIRE CONTRACT:** Unless there are prevailing agreements in place by the parties, these General Terms, any orders to which these General Terms are attached, and any attachments hereto and thereto constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Buyer and Seller, except those expressly set forth herein.