

Electro-Matic Ventures, Inc.

Terms and Conditions of Sale

1. **DEFINITIONS:** "Goods" means both Manufactured Goods and Seller Goods. "Manufactured Goods" means goods sold by Seller as a distributor or reseller which have been manufactured or fabricated by a third party. "Seller Goods" means all goods manufactured or fabricated by Seller. "Purchaser" means the Purchaser of Goods as identified in Seller's documents of sale. "Seller" means a wholly-owned subsidiary of Electro-Matic Ventures, Inc. "End User" means Purchaser's customer (if any) or the party which ultimately makes use of the Goods.

2. **ACCEPTANCE:** This document constitutes an offer by Seller to sell the Goods and/or provide related Services described in Seller's documents of sale to Purchaser on the terms and conditions set forth in this document and Seller's other applicable documents of sale (collectively, this "Agreement"). Purchaser may accept Seller's offer only on the terms and conditions stated in this Agreement. Any different or additional terms or conditions contained in, or any other attempt to vary the terms of this Agreement through, any documents or other communications provided by Purchaser, whether prior or subsequent, are deemed to be proposals for additional or different terms and are hereby objected to and rejected, and as such are of no force and effect. If this Agreement is, however, determined to be a counteroffer to or potential acceptance of an offer or counteroffer by Purchaser, such counteroffer or acceptance is conditioned on the Purchaser's acceptance of any terms in this Agreement that are additional to or different from Purchaser's offer or counteroffer.

3. **PRICES:** Prices for the Goods and any Services shall be those set forth in Seller's price lists or in written quotations in effect at the time of shipment or the Services' performance. Prices are subject to change without notice. Written quotations shall expire as defined therein, if no expiration date is provided on a written quotation, the quotation shall expire within thirty (30) days from the date of their issuance unless terminated earlier by Seller upon notice to Purchaser. Prices do not include any taxes imposed by any governmental authority whatsoever, which taxes shall be paid by Purchaser in accordance with Section 4.

4. **TAXES:** The amount of all present and future sales, revenue, excise, or other taxes applicable to the Goods and Services shall be added to the purchase price and shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Notwithstanding the above, if Seller is required to pay such taxes, Purchaser shall reimburse Seller for such amounts.

5. **ADDITIONAL COSTS/EXPENSES:** Purchaser shall pay all added costs and expenses incurred by Seller as a result of delays in receiving receipt of details, specifications, and other pertinent information from Purchaser or because of changes requested by Purchaser.

6. **PAYMENT:** Purchaser shall pay to Seller the full purchase price of the Goods and Services, less any deposit or other payments previously made as required by Seller, within thirty (30) days after the shipment or the Services' performance, as evidenced by Seller's invoice to Purchaser. All invoices paid after the due date will be assessed a late payment fee equal to the lesser of one and one-half (1 ½ %) percent per month and the maximum rate permitted by applicable law. Notwithstanding the thirty (30)-day due date above,

Seller reserves the right to require Purchaser, prior to shipment or the Services' performance, to pay the purchase price in full or make other adequate assurances of payment satisfactory to Seller when, in Seller's sole opinion, Purchaser's financial condition or other grounds warrant such action. Purchaser hereby agrees to pay all of Seller's costs of collecting any amounts not paid when due, including without limitation reasonable attorney fees.

7. **SHIPMENT/DELIVERY:** All deliveries shall be FOB Seller's facility, Farmington Hills, Michigan. Methods and routes of shipment, unless Seller specifies in writing otherwise, shall be accepted as chosen by Seller in Seller's sole discretion. Purchaser shall pay all costs of shipment. Delivery to the carrier shall constitute delivery and passage of title to Purchaser, and risk of loss shall pass to Purchaser concurrently with passage of title. Seller will use reasonable diligence to meet scheduled shipment dates and times. Such dates and times are the best possible estimates, and not guarantees, of when the Goods will actually be shipped. In no event shall Seller be liable for any losses or damages of any kind due to delays in shipment, nor may Purchaser cancel its contract because of any such delay.

8. **CANCELLATION:** Subject to Section 11, cancellations of orders, once placed, are not permitted.

9. **RETURN OF GOODS:** The Goods are not returnable or exchangeable.

10. VISUAL DISPLAY MATERIALS/DEPOSIT

FORFEITURE: With regard to any Good comprising visual displays or containing visual display materials ("VDM"), Purchaser hereby agrees that if Purchaser does not pay for VDM in full and accept delivery within 30 days of the date Purchaser is notified that VDM is complete and ready for shipment, without further notice Purchaser will be charged and be liable to pay Seller a storage and handling fee of 20% of the VDM invoice price for each month full payment is not received and delivery accepted. Purchaser authorizes Seller to collect this fee from Purchaser's deposit, if any. When all Purchaser VDM deposits and other payments have been fully applied against applicable storage/handling fees, Purchaser will be deemed to have abandoned the VDM, the order will be deemed cancelled, and the VDM will be disassembled and returned to inventory or otherwise disposed of by Seller, without any obligation to Purchaser and Purchaser will be deemed to have waived any claim or right to the VDM and any proceeds from its disposition by Seller. Any payment by Purchaser prior to abandonment to obtain delivery of VDM will include full payment of all accumulated storage/handling fees.

11. **FORCE MAJEURE:** Seller shall not be liable for any delay in shipment, failure to deliver, or any other non-performance of the Agreement directly or indirectly resulting from or contributed to by any cause or circumstance beyond Seller's control, including, without limitation, force majeure, accident to Seller's plant or equipment, terrorism, cyber insecurity, riots, wars or national emergencies, labor disputes of every kind however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, governmental restrictions, prohibitions, or diversions. In such event, Seller's time for performance under this Agreement shall be extended for a period of time not less than the period of

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such delay, or at Seller's option, Seller may rescind this Agreement upon ten (10) days' written notice to Purchaser. Furthermore, Seller may allocate its production and deliveries among its customers.

12. UNAVAILABILITY OF PARTS/MATERIALS: Seller shall not be liable for any loss or damage caused by the unavailability of parts or materials. Seller may allocate scarce parts and materials among its customers in any manner which Seller determines, in its sole discretion, to be fair and reasonable.

13. WARRANTY AND WARRANTY LIMITATIONS: Except as otherwise provided herein, Seller warrants that the Seller Goods are free from defects in material and workmanship under normal use for ninety (90) days after the date of shipment. If Purchaser notifies Seller within such ninety (90)-day period of any claimed defect in the Seller Goods, and after appropriate tests and inspection by Seller, such Seller Goods are found not to be in conformity with this warranty, Seller shall at its sole option and expense, and as Purchaser's sole remedy, either repair or replace the defective Seller Goods. Purchaser shall not return the Seller Goods to Seller, however, without Seller's prior written authorization. Any repairs made by Purchaser or any other person or entity without Seller's prior written authorization will render this warranty void. Seller makes no warranty:

(1) concerning the compliance of the Seller Goods with any local, state, or federal laws or regulations, including without limitation electrical, building, or other codes or requirements. Purchaser agrees to accept full responsibility for complying with such laws, regulations, codes, and requirements.

(2) against any defect or damage incurred in transit.

(3) concerning (and does not assume in this or any other document) any obligation or liability in connection with patent or copyright infringement suits brought against Purchaser with respect to the Seller Goods, which were designed by Purchaser.

(4) as to the durability and quality of, or other matter relating to, any materials used in the Seller Goods.

Other than as set forth in this Section, Seller makes no warranty, express or implied, with regard to the Seller Goods.

SELLER'S WARRANTY HEREUNDER IS LIMITED TO REPAIRING OR REPLACING (AT SELLER'S SOLE OPTION) ANY SELLER GOODS THAT ARE PROVED TO BE DEFECTIVE. SELLER SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PAYING PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY FOR THE SELLER GOODS IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH REGARD TO THE MANUFACTURED GOODS. Seller does, however, assign and transfer to Purchaser any and all warranties of the manufacturer with regard to the Manufactured Goods.

PURCHASER ACCEPTS THE MANUFACTURED GOODS FROM SELLER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE MANUFACTURED GOODS (OR ANY PORTION THEREOF), ITS PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR OTHERS FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE MANUFACTURED GOODS.

Seller has no liability to End User or any other person other than Purchaser with respect to this Agreement.

14. SOFTWARE: Seller makes no warranty, express or implied, with regard to software required for Manufacturer Goods. If software is a component of the Manufacturer Goods Purchaser is buying under this Agreement, Seller does, however, assign and transfer to Purchaser any and all warranties and licenses of the manufacturer with regard to the software required for such Manufacturer Goods. Seller acknowledges that the manufacturer may require Purchaser to sign a separate license agreement with regard to the software associated with the Manufacturer Goods.

With regard to any Seller Goods requiring or containing software Seller grants to Purchaser a non-transferable, non-exclusive license to use the software for the life of the Seller Goods, subject to the terms and conditions of this Agreement. All such software shall be used by Purchaser at Purchaser's place of business to which the Seller Goods are delivered and only on the applicable Seller Goods. Only Purchaser and its authorized agents may use by any other entity or persons. Purchaser shall not modify, enhance, or otherwise change or supplement the software.

PURCHASER ACCEPTS THE SOFTWARE FROM SELLER "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE (OR ANY PORTION THEREOF), ITS PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR OTHERS FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE SOFTWARE.

Purchaser shall not alter or remove any copyright, trade secret, trademark, service mark, patent, proprietary and/or other legal notices contained on or in the software.

15. GENERAL PROVISIONS: Any cause of action concerning the transaction reflected by this Agreement (except actions by Seller for nonpayment of amounts due under this Agreement) must be commenced within ninety (90) days after such causes of action accrue. Seller has the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Goods and any Services hereunder, and there are no other promises, conditions, understandings, representations, or warranties of any kind. This Agreement may be modified only by a writing signed by both Seller

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and Purchaser. Seller's failure to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Purchaser shall not assign its obligations hereunder without Seller's prior written consent.

16. GOVERNING LAW: The rights and obligations of the parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Michigan (without reference to the conflicts of laws principles thereof), including the Michigan Uniform Commercial Code, and the parties consent to the jurisdiction of the Michigan courts over this Agreement and over the parties in any proceeding to enforce this Agreement.

17. EXPORT CONTROL: Seller is committed to compliance with all U.S. Export Administration Regulations, International Traffic in Arms Regulations (ITA) and other laws. Seller will not sell or ship to countries embargoed by the U.S. Treasury Office of Foreign Asset Control (OFAC). Seller will not sell or ship to individuals or organizations, including those identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons. Seller will not sell or ship products prohibited under Export Administration Regulations or ITA to prohibited individuals or organizations, including those identified by the U.S. Department of Commerce, Bureau of Industry and Security (BIS), such as Cuba, Iran, North Korea, Sudan or Syria. Furthermore, Seller prohibits the re-export, brokering or transshipment of Goods to any individual, organization or country prohibited by the OFAC, BIS or others. The sale, resale or other disposition of Goods, and any related technology or documentation, are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Diversion contrary to U.S. law is prohibited. In addition, commodities may not be exported or re-exported to entities and persons that are ineligible under U.S. law to receive U.S. product, technology or software.

Purchaser agrees to comply with all such laws, regulations and orders. Purchaser shall be responsible, at its own risk and expense, for obtaining any required authorization, such as an import license, foreign exchange permit or any other official governmental authorization, even though any such authorization may, at Purchaser's request, be applied for by Seller. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Purchaser shall not be relieved of its obligations to pay Seller for orders accepted. Purchaser further acknowledges that it shall not directly or indirectly export any Goods to any country to which such export or transmission is restricted or prohibited. Purchaser acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

18. PURCHASE MONEY SECURITY INTEREST: Until the full purchase price and other charges have been paid, Seller reserves a Purchase Money Security Interest under the Uniform Commercial Code (the "UCC") in the Goods and in all products and proceeds thereof. Purchaser shall execute such documents as Seller may require, including, but not limited to, one or more Financing Statements. Purchaser agrees and hereby appoints Seller as its attorney-in-fact to do, at Seller's option, all acts and things Seller

may deem desirable to perfect and continue to perfect the Purchase Money Security Interest granted hereby, including Seller's authority to file Financing Statements naming Purchaser as debtor and Seller as secured party without Purchaser's signature in those states where such filing are permitted, and to sign Purchaser's name thereto where required. At Seller's option, there shall be no delivery of any of the Goods ordered hereunder until all documents necessary to perfect the Purchase Money Security Interest have been executed to Seller's satisfaction. All costs and expenses of Seller, including attorneys' fees for the preparation and recordation of documents deemed necessary and appropriate to establish and perfect the Purchase Money Security Interest, shall be Purchaser's responsibility and shall be immediately payable by Purchaser upon receipt of Seller's invoice for same. This Purchase Money Security Interest is in addition to and not in lieu of any security interest of Seller under Article 2 of the UCC.

19. INDEMNIFICATION: Purchaser hereby agrees to hold harmless and indemnify Seller and its agents, employees, directors, and officers from any and all expenses, losses, and damages, including legal fees, incurred as a result of claims by third parties against Seller: (a) due to Purchaser's breach of these Standard Terms and Conditions, (b) due to any act or omission of Purchaser or its agents, whether with respect to Goods or otherwise, or (c) resulting from Seller's use of any information (such as drawings, descriptions, models, or pictures) related to the design, manufacture, or distribution of the Goods furnished by Purchaser to Seller (e.g., claims of patent infringement unfair trade practices or competition, or appropriation of proprietary information).

20. INSTALLATION: Except as otherwise agreed, the Goods shall be installed and serviced by and at the expense of Purchaser. Purchaser may request that Seller install or service Goods or oversee their installation or servicing (the "Services"). Seller retains discretion whether to provide Services, and may refuse to do so, in its sole discretion. To the extent that Seller provides Services, and the parties do not enter into a separate agreement with respect to the Services, the terms and conditions of this paragraph 20 will apply and control with respect to such Services, and the terms and conditions of this Agreement that apply to Goods will also apply to such Services to the extent not inconsistent with this paragraph 20.

Purchaser is responsible for ensuring that the site at which Services are performed is safe and in good and orderly condition, and complies with all applicable legal requirements and other standards for the lawful and safe performance of the Services. Purchaser assumes all responsibility for, and Seller has no responsibility with respect to, the site and the safety of those at the site, whether representatives of Seller, Purchaser or third parties.

Purchaser is responsible for the acts and omissions of all individuals involved with any installation or servicing of Goods who are not Seller's employees. Purchaser assumes all responsibility for, and Seller has no responsibility with respect to, the acts and omissions of individuals other than Seller's employees. Seller is responsible only for the acts and omissions of its employees, and is not liable to Purchaser or any other party with respect to the acts and omissions of others, including any contractors involved in providing any Services. Without limiting the generality of the foregoing, Seller is not liable for the consequences of the instructions or other directions, whether to Seller's employees or otherwise, of

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individuals other than Seller's employees who are supervising or otherwise involved in the installation or servicing of Goods, including representatives of Purchaser, contractors and union representatives. Seller may without liability rely on the instructions and other directions of others involved in the installation or servicing of Goods.

Purchaser agrees to hold harmless and indemnify Seller and its agents, employees, directors and officers from any and all expenses, losses, and damages, including legal fees, incurred as a result of: (a) the site at which Services are performed failing to comply with the requirements above; or (b) the acts and omissions of any person other than Seller's employees, including representatives of Purchaser, contractors and union representatives involved in the installation or servicing of Goods and their instructions and directions to Seller.

With respect to its Services, Seller warrants only that it will perform the Services that Seller provides under the Agreement professionally and in a workmanlike manner, subject to the instructions and other direction of Purchaser and others involved in the installation or servicing of Goods. Such warranty expires ninety (90) days after the date of Service. If Purchaser notifies Seller within such ninety (90)-day period of any claimed defect in the Services, and after appropriate tests and inspection by Seller, such Services are found not to have been in conformity with this warranty, Seller shall at its sole option and expense, and as Purchaser's sole remedy, arrange for the performance of the Services in a manner conforming to this warranty. Other than as set forth in this paragraph, Seller makes no warranty, express or implied, with regard to its Services.

SELLER'S WARRANTY HEREUNDER IS LIMITED TO PERFORMING THE SERVICES IN CONFORMANCE WITH THIS WARRANTY. SELLER SHALL IN NO EVENT HAVE ANY LIABILITY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PAYING PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY FOR THE SERVICES IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER WILL NOT BE LIABLE FOR ANY LOST PROFITS, LINE-STOPPAGE CHARGES, OR DAMAGES FOR LOSS OF USE, BUSINESS OR GOODWILL, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THEIR POSSIBILITY.

21. CONFIDENTIAL INFORMATION: Purchaser shall not disclose any confidential information of Seller, directly or indirectly, nor use such information in any way, without Seller's prior written consent. All files, records, documents, drawings, specifications, and similar items, whether prepared by Seller or otherwise coming into Seller's possession (other than from Purchaser), shall remain Seller's exclusive property, unless otherwise agreed to in writing by Seller.

22. SELLER'S RIGHT TO IDENTIFY PURCHASER AND END USER IN MARKETING MATERIALS: By purchasing, paying for and accepting delivery of the Goods or Services, Purchaser hereby authorizes and grants Seller a prepaid, royalty

free, perpetual license to use and display Purchaser's name and logo for the purpose of identifying Purchaser as a customer of Seller and purchaser and user of the Goods and to display images of the Goods purchased as they are installed and used by Purchaser and/or End User in Seller's marketing materials; **provided, however,** that Seller shall remove or otherwise mask or shield from view any Purchaser or End User created content in any displayed image of the Goods in use.