

Terms and Conditions

1. DEFINITIONS

“Seller” means the invoicing entity, Aimtop LLC, providing Products or performing Services under the Contract.

“Buyer” means the purchasing entity to which Seller is providing Products or Services under the Contract.

“Contract” means either the contract agreement signed by both parties, or the purchase order issued by Buyer in writing and accepted by Seller in writing by Facsimile, letter or email, for the sale of Products or Services, together with these Terms and Conditions, Seller’s final quotation, the agreed scope(s) of work, and Seller’s order acknowledgement. In the event of any conflict, these Terms and Conditions shall take precedence over other documents included in the Contract.

“Price” means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

“Products” means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

“Services” means the services Seller has agreed to perform for Buyer under the Contract.

“Terms and Conditions” means these “General Terms and Conditions for the Sale of Products or Services”, together with any modifications or additional provisions specifically stated in Seller’s final quotation or specifically agreed upon by Seller in writing signed by an officer of Seller.

2. APPLICABILITY

All orders are accepted, and all sales are made subject to the provisions of any written contract signed by or on behalf of the Buyer and Seller, or if no such agreement exists, sale of any Products or Services is expressly conditioned on Buyer’s assent to these Terms and Conditions. Any acceptance of Seller’s offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Buyer’s order of products (or continuance of an order) after receipt of these terms and/or returning signed Seller’s quotation, shall constitute Buyer

acceptance, without any additional or different terms. All terms contained on any purchase order or similar ordering document shall not apply and are hereby rejected.

3. PRICING

- a) Prices in any Sales Confirmation from Seller are subject to change upon notice sent to Buyer at any time before the Sales Confirmation has been accepted.
- b) Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.
- c) Unless specified in the Seller's quotation, the price excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if prepaid by Seller.
- d) All war-risk insurance, harbor charges, tolls, wharfage, demurrage, wharf handling or warehousing together with any increase over current rates on marine or other insurance, shall be charged to Buyer as an addition to prices specified.
- e) All prices shall be confidential, and Buyer shall not disclose such prices to any unrelated party.

4. TAXES.

All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "Taxes"). Any Taxes related to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the Tax and any penalties and interest related thereto.

5. DELIVERY

- a) Buyer accepts Seller's point-of-shipment weights and measurements, unless proven incorrect or unless otherwise agreed upon.
- b) Unless otherwise specified, all Product is delivered EXW Seller's location (Incoterms 2023).
- c) Seller may deliver Products in advance of the delivery schedule.
- d) Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption.
- e) Title and Risk of Loss:

- a. Title: Ownership and risk of loss pass to Buyer upon the earlier of (i) Seller's delivery of the goods to the carrier, or (ii) invoicing by Seller for the goods where Buyer is unable to accept delivery on the scheduled date. Seller retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. Buyer waives any claim against Seller in the event Seller secures, or attempts to secure, its interest in the goods, including repossession, should buyer fail to pay the purchase price as provided herein. Upon payment with good funds for the Products, Seller warrants that the Product shall be free and clear of all liens arising by or through Seller.
- b. Shipping Risks: Unless specifically agreed to by Seller, Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will not be responsible for deterioration of Products that occur during shipping. Claims for any damage, shortage or loss in transit must be made by Buyer or the carrier.
- f) If any Products to be delivered under this Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Seller may ship the Products to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) a fee of two percent (2%) of the value of the Products will be charged to Buyer; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.
- g) Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

6. PURCHASE ORDER CANCELTATION

- a) Buyer may cancel its order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancelations will be subject to payment to Seller of reasonable and proper cancelation charges. Buyer may return Products only at its sole cost and only with the prior written authorization of Seller, subject to a restocking fee as agreed by the parties. No returns of special, custom, or made-to-order Products will be permitted. No returns will be permitted more than sixty (60) days after delivery.
- b) In the event of a price increase, Buyer may cancel any undelivered portion of any order by written notice to Seller, provided such notice is received by Seller not more than ten (10) days after Buyer's receipt of Seller's notice of price increase. Upon cancellation, Buyer shall pay Seller: (1) the Price for all

Products which have been completed or are in the process of completion and (2) components or goods secured by Seller from outside sources for the performance of the Contract.

7. PAYMENT; CREDIT RISK.

- a) Unless otherwise provided on an invoice, all payments are due net thirty (30) days from date of invoice or by letter of credit paid upon submittal of shipping documents, all payable in the currency specified in the invoice. All amounts payable hereunder shall be paid by check or electronic transfer in United States funds at the location indicated on the invoice. To be timely, payment must be received by Seller within terms. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.
- b) Seller retains and Buyer grants a security interest in the Product until Seller is paid in full. On request, Buyer shall execute and deliver or cause to be executed and delivered, to Seller, any and all documents or finance statements which the Seller will reasonably require to perfect and/or protect Seller's security interest in the goods or proceeds. Seller shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the Products; however, the failure of Seller to file any such document shall not in any way act as a waiver of Seller's right to such.
- c) If at any time the financial responsibility of Buyer, or the credit risk of Buyer, shall become unsatisfactory to Seller, Seller may require cash or security satisfactory to Seller prior to subsequent shipments or deliveries hereunder. The election by Seller to require such cash or security shall not affect the obligation of Buyer to take and pay for the Products.
- d) Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller. Seller may set off any amount which Seller or any of Seller's affiliates or subsidiaries owes at any time to Buyer or any of Buyer's affiliates or subsidiaries against any amount payable at any time by Buyer hereunder.
- e) In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.
- f) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
- g) If Buyer disputes any invoice or portion thereof, it shall notify Seller in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable.

8. WARRANTY; REMEDIES; INDEMNIFICATION

Seller warrants that product(s) or services sold under any invoice (“Product”) will conform to Seller’s then current specifications/certificate of Analysis (COA) and Seller will convey the Product with good title, free from any lawful lien or encumbrance. SELLER MAKES NO OTHER WARRANTY REGARDING QUALITY OR PERFORMANCE OF THE PRODUCT. THERE IS NO IMPLIED WARRANTY THAT THE PRODUCT WILL BE MERCHANTABLE OR FIT FOR BUYER’S PARTICULAR USE OR PURPOSE. Buyer shall confirm the accuracy of all shipments, as to Product identity, quantity and quality upon receipt, and Buyer waives all claims therefore unless made in writing and delivered to Seller within thirty (30) days after receipt of Product. If Buyer fails to timely notify Seller of any Product nonconformity, then Buyer will have unconditionally accepted the Product. In case of the dispute of product or performance quality shall occur, the certified third party shall be employed for retesting and the testing methods should follow testing standards listed on the COA. SELLER’S SOLE LIABILITY AND BUYER’S EXCLUSIVE REMEDY FOR NON-CONFORMING PRODUCTS SHALL BE to replace the nonconforming products or REFUND OF THE PURCHASE PRICE, INCLUDING REASONABLE DIRECT COSTS INCURRED BY BUYER FOR SHIPPING, STORING, HANDLING OR DISPOSING OF NON-CONFORMING PRODUCTS. No claims will be recognized for Product disposed of or returned without Seller’s consent, and no shipping costs will be paid unless previously authorized in writing. IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES. Any action on behalf of Buyer for breach of the Contract must be timely asserted in writing and commenced within 90 days after delivery of the Product or else such claim shall be deemed waived. Redress under the indemnity provisions set forth in this paragraph 8 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

Buyer agrees to defend, indemnify and hold Seller, its affiliates, successors and assigns, officers, directors, shareholders, employees, independent contractors and agents harmless against claims by any third party (including Buyer’s employees and customers) arising out of Buyer’s negligence, misrepresentation, breach of applicable law or rights of any third party, or unloading, handling, storage, transportation, disposal, use or resale of the Product.

9. PRODUCT INFORMATION.

Buyer expressly understands that any technical advice, including but not limited to Seller’s labeling and literature concerning Product including the Safety Data Sheets for the Product, furnished by Seller with

reference to the use of its products is given gratis, and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk. Buyer acknowledges that it has received and is familiar with, and Buyer agrees to forward such information to its employees, independent contractors, agents, customers and others who unload, handle, store, transport, dispose, use or resell the Product for Buyer.

10. BUYER'S USE; STORAGE AND USE. Buyer agrees that Buyer has independently determined the suitability of the Product for Buyer's application or use and assumes all responsibility for the results obtained by use of the Product whether alone or in combination with other Buyer will comply with all laws, rules and regulations pertaining to handling of the Product, and Buyer assumes all risks and liability arising out of Buyer's unloading, handling, storage, transportation, disposal, use and resale of the Product.

11. FORCE MAJEURE. Neither Buyer nor Seller shall be liable for any delay in performance or non-performance for any cause beyond the reasonable control of the party affected, whether or not foreseeable by the party affected, including without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

When in Seller's sole judgment there is a period of short supply of Material for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and equitable with no liability on its part for failure to deliver the quantity of Material or any portion thereof herein specified. Either Seller or Buyer shall be excused from performance of their obligations hereunder when and to the extent that such performance is delayed or prevented by any circumstances reasonably beyond its control or by fire, explosion, any strike or labor dispute, pandemic, or any act or omission of any Governmental authority (including, in Buyer's case, if its need for the Material or Work is reduced or eliminated, and in Seller's case, if there is a shortage of Material or Seller is unable to obtain (on terms and conditions deemed economically and commercially practicable by Seller) any raw material (including energy), equipment or transportation). Additionally, if either party determines that it will incur material economic hardship at any time during the term of the agreement because of a change in circumstances from those which existed at the time the agreement started, including but not limited to cost increases sustained by Seller (for example, costs related to energy and transportation) which Seller cannot

immediately pass through to Buyer, said party incurring economic hardship may terminate the agreement with respect to future purchases if the other party cannot or will not agree to grant relief from such economic hardship within seven (7) days from the date the party to incur such hardship requests relief.

12. EXPORT COMPLIANCE If Buyer exports or re-exports the Product, it is Buyer's responsibility to ensure compliance with all applicable U.S. export laws including, but not limited to, obtaining any required export license or other permission from any U.S. Government agency having export control authority over the Product. Please check the government's guidance before exporting:

<http://www.census.gov/foreign-trade/aes/index.html>, <http://www.bis.doc.gov>, and

<http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>. The seller requests the buyer completes the seller's END-USE FORM for ASSUMPTION OF EXPORT CLEARANCE RESPONSIBILITY(EUD).

13. ANTI-CORRUPTION.

The parties agree that they will conduct themselves in compliance with all applicable anti-corruption laws, including without limitation the Foreign Corrupt Practices Act, in connection with any import, export, use, resale or further distribution of the Product.

14. ASSIGNMENT. Buyer shall not assign its rights or delegate its duties under this agreement, in whole or in part, without prior written consent of Seller. 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 this Contract.

15. ENTIRE AGREEMENT

A final, complete, and exclusive statement of the entire agreement between the parties is contained herein and, in the invoice, and no parole evidence, course of dealing, conduct, performance, or usage of the trade shall be relevant to supplement or explain it.

16. GOVERNING LAW This agreement shall be governed by, interpreted under and construed under the laws of the State of Texas, without regard to the conflict of law provisions and excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods. The parties agree the venue of any dispute shall be the state or federal courts located in Harris County, Texas. If the parties agree on arbitration, such shall be held in Harris County, Texas.

17. WAIVER The waiver of any breach of the terms and conditions of this agreement shall not be deemed to be a waiver of any succeeding breach of any such terms or conditions hereof.

18. SEVERABILITY

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. SURVIVAL

Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: 8, 9, 10, 12, 13, 15, 16, and 22.

20. COMPLETE AGREEMENT

These General Terms and Conditions constitute the entire agreement between Buyer and Seller relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof.

21. LANGUAGE

The parties have expressly requested that this Contract and all related documents be drafted in the English language.

22. CONFIDENTIAL INFORMATION Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, formulas, drawings, pricing, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential information") obtained from the other party in strict confidence subject only to disclosure required by law or legal process. In the event that Seller owns copyrights to patents to, or has filed patent applications on, any technology related to the Equipment, Services or Parts furnished by Seller hereunder, and if Seller makes any improvements on such technology, then such improvements shall not fail within the confidentiality obligations included herein, and Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents. However, nothing hereinabove contained shall deprive the Receiving Party of the right to use or disclose any information: a)

which is, at the time of disclosure, known to the trade or public; or b) which becomes at a later date known to the trade or the public through no fault of the Receiving Party and then only after said later date; or c) which is possessed by the Receiving Party, as evidenced by the Receiving Party's written records, before receipt thereof from the Disclosing Party; or d) which is disclosed to the Receiving Party in good faith by a third party who has an independent right to such information; e) which is developed by the Receiving Party as evidenced by documentation, independently of the Confidential Information, or (f) which is required to be disclosed by the Receiving Party pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the Receiving Party uses its best efforts to provide timely notice to the Disclosing party of such order to permit the Disclosing Party an opportunity to contest such order.