



PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("Terms") shall apply to the purchase order ("PO") to which these Terms are attached, and shall be between Systems Engineering and Sales Co, LLC, a Delaware limited liability company ("Seller") and the customer or purchaser identified in the PO ("Buyer") (each, a "Party" and, collectively, the "Parties"). The Parties agree to the following terms and conditions as an express condition of Buyer's receipt of the products ("Products") and/or services listed in the purchase order provided by Seller pursuant to these Terms. These Terms become a binding contract upon the earlier of: (i) Buyer's written acceptance of the PO to which these Terms are attached; (ii) commencement of performance of any services by Seller ("Services"); or (iii) shipment of any Products to Buyer, in each case within the time frame(s) set forth in the applicable PO. No waiver of a term or condition or modification of these Terms shall be binding on either Party unless in writing and signed by an authorized representative of each Party.

1. Scope of Sale. To the extent Seller agrees to provide any Products to Buyer, Buyer shall purchase such Products pursuant to these Terms. The Products purchased by Buyer hereunder shall not be dispensed, resold, diverted, or otherwise distributed without the prior written consent of Seller. Buyer warrants and represents that it possesses required licenses, permits, and approvals necessary to purchase, receive, and use the Products.

2. Shipment. Except as otherwise set forth in the PO: (i) all shipments shall be made F.O.B. Shipping Point for deliveries; (ii) title to Products passes to Buyer upon delivery and payment in full; and (iii) Buyer shall be responsible for all freight and related charges and is responsible for filing loss and damage claims prior to acceptance of delivery at destination. In the event transportation is performed by a carrier retained by or for Seller, Buyer will provide the carrier with all necessary handling and other information in accordance with and/or necessary for compliance with applicable laws, rules, and regulations. Buyer shall notify Seller, immediately and in writing, of any actual or potential delay in delivery or shipment.

3. Payment; Taxes and Customs. Except as otherwise set forth in a PO, all amounts are payable upon execution of the PO. Unless otherwise specified in a PO, all amounts shall be invoiced and paid in U.S. Dollars. Buyer shall be responsible for payment of any and all tax, duty, custom, or any other fees imposed by any international, federal, state, or local governmental authority.

4. Warranty. Reference is made to the warranty policy attached hereto as Exhibit A, the terms of which are incorporated herein by reference (the "Warranty Policy"). The Warranty Policy is in lieu of all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

5. Cancellation. In the event of cancellation by Buyer, Buyer shall provide written notice to Seller. Seller will invoice Buyer for all costs incurred to date, including but not limited to materials, labor, and supplier commitments, plus a cancellation fee of 25% of the remaining contract value. All outstanding amounts are payable within 30 days of invoice. Upon cancellation, Seller will cease work and provide a summary of completed work and incurred costs. Buyer may request delivery of any partially completed equipment upon payment of all amounts due.

6. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE UNDER THESE TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXPECTATION, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BUYER ACKNOWLEDGES AND AGREES TO THE ABOVE LIMITATIONS OF LIABILITY ON BEHALF OF ITSELF, ITS AFFILIATES, AND ITS PERSONNEL. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF, BASED UPON OR RELATING TO THESE TERMS, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNTS

PAID UNDER THE PO TO WHICH THESE TERMS ARE ATTACHED.

7. Indemnification. Buyer will defend, indemnify, and hold harmless Seller and its members, shareholders, directors, officers, managers, employees, representatives, agents, successors, and assigns (collectively, "Indemnitees") from and against all claims brought by third parties against Seller or its Indemnitees arising from or related to: (i) Buyer's use of the Products; (ii) any act or omission of Buyer or Buyer's personnel; or (iii) failure of Buyer to comply with these Terms or any applicable law, rule, or regulation.

8. Choice of Law; Venue. The validity, interpretation, and performance of these Terms will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any controversy, claim, or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterward, between the parties hereto and their assignees, affiliates, attorneys, or agents, shall be litigated solely in state or federal court having jurisdiction over Allen County, Indiana, and each party hereby submits to the jurisdiction of such courts. EACH PARTY HEREBY WAIVES THE DEFENSE OF AN INCONVENIENT FORUM. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

9. Import and Export; Anti-Corruption; Statements to Governments. Buyer shall comply with all U.S. export and import laws, including the Export Administration Regulations, laws administered by the U.S. Customs and Border Protection, and U.S. economic sanctions administered by the Department of Treasury. Buyer shall not make any false or fraudulent statements to any department or agency of the U.S. or any other government in performing its duties under these Terms.

10. Force Majeure. Seller will not be liable for any delay or failure to perform as required by these Terms to the extent that such delay or failure to perform is caused by circumstances reasonably beyond Seller's control, including without limitation labor disputes, accidents, any law, order, or requirement of any governmental agency or authority, civil disorders or commotions, acts of terror, fire, or other casualty, strikes, acts of God, explosions, or material shortages.

11. Third Party Rights. Nothing in these Terms will confer any benefits or rights on any person or entity other than the Parties.

12. Entire Agreement. These Terms sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof. No other documents, including Seller's proposals, invoices, quotations, or acknowledgements, become part of these Terms unless approved in writing by authorized representatives of both Parties. The provisions of these Terms will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions.



EXHIBIT A

WARRANTY POLICY

This warranty applies to all equipment sold by Systems Engineering and Sales Co, LLC, a Delaware limited liability company d/b/a SESCO ("Seller") to the the customer or purchaser ("Buyer") and is subject to the following terms and conditions:

1. Warranty Period. Seller warrants that the equipment will be free from defects in material and workmanship for a period of 18 months from the date of shipment from the factory or 12 months from the date of initial startup, whichever occurs first, unless otherwise specified in writing.

2. Customer Responsibilities.

- a. **Transportation of Equipment.** Buyer is responsible for all costs and risks associated with the transportation of the equipment to and from Seller's designated service facility or authorized repair center for any warranty service or repair.
- b. **Expedited Replacement of Defective Parts.** In the event of a defective part, Buyer is responsible for any additional costs associated with expedited shipping or handling for replacement parts. Standard shipping and handling costs, if any, will be covered by Seller up to the limits specified in the warranty.
- c. **Proper Use and Maintenance.** Buyer must operate and maintain the equipment in accordance with Seller's instructions and recommendations. Failure to do so may void the warranty.

3. Vacuum Pump and Generator Warranty Coverage & Manufacturer's Warranty Terms and Evaluation. Warranty coverage for vacuum pumps and generators is subject to the manufacturer's warranty terms, evaluation, and determination of defect. Seller will facilitate warranty claims in accordance with the manufacturer's policy, but the final decision regarding warranty coverage and repair will be made by the manufacturer.

4. Defective Parts Replacement Replacement Process. Defective parts will be replaced at the Seller's discretion, either by repair or replacement, during normal business hours at the Seller's designated facility. Return of Defective Parts: All parts replaced under warranty remain the property of the Seller and must be returned upon request.

5. Limitations and Exclusions.

- a. **Consumables.** Consumable parts are not covered by this warranty.
- b. **Abuse, Misuse, or Neglect.** The warranty does not cover defects caused by abuse, misuse, neglect, unauthorized modification, or failure to follow maintenance procedures.
- c. **Force Majeure.** The warranty does not cover damage resulting from fire, natural disasters, or other events beyond the Seller's control.

6. Extended Warranty Period. Extended warranties may be available at the seller's discretion for an additional fee. Details and pricing for extended warranty options will be provided upon request.

7. General Provisions.

- a. **No Other Warranties.** This warranty is in lieu of all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
- b. **Limitation of Liability.** Seller's liability is limited to the repair or replacement of defective parts and does not extend to any incidental or consequential damages. This warranty policy is subject to change at Seller's discretion and may be updated from time to time. For the most current version, please refer to Seller's official documentation.
