



Terms and Conditions of Sales and Warranty

By ordering and purchasing Products, as defined below, from the Company **Uniqative LLC**, buyers shall be deemed to acknowledge the unconditional, full and entire acceptance of the following Terms and Conditions of Sale and Warranty. The Terms and Conditions shall apply to any purchase of Products made by any natural or legal person under private or public law acting in a professional capacity.

Definitions

- a. Buyer- the entity to which Seller is providing Products under the Contract.
- b. Contract- either the purchase order signed by Buyer and accepted by Seller in writing, or the contract agreement signed by both parties, for the sale of Products, together with these Terms and Conditions of Sale and Warranty.
- c. Contract Price- the agreed price stated in the Contract for the sale of Products, including adjustments (if any) in accordance with the Contract.
- d. Products- the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.
- e. Seller- **Uniqative LLC** 5834 Monroe St., Ste A-18, Sylvania, Ohio 43560 or the entity providing products under the contract.

Terms and Conditions- These “Terms and Conditions of Sales and Warranty”, including any relevant addenda, or Rider, together with any modifications or additional provisions specifically stated in Seller’s final quotation or specifically agreed upon by Seller in writing.

Products

- a. **Product sales literature-** The prices, descriptions and all other information related to the Products stated in the catalogues, prospectuses, and price lists are provided for information purposes only. Seller reserves the right to amend prices at any time, and to alter the design, shape, dimensions or materials of its products from as illustrated and described in sales literature.
- b. **Compliance with laws/ Use of Products-** Products sold by Seller are not intended for use in connection with any other activity than those specified in the Contract and Buyer warrants that it shall not use or permit others to use Products for other purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Buyer disclaims all liability for any damage, injury, expenses, or contamination, and in addition Buyer shall indemnify and hold Seller harmless against all such liability.

Acceptance of these terms- By purchasing Products from Seller, acceptance of the purchase order by the Buyer and/or signing of the Contract shall constitute 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. Unless otherwise specified in the quotation, Seller’s quotation shall expire 30 days from its date.

Intellectual Property rights- At no point in time shall the Intellectual Property Rights on the Products be transferred to the Buyer. The Buyer shall benefit only from a non-exclusive right to use the Products. Buyer warrants there is no trademark, patent or copyright covering a custom order Products, or that Buyer has the right to have such products made, which extends to Seller's manufacture of such products. Buyer agrees to defend and indemnify Seller of any claim or suit alleging infringement of any patent or intellectual property right or related claim based on Buyer's possession, use or resale of custom order Products, and shall pay any judgment resulting from such a suit, as well as pay the cost of Seller's defense and any other costs incurred by Seller. This includes claims arising out of or related to where Buyer incorporates Seller's Products into, or is otherwise used in conjunction with, a Third Party System and the claimed infringement or violation arises as a result of the incorporation of Seller's product into, or the use of Seller's product in conjunction with, the Third Party System. In case of such claim or suit, Seller may at any time elect not to manufacture the subject products, with no liability to Buyer.

Prices, payment, and time limits for payment

- a. **Prices-** Unless Seller otherwise expressly agrees in writing, applicable prices are those specified in Seller's quotation or, if the quotation has expired, those specified in Seller's order confirmation or Seller's current price list. Quoted prices will be honored for a period of thirty (30) days from the date of the written quotation unless otherwise stated. Prices are subject to revision by Seller after the date of quotation, confirmation or acceptance of Buyer's offer to purchase, should Buyer request changes to an order that are accepted by Seller, and in event of a Force Majeure Event. Prices are F.O.B. point of shipment unless otherwise agreed upon and added as a Rider to the Contract. All prices are exclusive of shipping, insurance, taxes, duties, or any similar charges of any kind which are the responsibility of Buyer.
- b. **Changes-** Seller reserves the right to change prices at any time, without notice and without updating published material.
- c. **Currency-** Buyer shall pay Seller for the Products amounts in US Dollars \$.
- d. **Payment Security-** Seller may at its discretion accept Payment Security from Buyer in lieu of prepayment in full. Any agreement for payment security in lieu of prepayment shall be in writing and added as a Rider to the Contract. If payment security is authorized by Seller, Buyer will at Buyer's expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit, bank guarantee, or money held in escrow, all to be held or from a bank located in the United States, allowing for pro-rata payments as Products are shipped, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract. The payment security shall be in a form confirmed and accepted by Seller. Payment shall be released from escrow or similar payment security the same day as Buyer receives shipment. Buyer shall cover the costs of insurance to insure Seller's interest in Products until payment. Title shall not pass to Buyer until release of funds and payment in full. Seller reserves the right to apply an extra charge of fifteen per cent (15%) of the amount of the debts due to make any further shipment conditional upon payment of prior debt. In the case of late or no payment Seller shall, in addition, be automatically entitled to reimbursement of any and all cost incurred or associated with the collection of said debt, and/or repossession of the unpaid Products.
- e. **Collection-** Buyer shall pay all of Seller's costs incurred to collect payment of invoices, including Seller's reasonable attorney's fees.

f. **Seller's Performance-** Seller is not required to commence or continue its performance unless and until any required payment, or accepted payment security is received, operative and in effect and all applicable progress payments have been received. If at any time Seller reasonably determines that Buyer's financial condition, intention, or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of payment security, suspend its performance, or terminate the Contract.

Assignments- Neither party may assign the sales contract of which these Terms and conditions are made part without the written consent of the other party, except that Seller's rights under such contract will automatically be assigned to any successor to Seller by reason of merger, consolidation, or sale of substantially all of its assets.

Taxes, duties, other costs associated with country of origin- Prices do not include sales or excise tax, value added tax, duties, or other governmental charges resulting from this transaction or the manufacture, sale, ownership, possession, or use of the Products, all of which must be paid by Buyer. Seller may invoice Buyer separately any such charges as may be imposed at a later time. If applicable Buyer shall provide Seller a tax exemption certificate acceptable to the taxing authorities.

Delivery & shipment

a. **Times and delay-** Delivery times quoted are estimates only. Seller shall not be liable for delay in delivery or for failure to manufacture, due to causes beyond its reasonable control, including but not limited to acts of God, acts of any Government, acts of civil or military authority, acts of Buyer, application of US Government priorities, Government delays in granting Export Licenses, fires, strikes, floods, war, terrorism, riot or civil commotion, delays in transportation, difficulty in obtaining necessary labor or materials. In the event of any such delay, date of delivery shall be extended for a period of time equal to that lost by reason of the delay.

b. **Export License-** Buyer will comply with all applicable export and import control laws and regulations in its use of the Products and Buyer will not export or re-export the Products or any confidential or intellectual property derived from or pertaining to the Products without all required United States and foreign government licenses.

c. **Shipment, title, risk of loss, and insurable interest-**

i. **Prepay-** In the event of Buyer prepaying in full for Products, the sale is F.O.B. point of shipment. Title to all paid for Products and risk of loss/ insurable interest therefore is passed from Seller to Buyer at the time of shipment from Seller's facility. Buyer is responsible for all cost of shipment charges, taxes, duties, or any similar charges of any kind. Buyer may request certain carrier in event of prepay, but ultimate Seller shall have full discretion to choose the carrier for shipment. Buyer is responsible for obtaining its own insurance and/or filing any claims with carrier if Products are damaged or lost in transit.

ii. **Payment security-** in the event of Buyer using Payment Security to purchase Products, Seller shall retain the title to all sold and/or delivered Products until receiving actual payment of their full price including the principal amount and all incidentals. Seller shall have full discretion to choose the carrier for shipment. Failure to make any payments that are due may lead to the Products being reclaimed. In the case of late or no payment Seller shall, in addition, be automatically entitled to reimbursement of any and all cost incurred or associated with the collection of said debt, and/or

repossession of the unpaid Products. Seller shall have the right, in addition to all other rights it may possess under applicable law, at any time, for credit reason or because of Buyer's default or defaults, or anticipatory repudiation of any obligation of Buyer under any Contract, to withhold shipments, in whole or in part, and to recall Products in transit, retake same, and repossess all Products, without the necessity of taking any other actions, and Buyer consents that all products so recalled, retaken, or repossessed shall become Seller's absolute property. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller under any Contract or at law.

Complete agreement/ special agreements – The sales agreement and all attachments including these Terms and Conditions and Warranty including any Addendums or Riders, shall constitute the entire agreement between Seller and Buyer with regard to the purchase of Products, and supersedes all prior agreements, representations, and or communications, either oral or written, between Buyer and Seller or any representative of such parties, with respect to the subject matter thereof.

Cancellations / suspensions/ change to orders/ no cancellations & no changes- Seller reserves the right to change or cancel any order whenever circumstances require, Buyer indicates their inability or anticipated refusal to pay, receive products, or preemptive refusal of acceptance, or Seller deems change or cancellation to be necessary to comply with applicable laws, ordinances, regulations, directives or administrative actions. Seller reserves the right to make changes in materials or design that it determines appropriate for the goods. Buyer shall not change or cancel any order without Seller's prior written approval. Any cancellations by Buyer approved by Seller shall be subject to Seller's return and order cancellation policies in effect at such time, including applicable restocking and handling charges and other conditions of return.

Warranty- Seller warrants that the Products purchased hereunder by Buyer will be free from defects in material and workmanship and conform in all material respects to their applicable specifications for a period of one (1) year from the date of delivery ("Warranty Period"), when operated under normal conditions and in accordance with their applicable specifications. For any breach of this warranty, Buyer must inform Seller without delay and in writing of the defects that it ascribes to the Product and provide any documents that prove the reality thereof. For any breach of this warranty, Seller will, at its option and expense and as its sole obligation, and as Buyer's exclusive remedy, repair or replace any defective Product returned to Seller during the Warranty Period, provided that an examination by Seller discloses to Seller's reasonable satisfaction that a defect is covered by this warranty. This warranty does not apply to any Products that have been (i) subject to misuse, operation different from those recommended by Seller, neglect, abuse, normal wear and tear of Products, or Force Majeure, (ii) improperly installed or maintained, or (iii) repaired or altered by anyone other than Seller. The warranty period for Products repaired or replaced under this warranty shall be limited to the components repaired or replaced and shall run for a period of one hundred and eighty (180) days from the date of delivery or the balance of the original one (1) year Warranty Period (excluding the time the Products were out of service and in Seller's plant), whichever is longer.

After the expiration of the one (1) year Warranty period, Seller shall no longer accept warranty claims and all obligations for warranty shall terminate. In the event that Buyer modifies the goods purchased hereunder without express written consent of Seller, Buyer agrees to indemnify and hold Seller

harmless from any and all claims, demands, actions or causes of action or costs or expenses incurred thereby.

This Warranty will only cover Products, materials and components which have been manufactured by Seller. Seller does not warrant products or accessories manufactured by third parties (and Seller hereby disclaims any and all representations and warranties, express or implied, applicable to such products or accessories); such products and accessories are subject to the product warranty, if any, provided by the third party manufacturer.

EXCEPT AS STATED IN THIS SECTION, SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS STATED IN THIS SECTION, THE BUYER SHALL HAVE NO OTHER CLAIMS TOWARD SELLER CONCERNING A PRODUCT THAT IS DEFECTIVE.

Limitation of liabilities- In no event shall Seller be liable to Buyer or any third party for consequential, indirect, punitive, special, or incidental damages (including but not limited to loss of profits) arising from or relating to the sale, delivery or use of the Products. Seller's total cumulative liability under this Agreement to Buyer or any third party (including indemnity obligations), whether in contract or tort or otherwise, will not exceed the amount paid by Buyer to Seller for the Products sold hereunder giving rise to such liability.

Buyer's duty to inspect- Buyer must promptly inspect all products for shortages, conformity with order specifications, and defects. If products appear not to conform to the sales contract specifications between Buyer and Seller, Buyer shall discontinue their use and immediately notify Seller of such condition and afford Seller a reasonable opportunity to inspect the same. Failure to notify Seller of an alleged product non-conformity in writing with ten (10) days of receipt shall constitute a waiver of any discoverable defect in products and an unqualified acceptance of the Products. Claims for shortages or deductions for erroneous charges must also be presented within ten (10) days after receipt of the products or such claims will not be allowed.

Returns- All products require a Return Material Authorization number authorized by seller prior to return shipment. Any request for return must be made within ten (10) days from receipt of the goods by the buyer, and the products returned to Seller within thirty (30) days from receipt of the goods by the buyer. Returned goods must be in first class saleable condition, in their original container and packaging, with the shipment prepaid. Subject to the limitations of Seller's Warranty, if goods are returned because of an error acknowledged by Seller, Seller will remedy any such error without expense to the Buyer. Except pursuant to warranty claims, custom, customized, non-standard, or unique orders are not returnable. Except pursuant to warranty claims, used or modified items are not returnable. Unless expressly agreed, an order for equivalent value must accompany returned merchandise and all such merchandise is accepted for credit only after inspection and acceptance by Seller. Buyer returning merchandise other than under warranty, must pay transportation charges and bear risks of loss or damage to goods while in transit.

Indemnification- Buyer agrees to defend, indemnify and hold harmless the Seller, its parent and affiliates, and their officers, agents, and employees, against all claims, losses, expenses and causes of action of every kind, made or asserted by any third party arising out of, or in connection with the

Contract or the Products sold. Buyer agrees to indemnify Seller for all costs incurred by Seller, including legal fees and court costs, as a result of any claim brought against Seller arising from Buyer's conduct, including, but not limited to, Buyer's misuse of the Product or, for any custom-designed product, design decisions or Product choices made by Buyer. Buyer hereby waives, for itself and for any and all persons who may assert a claim or lien in Buyer's place or stead, whether by subrogation or otherwise, any and all liens or claims or lien against the Seller for payments made by Buyer's Workman's Compensation insurance carrier to Buyer's employees for injuries alleged to have been caused by any Product sold hereunder. Buyer hereby waives, for itself and for any and all persons who may assert a claim or lien in buyer's place or stead, whether by subrogation or otherwise, any and all claims against Seller for contribution of for indemnity, whether such claims arise under contract, statute, common law or otherwise.

Force majeure- Seller shall not be liable for any delay or failure to perform its obligations under any order or sales contract arising out of causes beyond its reasonable control (a "Force Majeure Event"), including but not limited to acts of God or public enemy, acts of other parties, acts of civil and military authority, war, civil unrest, epidemics, severe weather, shortage of power or fuel, strikes, lockouts, boycotts, or other labor troubles, government regulations, or delays of Seller's subcontractors or suppliers in furnishing materials, components, tools, or supplies due to any one of more other foregoing causes. In no event shall Seller be liable for any damages to Buyer caused thereby whether direct, indirect, special, incidental or consequential.

Applicable governing law/ jurisdiction & venue / dispute resolution- The Contract shall be governed by and construed in accordance with the laws of the State of Ohio, United States, exclusive of its conflicts of laws principal, excluding the Uniform Commercial Code, and the United Nations Convention on Contracts for the International Sale of Goods. Any Proceeding brought to enforce the Contract or these Terms and Conditions or any proceeding arising from the purchase of Products from Seller shall be brought in the proper Court located in Lucas County, Ohio, United States. Buyer irrevocably and unconditionally waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to any sales contract or order which the Contract are made a part, and/or the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Court.

Severability- The invalidity, in whole or in part, of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision herein.

Headings- The headings in this Terms and Conditions are included for convenience only and shall neither affect the construction or interpretation of any provision in these General Terms nor affect any of the rights or obligations of the parties to any sales contract of which these General Terms are made a part.

Ambiguities- Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting these Terms and Conditions and any sales/purchase agreement or the Contract.

Modifications not waiver- No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of such contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not

similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. No field representative, sales person, or anyone other than an authorized officer of Seller has authority to sign such a writing.

Prevalence over Buyer's conditions and terms- The Contract, including any Riders and/or these terms and conditions shall prevail over conditions and/or terms the Buyer may present or claim.

Addendums or Riders to general terms- These General Terms and Conditions are subject to additional terms and conditions contained in supplemental Addendums or Riders (individually, a "Rider") applicable to products sold by Seller, which Addendums or Riders are attached to the Contract and incorporated herein. Any terms and conditions contained in an applicable Addendum or Rider, which are contrary to or different from these General Terms, shall govern.

The signature below represents acceptance of these terms for all sales of product from this date forward.

Date

Date

Buyer's Company Name

Uniqative LLC

Authorized Buyer's Representative's signature

David Kruger, Managing Member, Uniqative LLC

Authorized Buyer's Representative's printed name