



SealLogix Inc. Sales Order General Terms and Conditions

1. **AGREEMENT AND ACCEPTANCE:** These SealLogix Inc., d/b/a CeraTek and Accu-Seal, Sales Order General Terms and Conditions ("General Terms and Conditions") govern all sales of, and where applicable, licenses of goods, systems, software, and services by SealLogix Inc. (SealLogix), doing business as CeraTek and Accu-Seal (the "Seller"), to the customer identified in the applicable purchase order, proposal, or sales order acknowledgment (the "Buyer"). Unless otherwise expressly agreed by Seller in a written agreement signed by an authorized representative of Seller, all quotations, proposals, purchase orders ("POs"), order acknowledgments, and deliveries of goods, systems, software, or services by Seller are expressly conditioned on Buyer's acceptance of these General Terms and Conditions, which together with any applicable written quotation, proposal, or order acknowledgment issued by Seller, constitute the entire agreement between the parties (the "Agreement"). Any additional or different terms proposed by Buyer, whether contained in a PO or other document, are hereby objected to and rejected by Seller and shall be of no force or effect. Buyer's acceptance of any goods, systems, software, or services shall constitute acceptance of these General Terms and Conditions. Seller's failure to object to any term proposed by Buyer shall not be deemed a waiver of these General Terms and Conditions. Buyer acknowledges that it has had the opportunity to review these terms prior to purchase. Where Buyer is not the end user that places any system or product into operation, or receives services ("End User"), Buyer shall ensure, and hereby guarantees, that the End User is bound by and complies with all obligations applicable to Buyer under this Agreement. Buyer shall be fully responsible and liable for any act or omission of any End User as if such act or omission were that of Buyer. All prior or contemporaneous proposals, negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof are superseded by this Agreement.
2. **PERMITS:** Acceptance of any PO from Buyer is conditional on the granting of any required export licenses and import permits. If required, Seller shall apply for any required export licenses, and Buyer shall obtain and make available to Seller, when required, import permits and other documents necessary to permit prompt exportation from the United States. Seller's responsibility for obtaining any required export license does not include payment of any duties, tariffs, taxes, customs fees, brokerage fees, or other governmental charges, all of which shall be the responsibility of Buyer unless otherwise agreed in writing. If export becomes impossible due to a change in law after Seller has incurred costs in reliance on the order, Buyer shall reimburse Seller for all non-recoverable costs incurred prior to such change.
3. **EXPENSES:** Seller will not assume responsibility for any labor costs or other expenses for work done in the field by anyone other than Seller, or its authorized representative, provided such authorization is communicated to Buyer in writing, or for any expenses in connection with parts secured in the field from someone other than Seller or its authorized representative.
4. **QUOTED PRICES:** Quoted prices are in U.S. dollars and are subject to change without notice unless a valid PO with agreed-upon pricing is accepted by Seller within thirty (30) days after the quotation date. Buyer acknowledges and agrees that the acceptance provisions set forth in Section 1, including any acceptance resulting from Buyer's issuance of a PO or Buyer's failure to object to these Terms and Conditions, shall also apply to and govern acceptance of quoted pricing and any related commercial terms.
Prices may be adjusted for changes in specifications, quantities, materials, shipment arrangements, delivery schedules, installation requirements, testing requirements, or other terms not included in the original quotation, including without limitation changes in raw materials, labor, freight, tariffs, or supplier pricing. Any Buyer-requested change to specifications, scope of work, performance requirements, materials, delivery schedules, installation requirements, factory acceptance testing (FAT), site acceptance testing (SAT), documentation, or other project requirements shall be subject to Seller's prior written approval. Seller reserves the right to adjust pricing, delivery schedules, payment milestones, and other terms of the Agreement to reflect the impact of any approved change. No change shall be binding upon Seller unless accepted in writing by an authorized representative of Seller. Seller reserves the right to correct typographical or clerical errors or omissions which may be present in its prices or specifications. Buyer is responsible for all applicable taxes and duties.



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5. **TARIFF SURCHARGE:** Due to government regulations, trade policies, or changes in international tariffs, a tariff surcharge may be applied to products, shipments, or services involving certain raw materials including, but not limited to, all steel and aluminum imports. Buyer is responsible for tariff fees imposed on equipment, parts, components, subassemblies, or finished goods that may be incurred during the import process. These charges will be applied in addition to the quoted price and will be reflected on the final invoice. All tariff surcharges are non-refundable, unless required by law. Charges are subject to change, depending on the current tariff rates imposed.
6. **SURGE PRICING:** Due to current market demands, limited supply, or other operational costs, such as raw material shortages, unexpected increases in production costs, or supply chain disruptions, the price for goods and services quoted may temporarily increase. Seller shall communicate the additional surge pricing charges to Buyer prior to booking confirmation. Seller reserves the right to modify or remove surge pricing at any time. The surge pricing surcharge is non-refundable, except where required by law. Charges are subject to change and may vary depending on market conditions.
7. **CONFIDENTIALITY:** "Confidential Information" means all information of either party (hereinafter referred to as the "Disclosing Party") disclosed to or accessed by the other party (hereinafter referred to as the "Receiving Party") in connection with any sales hereunder that is either conspicuously marked or otherwise identified as confidential or proprietary at the time of such disclosure or access, or that should reasonably be understood by the Receiving Party to be confidential based upon the nature of the information or the circumstances of disclosure. Confidential Information of Seller includes, but is not limited to, the Licensed Programs and Documentation. The Receiving Party shall not disclose Confidential Information to any person or entity, or use for any purpose, other than as contemplated by these General Terms and Conditions, provided, however, that the Receiving Party may disclose Confidential Information only to authorized employees and contractors on a need-to-know basis and provided that such employees and contractors are subject to confidentiality obligations at least as restrictive as those set forth in these General Terms and Conditions. Notwithstanding the foregoing, the Receiving Party may disclose to a third-party information that: (a) is available to the public or becomes available to the public other than by a breach of these General Terms and Conditions; or (b) is rightfully received from a third party that does not owe a duty of confidentiality with respect to such information. In addition, the Receiving Party may disclose Confidential Information to the extent that the Receiving Party is legally compelled to disclose such Confidential Information in accordance with applicable laws, regulations, or court, judicial, or other government order, provided that, to the extent feasible and permitted under applicable law, the Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure. Should the Receiving Party breach its obligations under this Section 7, the Receiving Party acknowledges and agrees that Disclosing Party will not have adequate remedy in money damages, and that Disclosing Party shall have the right to obtain immediate injunctive relief in addition to any other legal, equitable or financial remedies to which Disclosing Party may be entitled. The provisions of this Section 7 shall be in addition to, and not in lieu of the terms of any separate non-disclosure agreement between the parties. In the event of any conflict between the provisions of this Section 7 and such other non-disclosure agreement, the more restrictive provision shall apply, if Seller's Confidential Information shall in all cases be treated at least as strictly as Buyer's Confidential Information. The obligations of this Section 7 shall survive for five (5) years following termination or expiration of the Agreement; provided, however, that trade secrets shall remain subject to these obligations for so long as they remain trade secrets under applicable law.
8. **LIMITED PRODUCT WARRANTY:** Unless otherwise agreed by the Parties in writing and specified in Seller's accepted proposal, Seller warrants that, for a period of **two (2) years** from the date of shipment, the hardware and software supplied by Seller shall be free from defects in materials and workmanship under normal use and service, and that labor performed by Seller in connection with the equipment shall be free from defects in workmanship for a period of **sixty (60) days** from the date such labor is performed (collectively, the "Limited Warranty"). The criteria for determining whether any product conforms to the Limited Warranty prior to shipment shall be based on design performance criteria mutually agreed in writing, and not solely on results obtained during acceptance testing unless expressly agreed otherwise.

If any hardware, software, or labor fails to conform to the Limited Warranty, Seller's sole obligation, and Buyer's sole and exclusive remedy, shall be, at Seller's option, to repair or replace the nonconforming hardware or software, reperform the nonconforming labor, or refund the purchase price paid for the affected product or labor, provided that



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Buyer returns the nonconforming product to Seller with transportation charges prepaid when requested by Seller. These remedies shall apply regardless of the legal theory upon which any claim is based.

The Limited Warranty shall not apply to any defect, failure, loss, or damage resulting from: (i) improper handling, operation, siting, installation, maintenance, misuse, abuse, neglect, accident, or normal wear and tear; (ii) service, repair, modification, or alteration performed by any person other than Seller or its authorized representatives; (iii) Buyer's failure to follow Seller's manuals, instructions, Documentation, or written recommendations; (iv) Buyer's failure to properly train machine operators or maintenance personnel; (v) any ancillary product, equipment, software, or system not supplied by Seller; or (vi) consumable or normal wear items, including but not limited to seals, gaskets, belts, heaters, thermocouples, tooling, knives, filters, and similar components subject to ordinary wear and replacement.

The Limited Warranty applies only to the original Buyer and may not be assigned or transferred without Seller's prior written consent.

Seller makes no warranty or representation of any kind, whether express or implied, with respect to products, components, hardware, software, or services supplied by any third-party manufacturer or licensor. Buyer agrees to look solely to such third party for any warranty claims relating thereto.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS SECTION 8, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE.

9. **LIMITATION OF LIABILITY:** TO THE EXTENT THAT LIABILITY IS NOT OTHERWISE EXCLUDED IN ACCORDANCE WITH SECTION 8 (LIMITED PRODUCT WARRANTY) ABOVE, SELLER'S MAXIMUM AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING FROM A CLAIM, SETTLEMENT, JUDGMENT, AWARD, OR OTHER MONETARY RECOVER, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY BUYER TO SELLER FOR THE APPLICABLE PRODUCT(S), SYSTEM(S) AND/OR SERVICE(S) SOLD HEREUNDER, LESS ANY AMOUNTS PREVIOUSLY PAID, CREDITED, OR REFUNDED BY SELLER TO BUYER, INCLUDING WITHOUT LIMITATION, ANY REPURCHASE PRICE PAID FOR SUCH PRODUCT(S) OR SYSTEM(S) OR ANY REFUND OF SERVICE FEES. THIS LIMITATION SHALL NOT APPLY TO BUYER'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 12 AND 15. SELLER SHALL NOT BE LIABLE TO BUYER, ITS CUSTOMERS, OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES OR DUE TO ANY EVENT WHATSOEVER, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
10. **CANCELLATION OF ACCEPTED ORDER:** Once accepted by Seller, no PO may be cancelled without Seller's written consent which may be withheld in Seller's absolute discretion. Whether or not consent is granted, Buyer shall indemnify Seller for and against all losses or other damages resulting from such cancellation, in accordance with Section 12 (Termination Costs).
11. **TERMINATION:** Seller may terminate any order or agreement, in whole or in part, upon thirty (30) days' written notice if Buyer breaches any representation, warranty, covenant, or obligation under the Agreement, including nonpayment, and fails to cure such breach within the thirty (30) day notice period. In such event, Buyer shall pay Seller for all work performed, materials ordered, commitments incurred, and reasonable lost profits on work performed through the termination date.



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12. **TERMINATION COSTS:** Buyer shall indemnify and reimburse Seller for all loss or damage resulting from (i) any cancellation by Buyer pursuant to Section 10, or (ii) any termination by Seller due to Buyer's breach pursuant to Section 11, including all costs incurred, engineering, labor, materials, purchased components, overhead, storage, supplier cancellation charges, reasonable attorneys' fees, and reasonable lost profits on committed capacity.
13. **INFRINGEMENT:** If Buyer is charged with infringement of any patent, trademark or copyright held by a third party by reason of any product or service purchased from Seller, Buyer shall give prompt written notice of such charge to Seller. Buyer agrees that Seller shall have, at its option, the right to repurchase the product or system, or terminate the service, and refund the price paid therefor, calculated on a straight-line depreciation basis at fifteen (15) percent per year from the date of shipment. Buyer further agrees that the repurchase of such product or system, or refund of amounts for service by Seller constitutes a complete and final settlement of any claim Buyer might have against Seller by reason of the claimed infringement or the like. In addition, Buyer agrees to permit Seller, at its option, to assume full and complete control of the defense, with the reasonable cooperation of Buyer at its own expense of any such infringement action or claim brought against Buyer as a result of Buyer's use or sale of such equipment, system or service. Seller agrees to bear the expense of any defense for which Seller has exercised its option to control. In any event, Seller's liability to Buyer resulting from any such action or claim or any settlement thereof, is limited to and shall not exceed the full purchase price paid for the applicable product, system or service minus the price provided herein for the repurchase of such equipment, system or refund of service fees by Seller, if any. Seller shall not be liable to Buyer for any claim(s) based upon the use of the product, system or services in combination with equipment or devices not made by Seller or in a manner for which the product or systems were not designed, or from designs or specifications provided by Buyer. No costs or expenses shall be incurred for the Seller without its written consent. Buyer shall indemnify, defend, and hold harmless Seller and its affiliates, and their respective officers, directors, employees, and representatives, from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any allegation that the products, designs, specifications, materials, instructions, or other information provided by Buyer or on Buyer's behalf infringe or misappropriate any third-party intellectual property rights. The foregoing states the entire liability of Seller with respect to such infringements by the products or any part thereof or by their operation.
14. **PAYMENT:** Unless otherwise agreed to between the parties and specified in the invoice, Buyer shall pay to Seller the fees and any other amount specified in a validly issued invoice, within 30 days of receipt of such invoice (or, in the case of a deposit invoice, promptly upon receipt). In the event that Buyer fails to promptly remit the full and complete fees in accordance with this Section 14, Buyer shall pay Seller interest on the unpaid balance computed at the rate of one and one half (1.5) percent per month (approximately (18) percent per annum) from the date the balance becomes overdue until paid in full, subject to the maximum interest rate permitted by applicable law. In addition, Buyer shall pay Seller all reasonable attorneys' fees and related expenses in connection therewith and in connection with any litigation initiated to enforce the provisions hereof. If Buyer fails to make any payment when due, Seller may, upon written notice to Buyer, suspend performance of this Agreement, including the manufacture, shipment, delivery, installation, commissioning, warranty service, or performance of any Services, until all past-due amounts (including accrued interest) are paid in full. Any such suspension shall not constitute a breach of this Agreement by Seller, and Seller shall not be liable for any delays or damages resulting from such suspension. Seller's right to suspend performance is in addition to, and not in lieu of, any other rights or remedies available under this Agreement or applicable law, including Seller's right to terminate this Agreement pursuant to Section 11.
15. **INDEMNITY:** Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all losses, damages, claims, suits or judgments arising out of or resulting, in whole or in part, to the extent attributable to: (a) any modification, alteration or other change made by Buyer, its servants, agents, employees and/or independent contractors, to the products or systems sold to Buyer, without the express written consent of Seller; (b) any product or system of Buyer (including, without limitation, under any product liability claim based upon such product); (c) any failure of Buyer to follow Seller's written recommendations or to properly train and supervise machine operators and maintenance personnel in the handling, operation and maintenance of the product or system sold hereunder; or (d) any act or omission of Buyer. In addition to the foregoing, and not in replacement thereof, any third party that purchases or otherwise receives any product, system and/or services purchased from Seller shall, effective as of the date of such resale or transfer, be subject to the obligations to indemnify Seller as set forth in this paragraph as applicable to such



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transferee, and in connection therewith, Buyer further agrees to cause such transferee, as a condition precedent to such resale, to execute a confirmatory letter addressed to Seller to this effect.

Buyer agrees that, to the fullest extent permitted by applicable law, it hereby waives, and shall cause its insurers to waive, any and all rights of subrogation, recovery, contribution, or reimbursement against Seller, its parent, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns, with respect to any claim, loss, damage, liability, cost, or expense covered by insurance and arising out of or relating to the matters for which Buyer is obligated to indemnify Seller under this Agreement. Buyer shall obtain endorsements from its insurers, evidencing such waiver of subrogation where commercially available and shall maintain such waivers throughout the applicable insurance period. Buyer acknowledges that this waiver is a material inducement to Seller's agreement to sell the products and services contemplated herein. SHIPPING: Unless otherwise agreed to between the parties and specified in the accepted proposal, all products will be shipped EXW Seller's Facility as defined in Incoterms® 2020 published by the International Chamber of Commerce. Title and risk of loss shall pass to Buyer upon Seller's making the goods available for pickup at Seller's facility. All insurance and transportation charges will be paid by Buyer. If Buyer fails to designate a carrier for shipment after notice that the products or systems are ready for delivery, Seller is authorized to select and arrange with a carrier for the shipment and to invoice Buyer, therefore. By so doing, Seller will not thereby assume any liability in connection with shipment, nor shall the carrier in any way be construed to be Seller's agent.

16. EXPORT CONTROLS: Buyer's purchases of products, systems and services from Seller are subject to applicable export and re-export controls (including, without limitation, under export control laws, regulations and orders of the United States of America and any agency, subdivision or instrumentality thereof). Buyer will not directly or indirectly take any prohibited action or fail to take any required action to violate these controls. Buyer represents that the products are being purchased with the purpose of exportation to only those countries specified in Buyer's purchase order, and Buyer covenants that the products will be shipped to that destination and shall furnish, if required by Seller, a certificate duly executed by the customs authority at the port of importation, certifying that the goods have been landed and entered at that port. Buyer will maintain complete records of its sales of products and systems, including records of sales showing customer name, ultimate destination, product designation, serial number and date of sale of all Buyer products, and will make these records available to Seller upon request. Buyer will have sole responsibility for obtaining any necessary foreign governmental approvals relating to the products sold or services rendered by Seller.
17. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller is and shall remain the sole and exclusive owner of all right, title and interest in and to any and all software, designs, specifications, and other documentation and information provided or made available to Buyer in connection with any goods, systems or services provided to Buyer (the "Product Information"), as well as all technology, know-how, and other intellectual property related to the Product Information or the development, design, manufacture, sale, installation, configuration and use of such goods, systems and services and the same is and shall remain Seller's proprietary and confidential information and intellectual property. To the extent that Buyer has any rights in any Product Information, modifications, or improvements, Buyer assigns to Seller any rights Buyer may acquire in modifications or improvements that are derived from or based upon Seller's Product Information. Buyer agrees to (i) hold all Product Information in the strictest confidence and not to disclose any Product Information to anyone, except that Product Information may be disclosed to Buyer's officers, directors, employees, agents, and representatives (collectively, "Representatives") on a "need to know" basis for the purpose of using the applicable goods or services provided to Buyer in accordance with these terms, provided that such Representatives agree in writing to be bound by these terms and agree in writing not to disclose such Product Information to any other person and (ii) not, and will not employ, cause, direct or assist any other person to, duplicate, reverse engineer, or otherwise produce products or systems that rely on any Product Information or any of Seller's, technology, know-how, or other intellectual property.

If any goods, systems, or services provided by Seller include networked controls, remote diagnostics, software components, or connectivity features, Buyer acknowledges and agrees that Buyer is solely responsible for the security, configuration, maintenance, and protection of Buyer's network, systems, and IT environment. Seller shall not be responsible for any unauthorized access, cybersecurity incident, data breach, loss of data, or compromise arising from Buyer's network, systems, personnel, third-party providers, or failure to implement appropriate security measures. Buyer shall be solely responsible for compliance with applicable data privacy and security requirements relating to



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Buyer's systems and data. The Parties' respective obligations regarding data handling, access, use, and any required breach of notification shall be governed by their written agreement, if any, applicable to such services.

18. **AMENDMENT AND WAIVER:** Any modification or waiver of any provision of these General Terms and Conditions must be in writing and signed by authorized representatives of both parties. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from these General Terms and Conditions shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions. Notwithstanding the foregoing, and in accordance with Seller's established policy of constant improvement, Seller reserves the right to amend the specifications and designs at any time without notice, provided such changes do not materially reduce functionality or performance, unless agreed in writing by Buyer.

ADDITIONAL CONDITIONS:

- a. Facility. To the extent applicable for implementation services, Buyer agrees to provide a safe working environment at Buyer's site in a heated and lit office space with reasonable access to a telephone, photocopier, and internet access. Buyer shall maintain commercially reasonable insurance, including Commercial General Liability, property insurance, and workers' compensation insurance as required by applicable law, covering its operations and premises during Seller's performance of on-site services. Upon Seller's request, Buyer shall provide evidence of such insurance and shall name Seller as an additional insured under Buyer's Commercial General Liability policy for claims arising out of Buyer's premises or operations during Seller's on-site work.
 - b. Limitations. No action, regardless of form, arising out of any purchase order or other agreement to which these Terms and Conditions apply may be brought by Buyer more than two (2) years after the cause of action has arisen.
19. **GOVERNING LAW:** These General Terms and Conditions, the Agreement, and any transaction governed hereby shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law principles that would require the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these General Terms and Conditions, the Agreement, or any transaction governed hereby.
20. **DISPUTE RESOLUTION:** Any controversy or claim arising out of or relating to any transaction governed by this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The seat and place of arbitration shall be Wilmington, Delaware. Arbitration shall be conducted before a single arbitrator selected in accordance with the AAA Rules. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party, to the extent permitted by applicable law. The arbitration shall be conducted in the English language. The arbitrator shall use reasonable efforts to render a final award within one (1) year after the notice of arbitration is filed.

To the extent litigation is necessary to enforce an arbitration agreement or award, obtain provisional or injunctive relief, or otherwise aid the arbitration, Buyer irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware and waives any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens.

Buyer further irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any claim of immunity from legal proceedings or enforcement of judgments, including, without limitation, prejudgment attachment, provisional remedies, execution, or other judicial process, based on sovereignty or similar grounds.

21. **SUSPENSION AND TERMINATION FOR BANKRUPTCY:** If Buyer becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or ceases business operations, Seller may suspend performance, accelerate all amounts due, reclaim goods where permitted by law, and terminate the Agreement.



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22. **INSPECTION:** Inspection by Buyer of the products or systems must be made at Seller's factory. Reasonable facilities will be afforded to inspectors representing Buyer to make such inspection and to apply, prior to shipment, tests in accordance with the Limited Warranty and to which Seller has previously agreed. If Buyer delays FAT, SAT, shipment, installation, or acceptance for more than fifteen (15) days after written notice, Seller may deem the equipment accepted, completed, ready for shipment, and may invoice all remaining amounts due. Seller may also assess reasonable storage, insurance, and handling charges for any delay beyond fifteen (15) days. Buyer shall inspect the products upon delivery and notify Seller in writing of any claimed nonconformity within ten (10) days after delivery in accordance with Section 29 (Notices). Failure to provide such notice within such period shall constitute irrevocable acceptance of the products.
23. **SECURITY:** Seller reserves the right to require payment in advance as satisfactory security or a guarantee that an invoice will be promptly paid when due if at any time Buyer's financial responsibility becomes impaired or unsatisfactory to Seller. Buyer grants Seller, and Seller reserves, a purchase-money security interest in each product purchased from Seller and in any proceeds therefrom, for the full amount of fees payable to Seller. Buyer agrees that Seller may file financing statements or take any other actions Seller deems reasonably necessary to perfect its security interest, and Buyer will reasonably cooperate with such efforts. Payment in full of the purchase price for any product or system purchased from Seller shall release the security interest in that product. Buyer authorizes Seller to file UCC financing statements without Buyer's further signature.
24. **ASSIGNMENT:** Neither party may assign this Agreement or any accepted order without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without consent in connection with a merger, stock sale, sale of substantially all assets, or similar transaction, provided that the successor or acquiring entity assumes all obligations hereunder.
25. **FORCE MAJEURE:** Seller shall not be liable for any delay in performance or failure to perform resulting from causes beyond its reasonable control, including, without limitation, floods, fires, strikes, labor disputes, accidents, transportation delays, documented supply chain disruptions, governmental actions, acts of God, or any other event of force majeure or commercial impracticability.
- Any delivery or shipment dates provided by Seller are estimates only and are based on conditions existing at the time of quotation. Time is not of the essence with respect to Seller's performance or delivery obligations.
- Any delay or failure to perform resulting from a force majeure event shall not constitute a default under this Agreement (except with respect to payment obligations), and Seller's time for performance shall be extended for a period equal to the duration of the delay and its reasonably resulting effects.
- Seller shall not be in default or liable for any failure in performance or loss or damage under any agreement with Buyer due to any cause beyond its reasonable control. Without limiting the foregoing, estimates as to time required for shipment are estimates only, based on conditions prevailing at the time of quotation. All agreements as to delivery are subject to all the contingencies of force majeure, including but not limited to floods, fires, strikes, accidents, documented supply chain delays, delays in transportation, any other commercial impracticability or other causes of delay beyond Seller's control. Any failure by a party under any purchase order or other agreement (other than payment of money due) due to a force majeure shall not be deemed to be a default and the time of performance shall be extended for a period equal to the period of delay and its consequences.
26. **SURVIVAL AND INVALIDITY:** The provisions contained herein which would by nature survive the termination or expiration of any agreement between Buyer and Seller governed by this Agreement shall survive. If any provision of these General Terms and Conditions is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these General Terms and Conditions will remain in full force and effect. Any of these General Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
27. **NOTICES:** Notices or demands hereunder shall be in writing and shall be deemed given when personally delivered, sent by nationally recognized overnight courier, sent by certified U.S. mail (return receipt requested), or transmitted



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by email, with confirmation of transmission. Notices shall be sent to the addresses or email addresses identified in the applicable quotation, proposal, sales order acknowledgment, purchase order, or other written communication between the parties, unless either party provides written notice of a change of address.