EOS OF NORTH AMERICA, INC.
TERMS AND CONDITIONS OF SALE
(Revised April 8, 2025)

1. Sale of Products.

(a) All shipments, services, sales and quotations between EOS of North America, Inc. ("Seller" or "EOS") and the purchaser ("Purchaser") of EOS's products, and any related services set forth herein ("Products") shall be subject to these Terms and Conditions of Sale (the "Terms"). Unless expressly rejected or otherwise modified in an agreed writing between the parties, these Terms shall be deemed incorporated into each agreement ("Contract") between EOS and Purchaser. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY RESPONSE HERETO BY PURCHASER OR IN PURCHASER'S INITIAL ORDER ARE HEREBY REJECTED BY EOS WITHOUT NEED OF FURTHER NOTICE OF REJECTION AND SHALL BE OF NO EFFECT NOR IN ANY CIRCUMSTANCES BINDING ON EOS. If EOS does accept terms or conditions that differ from these Terms, such other terms and conditions shall apply only to the transaction at issue unless otherwise set forth by the parties.

(b) Each order of Products shall be in writing and no order of Purchaser shall be binding on EOS until the earlier of (i) shipment to Purchaser of Products or (ii) transmittal of a written acceptance by EOS. EOS's failure to respond to Purchaser's order within four (4) weeks after receipt of the order shall be a rejection of the order.

(c) EOS may cancel all accepted orders and deliveries of Products if Purchaser (i) makes an assignment for the benefit of creditors; (ii) becomes party to a voluntary or involuntary proceeding of insolvency, bankruptcy or reorganization; (iii) generally becomes unable to pay its debts as they become due; (iv) fails to remit payment to EOS in accordance with the terms hereof or under any other agreement between EOS and Purchaser; or (v) breaches any other material term, provision, or condition contained in these Terms.

(d) All references in sales brochures, technical data sheets, and offers as to specifications, price and other details of the Products are approximate and shall not be binding on EOS unless expressly agreed to in writing. EOS may, from time to time, update and replace Products in its line. EOS reserves the right to substitute updated Products, provided that such updated Products meet the specifications of the Products ordered by Purchaser in all material respects and are sold at the same price or less as the ordered Products.

2. Delivery, Inspection and Title.

(a) All prices quoted by EOS shall be deemed to be agreed upon for shipments to be delivered CIP (carriage & insurance paid to) "named place of destination" to Purchaser's premises by EOS in accordance with "Incoterms 2020." In the event Products are shipped from the United States into Canada or Mexico, Purchaser shall be the importer of record.

(b) Assembly, installation, shipping, packing, export clearance (to the extent applicable), and insurance will ordinarily be included on the invoice as separate line items relating to each Product.

(c) Purchaser shall preliminarily inspect the Products upon arrival at the destination and within five (5) days provide EOS written notice of any non-conformities to the order or damage, provided that a reasonable inspection should have revealed such non-conformity or defect. If no such notice is received, Purchaser will be deemed to have accepted the Products for the purposes of delivery of conforming and undamaged Products.

(d) Purchaser shall reimburse EOS for the cost of recovery and recycling of packaging of Products that Purchaser does not choose to dispose of itself.

(e) All dates of delivery set forth in an accepted order are approximate and non-binding on EOS, unless the date has been expressly confirmed as "binding" by EOS and all prerequisites for delivery that are Purchaser's responsibility in accordance with the Terms are met and confirmed by Purchaser, upon request.

(f) If Purchaser requests any modification of the order after EOS's acceptance, EOS shall have the right to extend the delivery date as reasonably needed to complete Purchaser's changed order and to adjust the terms of sale and purchase price in EOS's sole discretion.

(g) EOS reserves the right to make partial shipments. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept the remaining delivery.

(h) Notwithstanding the "CIP" Incoterm, title for Products shall pass from EOS to Purchaser upon payment of the invoice price for the covered products. Purchaser shall advise EOS without delay of any liens that may attach to the Products as well as any damage suffered by the Products.

(i) EOS shall not be liable to Purchaser for failure to deliver to Purchaser any or all of the Products if such failure to deliver is caused by the incorrect and/or unforeseen delayed supply to EOS of such Products (or any components thereof) by its suppliers.

(j) If delivery is delayed due in whole or in part to the actions of Purchaser's request, and the Products are not delivered within sixty (60) days from the first date they are ready to be delivered: (i) risk of loss to the Products shall automatically pass to Purchaser on the date such Products would have been delivered as contained in EOS' order confirmation; (ii) the Products shall be deemed to have been delivered; and (iii) EOS, at its option, may store the Products until Purchaser directs EOS to ship them, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance). In addition, Purchaser shall make any payments owed to EOS under the Agreement at such times that they would have become due had Purchaser not caused the delay in delivery.

3. Installation and Acceptance.

(a) After delivery of the Products, the parties shall arrange for the timely installation and calibration of the Products (collectively, "Installation"). Purchaser shall accept Installation by signing an Installation Acceptance form or, absent EOS receiving written notice otherwise, upon the expiration of the ten (10) days following Installation, whichever occurs first.

(b) If Purchaser rejects the Products outside of the notice periods described in subsections 2(c) or 3(a), EOS shall have the right to de-install, ship and store the Products at Purchaser's cost and expense until such time as EOS can sell the Products to a third party for a reasonable price.

4. Terms of Payment & Prices.

(a) Unless otherwise agreed to in writing, all prices quoted by EOS are in U.S. Dollars and are inclusive of packing, handling, freight, and insurance. All prices quoted by EOS are exclusive of excise taxes, customs duties, and VAT, and, notwithstanding the applicable Incoterm, Customer is responsible for all import duties, taxes, tariffs, customs charges, or similar charges arising from or related to the purchase of the Products, holding EOS harmless therefrom. Payment terms for complete-system sales shall be as follows: (i) thirty (30) percent of the total purchase price shall be payable immediately upon Purchaser's receipt of invoice, with EOS's order acknowledgement; (ii) sixty (60) percent of the total purchase price shall be payable by Purchaser, fourteen (14) days prior to system shipment; and (iii) the balance of the total purchase price shall be due net thirty (30) days after EOS's delivery of the system at Purchaser's facility. Payment terms for all

other purchases shall be thirty (30) days net unless otherwise specified in an applicable invoice. All invoices shall be paid by Purchaser upon receipt without any deduction.

(b) If an invoice is not paid in full within thirty (30) days following the date of invoice, the invoice shall be deemed to be in default whether or not EOS has reminded the Purchaser of its payment obligation. EOS shall be entitled to charge interest on the delinquent invoice in the amount of (i) 18% per annum or (ii) the highest rate permitted by applicable law. The foregoing shall be in addition to and not in lieu of any other remedies EOS may have at law or in equity for such delinquency.

(c) In the event Purchaser desires to cancel any order of Products, Purchaser shall provide immediate written notice to EOS (a "Cancellation Notice") and will pay EOS a restocking fee equal to 20% of the total price provided in EOS' order acknowledgement, due within five (5) days of EOS' receipt of such Cancellation Notice. In the event any payment provided for herein is not timely paid, Purchaser shall be charged interest on the delinquent amount as described in Section 4(b). In addition to any other rights and remedies EOS may have hereunder or provided by law, EOS may, to the fullest extent permitted by law, set off and apply any and all funds received from Purchaser against any and all obligations or monies owed to EOS, including without limitation the fees and charges described herein and Section 4(b).

5. Responsibilities of Purchaser.

(a) It shall be Purchaser's responsibility to comply with any technical guidelines, such as assembly and/or installation requirements, which EOS may issue from time to time, and to provide EOS with all information and assistance which EOS may reasonably require from Purchaser for installation.

(b) Any specified training that may be included with the purchase of the Products must be initiated by the Customer for completion within one (1) year from acceptance of the Products. EOS shall not be obligated to provide any such training thereafter, nor liable for any pro rata refund or other compensation.

6. Limited Warranties.

(a) EOS warrants only that for a period of twelve (12) months after the date of delivery (the "Warranty Period") it will address any claims regarding material defects in the Products rendering Products non-conforming, provided that Purchaser: (i) discovers any such defects within the Warranty Period; (ii) notifies EOS of such defects in writing within fourteen (14) days of such discovery; and (iii) returns or makes the defective Product available to EOS. If such conditions are met, EOS shall, at its sole option, repair or replace the defective Product or issue a refund for the purchase price thereof.

(b) EOS further represents and warrants that, at the time of the Contract, it is not aware that the sale or use of the Products will infringe any United States intellectual property rights of a third party, except that this representation and warranty shall not extend to any: (i) use inconsistent with EOS's manuals and technical guidelines; (ii) any specific Product parameter settings of Purchaser; (iii) use of the Products in combination with non-EOS designs, processes, features, or adaptions; or (iv) situations where the alleged infringement results from work product (e.g., items or objects) made using the Products. Purchaser must give EOS prompt notice of any alleged infringement.

(c) EOS may elect (in its sole discretion) as to non-conforming Products, or allegedly infringing Products, to substitute comparable non-infringing or conforming Products, modify the Products to make them conforming or non-infringing, or obtain for Purchaser, at EOS's expense, a license to continue using the Products, or accept return and reimbursement.

(d) The limited warranties provided by these Terms shall not apply to, and EOS shall have no obligations with respect to: (i) Products that have been altered or repaired by anyone other than EOS's approved personnel; (ii) Products that have been damaged by circumstances beyond the reasonable control of EOS; (iii) Products that Purchaser has incorrectly installed or improperly used or maintained; (iv) Products that have been subjected to conditions of use and or maintenance not in conformity with EOS's instructions regarding the Products; or (v) Products used in connection with any hardware, software or consumables not approved by EOS for such purpose.

(e) **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

7. Indemnification.

Purchaser shall defend, hold harmless, and indemnify EOS, and its parents, subsidiaries, and affiliates, and the directors, members, officers, managers, attorneys, employees, and agents of each from and against all claims asserted by third parties, including governments, for damages or other relief arising out of these Terms or an underlying transaction relating to, or alleging: (i) the breach of any obligation for which Purchaser is responsible; (ii) any negligence, gross negligence, or willful misconduct of Purchaser or its personnel; (iii) any act or omission by Purchaser that results in personal injury, death, or damage to property; or (iv) infringement of intellectual property rights of third parties caused by Purchaser (but exclusive of EOS's limited intellectual property warranty), including, without limitation, infringement arising from Purchaser's making certain work product using the Products.

8. Limitation of Liability.

(a) **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN ALL EVENTS, THE LIABILITY OF EOS HEREUNDER, WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT IN QUESTION.**

(b) **EOS SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF ANY CONTRACT OR OF THIS CONTRACT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR INTERRUPTION OF USE, FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OR COST OF PROCUREMENT BY CUSTOMER OF SUBSTITUTE PRODUCTS, SERVICES, OR TECHNOLOGY; (B) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOST CONTRACTS OR BUSINESS; OR (C) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.**

(c) Purchaser acknowledges and agrees that EOS has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and limitations of liability set forth in these Terms, and that the same reflect an allocation of risk between the parties.

9. Security Interest.

Purchaser hereby grants EOS a security interest in the Products and all proceeds thereof to secure Purchaser's obligations to EOS. EOS shall be entitled to exercise all rights and remedies available to a secured creditor under applicable law. At EOS's request, Purchaser agrees to execute and deliver to EOS any and all documents necessary to perfect EOS's security interest, including all UCC financing statements. Purchaser further appoints EOS as Purchaser's attorney in fact for the purpose of executing all

documents on Purchaser's behalf, which are necessary to perfect and maintain EOS's security interest in the Products.

10. Protection of Trade Secrets and Confidential Information.

(a) EOS reserves all proprietary rights to specifications, drawings, models, samples, designs, technical information or data, written, oral or otherwise, furnished by or on behalf of EOS which are not subject to transfer with Products. Designated confidential information shall be treated as confidential, and shall not be used, disclosed or reproduced by Purchaser, except as required in the course of performance hereunder. In the absence of a specific written non-disclosure agreement already existing between the parties, Purchaser's obligations of confidentiality hereunder with respect to each item of confidential information shall extend for a period of three (3) years from the date of EOS's acceptance of the last order to which the items of confidential information in question pertain; provided, however, that Purchaser's obligations of confidentiality hereunder with respect to any such items of information which rise to the level of a trade secret (as defined under applicable law) shall remain in full force and effect for so long as such information remains a trade secret under applicable law. For purposes hereof, the confidentiality obligations embodied herein do not extend to any information, which, at the time of disclosure, was (i) already known or independently developed by Purchaser; (ii) in the public domain through no wrongful act of Purchaser; or (iii) received by Purchaser from a third party who was free to disclose such information.

(b) The parties acknowledge that the rights of EOS hereunder are in addition to those rights EOS may have under common law or applicable statutes for the protection of trade secrets. Upon demand by EOS, Purchaser shall immediately return to EOS or destroy all confidential information subject to this Section and shall certify to EOS compliance with this Section.

11. Intellectual Property Rights & Software License.

(a) No rights under any of EOS's intellectual property rights, including, but not limited to patents, copyrights, trademarks, and service marks, are extended to Purchaser unless specifically set forth in writing by EOS, provided, however that EOS grants Purchaser a limited, fully paid up, non-exclusive, inalienable and non-transferable license to use EOS's intellectual property only to the extent necessary to operate the Products.

(b) EOS further grants to Purchaser a non-exclusive, limited license to use, in object code form, the software embedded into the Products (the "Software"). The source code of the Software will not be provided to Purchaser.

(c) Purchaser shall not use, copy, modify, adapt, translate, or create derivative works based upon the Software, nor disassemble, decompile, decrypt, reverse engineer the Software or in any way attempt to discover or reproduce source code for the Software, nor sell or transfer the Software or make it available to any third party, except in association with the sale or transfer of Products fully paid for by Purchaser that include the Software, but not separate from any Products. For the avoidance of doubt, any transfer of Software to a third party must be with EOS' consent and will be subject to additional costs by third party.

12. Arbitration.

Any controversy or claim arising out of or relating to these Terms or the breach hereof, shall be submitted to and be finally resolved by binding arbitration, pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to be conducted in English by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), with such arbitration to be held in Dallas, Texas, in accordance with JAMS's Comprehensive Arbitration Rules and Procedures then in effect. The arbitration shall be conducted by one arbitrator, as selected by the procedure established by JAMS rules. Any award or decision rendered in such arbitration shall be final and binding on both parties, and judgment may be entered thereon in any court of competent jurisdiction if necessary. Except as may be

provided to the contrary herein, each party shall pay its own expenses incurred in connection with such arbitration proceeding, unless the arbitrator finds that a party engaged in bad faith or fraud, in which case the arbitrator may award attorney's fees and costs to the other party. Notwithstanding the foregoing, either party may seek injunctive relief against the other party from any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this purchase order/contract or the breach thereof.

13. Export Compliance.

Should Purchaser re-sell any Product or replacement part or upgrade for any Product (including related technical information) to any customer located outside of the U.S., Purchaser is responsible for obtaining any needed export license and for otherwise complying with any applicable U.S. or other law and regulation.

14. Support or Service Contracts.

Support or service contracts between the Purchaser of the Product and EOS shall be subject to a separate Service Agreement as may be entered into between the parties.

15. Limitation Period.

Any warranty claims and claims for damages based on actual or alleged defects of the Products shall be subject to the applicable statutory limitation period or to a limitation period of one year after the cause of action accrued, whichever is shorter.

16. Subcontractors.

EOS may make use of subcontractors to perform any of its obligations under the Contract, provided that the use of any such subcontractors shall not limit or restrict EOS's obligations to Purchaser.

17. Miscellaneous.

(a) Notwithstanding anything to the contrary, EOS shall not be liable for any delay or failure to perform hereunder when such failure or delay is, directly or indirectly, caused by, or in any manner arises from fire, floods, accidents, civil unrest, "acts of God," war, terrorism, governmental interference, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, breakage of machinery or apparatus, transportation delays, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond EOS's control.

(b) Purchaser shall not assign this contract except to a party who agrees in writing to accept all of these Terms and Conditions as well as any other obligations associated with the underlying transaction, and EOS consents to the assignment in its sole discretion, but which consent will not be unreasonably withheld.

(c) No modification, limitation, waiver or discharge of these Terms shall bind EOS unless in writing and signed by a duly authorized employee of EOS.

(d) The failure of EOS to insist, in one or more instances, on performance by Purchaser in strict compliance with the terms and conditions hereof shall not be deemed a waiver or relinquishment of any right granted hereunder with respect to any succeeding breach of the same or other provision hereof. Each Party shall deliver all notices required hereunder by personal delivery, nationally recognized overnight courier (with all fees prepaid), e-mail or certified or registered mail, all of which shall be effective upon receipt.

(e) Except as otherwise stated in Section 12 (Arbitration), any and all disputes based upon or arising from these Terms shall be governed by, and construed, interpreted and enforced under the laws of the State of Texas without giving effect to conflict of laws principles, provided, however, that all aspects relating to arbitration hereunder shall be governed by the federal laws of the United States of America. **The United Nations**

Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Each of the parties irrevocably consent to the exclusive jurisdiction and venue of any federal court located in the Texas Northern District Court or state courts in Dallas County, Texas, having jurisdiction, in connection with any matter based upon or arising from these Terms or the matter contemplated herein. The parties agree not to bring any proceedings related to arising from these Terms except in such aforementioned venues.

(f) In case any condition, obligation, covenant or other aspect of these Terms should be or become unenforceable under applicable law, the remaining aspects shall not be affected thereby.

(g) In the event EOS is required to enforce these Terms or the related Contract in relation to any threatened, actual, or continued dispute, breach, default, or misrepresentation in connection therewith and EOS is the prevailing party, then EOS will be entitled to recover from Purchaser EOS' reasonable attorney fees, court costs, and all related expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which EOS may be entitled. This Section will survive any termination or expiration of this Agreement.

18. Execution in Counterparts.

When referenced as an attachment to or as incorporated in a binding order or other contract, these Terms need not be separately executed to become binding. In the event of any agreed upon modification, however, these Terms may be acknowledged and executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement.

SELLER:	**PURCHASER:**
EOS OF NORTH AMERICA, INC.	_____
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____
Address: _____	**Address:** _____