

STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS

1. ACCEPTANCE OF ORDERS

These Standard Terms and Conditions of Sale for Products ("Agreement") governs the sale of equipment, components, parts, materials and ancillary services ("Products") provided by Control Solutions, LLC. ("Seller") to buyer ("Buyer"). Seller and Buyer may be individually referred to as a ("Party") and collectively the ("Parties"). Seller's proposal, offer or acceptance is expressly conditioned on Buyer's acceptance of this Agreement. This Agreement can only be changed by mutual written agreement of the Parties. Any additional or conflicting terms in Buyer's request for proposal, requirements, specifications, purchase order or any other written or oral communication shall not be binding on Seller unless separately signed by an authorized representative of Seller. Seller's failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. ADDITIONAL TERMS

If required by law, the Federal Acquisition Regulation ("FAR") clause 52.244-6 (Subcontracts for Commercial Items) and Defense Federal Acquisition Regulation Supplement ("DFARS") clause 252.244-7000 (Subcontracts for Commercial Items and Commercial Components (DoD Contracts)) are incorporated into this Agreement by reference.

3. CHANGES

Buyer may at any time request reasonable changes to the purchase order within the general scope of work. Any notice or instruction from the Buyer requesting a change in the quantity specifications, scope of work, or other terms will not be effective unless accepted in writing by Seller, including any adjustments to price, specifications, delivery date and other terms. Seller reserves the right to correct errors in pricing due to inaccurate or incomplete information, clerical mistakes or other causes.

4. PAYMENT TERMS

- a) All prices are stated in United States Dollars. Products are sold as commercial Products on a firm-fixed-price basis. 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.

- b) Unless otherwise set forth in the purchase order, Buyer will pay all invoiced amounts within thirty (30) days following the date of Seller's invoice. Unpaid amounts will accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Seller's reasonable costs of collection. Seller reserves all other rights granted to a seller under the Uniform Commercial Code ("UCC") for Buyer's failure to pay for the Products or any other breach by Buyer of this Agreement. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend the delivery of any Products if Buyer fails to pay the amounts when due and the failure continues for five (5) days following Buyer's receipt of notice thereof. Buyer may not withhold payment of any undisputed amounts due and payable as a set-off of any claim or dispute with Seller.

5. LIENS

Seller agrees to deliver to Buyer the Products covered by the purchase order free and clear of all liens, claims and encumbrances. Upon Buyer's written request, Seller shall submit a duly executed lien waiver (conditioned upon receipt of check or funds (cleared funds)) in a format acceptable to Buyer.



6. TITLE AND RISK OF LOSS

- a) Shipping shall be FOB Seller's facility per the ICC 2010 Incoterms. Title to the Products shipped will pass to Buyer upon Seller's delivery to common carrier at Seller's facility.
- b) Risk of loss shall pass to Buyer at such time as Product is loaded onto a common carrier at Seller's facility.
- c) Buyer may arrange, at Buyer's expense, shipping and handling of the Products.

7. FORCE MAJEURE

Seller shall not be liable for any default or delay in delivery from any cause beyond Seller's control and without its fault or negligence, including, but not limited to acts or omissions of the Buyer, Seller's or Buyer's inability to obtain any necessary licenses, engineering talent, labor, parts or materials, acts of God or the public enemy, cyberattacks, acts of any government agency or authority, fires, floods, epidemics, quarantine restrictions, strikes, labor disturbances, freight embargoes, transportation, public disorders, riots or unusually severe weather, or for Seller's subcontractor delays which are beyond the control of the subcontractor ("Force Majeure"). In the event of such delay, the delivery date shall be extended for a period equal to the length of the delay. Seller will notify Buyer within a reasonable time after becoming aware of any such delay.

8. DELIVERY AND SHIPPING

- a) Seller will deliver the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. The delivery date provided by Seller for the Products is only an estimate and is based upon prompt receipt of all necessary information from Buyer. If Buyer causes Seller to delay shipment or completion of the Products, Seller will be entitled to any and all direct costs (if any) resulting from the delay. Seller will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of contract on Seller's part.
- b) Shipping cost will be added to the purchase order price and shall be paid by Buyer. Buyer shall pay, and be exclusively liable for, all costs

of shipping, handling, delivery, and any related insurance.

- c) All claims by Buyer for damage, loss or delays in transit shall be made by Buyer against the carrier, and Seller shall have no responsibility or obligations with respect to any such damage, loss, or delay.
- d) If Seller arranges transportation for Buyer, such arrangements shall be at Buyer's sole risk and expense, and transfer of title and risk of loss as specified above shall not be affected. Buyer shall pay any increase in transportation costs that are charged to Seller subsequent to its invoice to Buyer, including any fuel surcharges. From time to time, Seller may receive certain discounts and rebates from its freight carriers, which may be retained in whole or in part by Seller.
- e) All Products will be packed for shipment in accordance with Seller's standard practices. Seller reserves the right to adjust the quoted price for any unique or special requirements requested by the Buyer. If Seller ships Products in returnable containers or equipment, Buyer will promptly unload and return such containers and equipment in the same condition as delivered (normal wear and tear excepted) and within the tariff or contracted period free of demurrage or extra detention charges. All applicable demurrage or extra detention charges on such containers or equipment shall be for Buyer's account including demurrage which occurs on any leased track or railroad property track and any switching charges. Buyer is responsible to inspect such containers and equipment for damage caused by the carrier and to promptly notify carrier and Seller of any damages found.

9. INDEMNIFICATION

- a) Buyer will defend, indemnify, and hold harmless Seller and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and



professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) (“Claims”) arising out of or occurring in connection with the negligence or willful misconduct of Buyer or its employees or agents, including but not limited to: (i) any misuse or modification of the Products by Buyer or its employees or agents, (ii) any act (or failure to act) by Buyer or its employees or agents in contravention of any safety procedures or instructions that Seller provides to Buyer or its employees or agents, and (iii) the failure to store, install, operate, or maintain the Products in accordance with the Seller’s instructions.

- b) Seller will defend, indemnify, and hold harmless Buyer and its subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any third party Claims arising out of or occurring in connection with the negligent acts or omissions or willful misconduct of Seller or its employees, representatives or agents.

10. INTELLECTUAL PROPERTY

All rights and interest to the inventions, methods, designs (whether registered or not), information, technical data or drawings, copyrights, patent rights, trademark rights, know-how, discoveries, improvements, technology, design mask works, trade secrets, related intellectual property, intangible and proprietary rights throughout the world, relating to the Product or Software or disclosed to Buyer in connection with any purchase order or proposal, are the exclusive property of Seller (“Intellectual Property”). Buyer shall not: (i) decompile, reverse engineer, disassemble, trace or otherwise analyze the Product or Software, their content, operation, or functionality; (ii) modify, adapt, or translate the Product or Software, nor create derivative works based on the Product or Software; or (ii) disclose any proprietary information regarding the Intellectual Property to any other persons or companies without Seller’s prior written approval. Seller does not grant Buyer any license or other right in Seller’s Intellectual Property. Buyer agrees that only Seller or its authorized representatives or agents are authorized to

make modifications or repairs to the Product. **RIGHTS TO SELLER’S INTELLECTUAL PROPERTY IF ANY, DEVELOPED, UTILIZED OR MODIFIED IN THE PERFORMANCE OF THE WORK SHALL REMAIN THE PROPERTY OF SELLER.** Except as provided herein, any reuse of Seller’s Intellectual Property by Buyer except without prior written verification or adaptation by Seller or its representatives or agents will be at Buyer’s sole risk and without any liability to Seller.

BUYER ASSUMES ALL LIABILITY FOR PATENT INFRINGEMENT FOR PRODUCTS SOLD BY SELLER THAT ARE INCORPORATED OR USED IN COMBINATION WITH OTHER THIRD PARTY PRODUCTS OR IN THE OPERATION OF ANY PROCESS BY BUYER.

11. EXPORT COMPLIANCE

- a) In performing its obligations under this Agreement, each Party agrees to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products. Buyer acknowledges and agrees that the Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Seller’s continued performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.
- b) Buyer warrants that its officers, directors or employees are not on any list of prohibited countries, individuals, organizations or entities that is administered or maintained by the U.S. Office of Foreign Assets Control (“OFAC”), including but not limited to the List of Specially Designated Nationals and Blocked Persons, or on any similar list not maintained by the OFAC. Buyer warrants that it has and will continue to maintain a process to ensure compliance with this Article 11.
- c) Notwithstanding, any other provisions herein, Buyer shall be responsible for the timely obtaining of any required authorization, such as an export license and import license or any other governmental authorization, even though



any such authorization may be applied for by Seller. Buyer and Seller shall provide each other reasonable assistance in obtaining required authorizations. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller for the Products. Buyer shall fully indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export / import control regulations by Buyer.

12. PRODUCT RETURN POLICY

- a) Seller is under no obligation to accept returns for Products that were ordered by mistake by Buyer. Seller may consider exceptions based on individual situations. Prior to the return of any Product to Seller, Buyer must identify the Product and obtain a Seller's Return Material Authorization ("RMA") number and shipping instructions. Seller has the right, in its sole discretion, to permit or reject any such return. Upon receipt, inspection, and acceptance of the Product by Seller, Seller will issue a credit memo to Buyer, less applicable re-stocking fees. A minimum 15% and up to 40% restocking fee may apply.
- b) To receive credit, the Product must be unused, in original packaging, and in resalable condition. Seller will make that determination after evaluating the returned Product. Seller may refuse credit for any of the following reasons: (i) abuse, misuse, neglect, negligence, or accidental damage (including force majeure); (ii) improper installation, setup, or testing; (iii) use of the Product for purposes other than those for which it was designed; (iv) unauthorized attachment, removal or alteration of any part of the Product; (v) unusual mechanical, physical, electrical stress, or scratches or dents; (vi) modifications or repairs done by parties other than Seller; (vii) exposure to contaminants of any kind; (viii) failure to provide a suitable operating environment; (ix) failure to monitor or operate the Product in accordance with the Seller's

specifications and operating and maintenance manuals.

13. INSPECTION AND REJECTION OF PRODUCTS

- a) As used in this Agreement, "Nonconforming Products" means only the following: (i) the Products shipped are different from those identified in Buyer's purchase order; or (ii) the labels or packaging of the items incorrectly identifies them. Buyer will inspect the Products within seven (7) calendar days following receipt thereof (the "Inspection Period"). The Products will be deemed accepted at the end of the Inspection Period unless Buyer notifies Seller in writing of any Nonconforming Products and furnishes Seller with written evidence or other documentation reasonable required by Seller.
- b) If Buyer timely and properly notifies Seller of any Nonconforming Products, then Seller will, in its sole discretion: (i) replace the Nonconforming Products with conforming Products or (ii) credit or refund the purchase price for the Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer. At Seller's request, Buyer will dispose of the Nonconforming Products or return the Nonconforming Products to Seller at Seller's expense. Upon receipt of the Nonconforming Products, Seller will promptly refund the monies owed or ship the replacement Products to Seller's facility at Seller's expense, with Seller retaining the risk of loss until delivery.
- c) Buyer acknowledges and agrees that the remedies set forth in this Section 13 are Buyer's exclusive remedies for the delivery of Nonconforming Products, and except as set forth in this Section 13, Buyer has no right to return the Products to Seller without Seller's written authorization.
- d) Unless otherwise agreed to in writing by Seller, Buyer shall not ship or otherwise deliver to Seller's facility any hazardous waste or material. Seller reserves the right to reject any hazardous waste or material.



14. TESTING PERFORMED BY SELLER

The Parties agree that any design or manufacturing verification testing performed (if any) by Seller is performed as a courtesy and not as an obligation of Seller. Seller does not warrant the accuracy of any testing. Buyer is solely responsible for performing verification testing.

15. WARRANTY

- a) Seller warrants to Buyer that the Products will be free from defects in material and workmanship ("Warranties") for a period of twelve (12) months following the date of delivery to the location specified in the purchase order (the "Warranty Period"). If, prior to the expiration of the Warranty Period, Buyer informs Seller in writing of any breach of the Warranties, then Seller may repair or replace the Products that gave rise to the breach or, in Seller's sole and exclusive discretion, refund the amounts that Buyer paid for the Products. The Warranties do not apply to software furnished by Seller.
- b) Seller warrants that all repaired component(s) or unit(s) of the Products shall be free of defects in material and workmanship for the unexpired portion of the original Product's Warranty Period or ninety (90) days, whichever is longer ("Repair Warranty Period"). The Repair Warranty Period starts ten (10) calendar days from the date of shipment from Seller.
- c) All expendables (such as batteries, fuses, light bulbs and lamps) are warranted only for defect in material and workmanship which are apparent upon receipt by Buyer.
- d) The foregoing Warranties do not apply to: (i) any defect in Products not manufactured by Seller; and (ii) any Products manufactured according to Buyer's specifications.
- e) Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Seller's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. Buyer will bear the costs of access, de-installation, re-installation and transportation of the Products to Seller and

back to Buyer. Seller does not warrant the Products, or any repaired or replacement parts, against normal wear and tear or corrosion. This Warranty and remedy are expressly conditioned upon: (i) Buyer's payment of the purchase price in full, (ii) Buyer giving written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect, (iii) the storage, installation, operation, use, and maintenance of the Products in compliance with the Seller's operation and maintenance manuals, (iv) the existence of proper records of Buyer's operation and maintenance of the Products during the Warranty Period, (v) Buyer providing Seller with a reasonable opportunity to examine the Products and the aforementioned records, and (vi) the absence of any unauthorized modification or repair of the Products, including without limitation the removal or alternation of any serial numbers or any warranty date decals.

- f) This Warranty extends only to Buyer. In no event will Seller's Warranty obligations extend to third party products, components or equipment.
- g) The Warranties are conditioned on: (i) no abuse, misuse, neglect, negligence, or accidental damage (including force majeure); (ii) no improper installation, setup, or testing; (iii) not using the Product for purposes other than those for which it was designed; (iv) no unauthorized attachment, removal or alteration of any part of the Product; (v) no unusual mechanical, physical, electrical stress, or scratches or dents; (vi) no modifications or repairs done by parties other than Seller; (vii) no exposure to contaminants of any kind; (viii) no failure to provide a suitable operating environment; (ix) no failure to monitor or operate the Product in accordance with the Seller's specifications and operating and maintenance manuals, and (x) Buyer not being in default of any payment obligation.
- h) THE WARRANTIES IN THIS SECTION 15 ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE**



LIMITS OF LIABILITY IN SECTION 16. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT SOLD HEREUNDER IS NON-INFRINGEMENT OR WARRANTIES OF MERCHANTABILITY OR FITNESS.

- i) ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

16. LIMITATION OF LIABILITY

EXCEPT FOR DEATH OR BODILY INJURY RESULTING FROM SELLER'S NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS AGREEMENT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF SELLER OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE PURCHASE ORDER PRICE.

17. GOVERNING LAW AND VENUE

This Agreement and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN SELLER AND BUYER, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of Illinois, without regard to conflicts of law. The UN Convention for the International Sale of Goods (CIGS) and the Uniform Computer Information Transactions Act or the documents related thereto will not apply. The Parties consent to the exclusive and sole jurisdiction of the federal court located in Chicago, Illinois or the state court located in Cook or Kane Counties, Illinois with respect to all litigation Disputes among the Parties. The Party prevailing shall be entitled to an award of its direct costs, including reasonable attorneys' fees. **EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.** It is by the express intention of the parties hereto that the present Agreement and all its related documents be drafted and interpreted in English.

Neither Party shall be liable to the other Party for any Dispute brought more than one (1) year after the delivery date.

18. SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision and the rights and obligations of each Party shall be construed and enforced accordingly.

19. CANCELLATION

Cancellation or modifications of all or part of any order are subject to Seller's prior written consent in each instance. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of the cancellation or modification, plus a reasonable profit.



20. SURVIVAL

The Sections titled "Indemnification," "Intellectual Property," "Limitation of Liability," and "Export Compliance" survives termination, expiration or cancellation of this Agreement.

21. MISCELLANEOUS

- a) Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- b) This Agreement and the rights and obligations of Buyer hereunder shall not be assignable by Buyer, either by act of Buyer or by operation of law, without the prior written consent of Seller, and shall not be deemed an asset of Buyer in, and at the option of Seller shall terminate in the event of, the commencement of any case or proceeding in respect of Buyer under any bankruptcy, insolvency or similar law or any assignment for the benefit of creditors. At the option of Seller, this Agreement shall terminate in the event of the insolvency of Buyer. Any purported assignment of this Agreement without the prior written consent of Seller shall be void.
- c) Neither Party's waiver of any breach of this Agreement or failure to enforce any of the terms or conditions of this Agreement at any time shall in any way affect, limit or waive such Party's right thereafter to enforce strict compliance with every term and condition hereof.
- d) While Seller intends to provide the Products in accordance with original design requirements, Seller reserves the right to make part substitutions provided the substituted part has the same form, fit and function as the item it replaces.