

THERMA-TRON-X, INC.
GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (“**Terms**”), together with any accompanying quotation, specifications, and/or drawings (“**Quotation**”) are the only terms and conditions which govern the sale, manufacture, delivery, installation, and/or start-up of equipment, goods, and other materials (“**Goods**”), and the performance of services (“**Services**”), by Therma-Tron-X, Inc., a Wisconsin corporation (“**TTX**”) to or for the benefit of the buyer identified in the Quotation (“**Buyer**”). These Terms and the Quotation are referred to collectively as the “**Agreement**.” The Agreement comprises the entire agreement and understanding between TTX and Buyer regarding the Goods and Services, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral; unless the parties have expressly stated otherwise in the Agreement or in another written document that has been signed by both parties. Any confidentiality or non-disclosure agreement in existence between TTX and Buyer executed prior to the Agreement shall continue to apply and such agreement’s terms shall prevail to the extent they are inconsistent with the Agreement. In the event of a conflict between these Terms and the Quotation, the provisions of the Quotation shall control. The Agreement shall also prevail over any of Buyer’s general terms and conditions of purchase regardless of whether Buyer submits a purchase order with such terms. Acceptance or fulfillment of Buyer’s order does not constitute acceptance by TTX of any of Buyer’s terms and conditions and nor to modify or amend the Agreement. For the avoidance of doubt, any term or condition contained in any purchase order or other communication of Buyer that purports to add to or is in any way inconsistent with the Agreement is hereby expressly rejected.

ACCEPTANCE OF ORDERS: TTX has the right, in its sole discretion, to accept or reject any order issued by Buyer. TTX may accept an order by confirming the order (whether by written confirmation, invoice or otherwise) or by delivering the Goods subject to the order, whichever occurs first. No order issued by Buyer is binding on TTX unless accepted by TTX as provided in this paragraph. TTX reserves the right to correct any clerical errors discovered in the Quotation or acknowledgement of Buyer’s order.

CANCELLATION OF ORDERS: Buyer may not cancel any order without TTX’s prior written consent, which TTX may withhold in its sole discretion. TTX may, without liability or penalty, cancel any order if TTX determines, in its sole discretion, that: (a) Buyer is in violation of its payment obligations or is in material breach of the Agreement, or (b) Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or (c) TTX determines that Buyer’s financial condition is otherwise inadequate. Further, TTX may cancel any order, at any time for its convenience, by serving a ten (10) day written notice to Buyer. In such event, TTX’s notice shall be accompanied by a payment, in collected funds, of all amounts previously paid by Buyer to TTX for such cancelled order(s). The refund described in the preceding sentence shall be Buyer’s exclusive remedy for all order(s) cancelled by TTX for its convenience.

PRICE AND PAYMENT: Price and payment terms are set forth in the Quotation. In addition to any other remedies available to TTX under the Agreement, if Buyer fails to make payment within five (5) days after TTX’s delivery of a written notice of past due payment, TTX may, at its sole election, suspend or stop all work under the Agreement. In the event any specifications or other requirements for the Goods or Services change after TTX’s acceptance of Buyer’s order, TTX reserves the right to adjust the price of such Goods or Services to account for such changes.

DELIVERY: TTX shall deliver all Goods EXW, Point of Origin (per INCOTERMS 2020) using TTX’s standard methods for packaging. Buyer shall be responsible for all shipping, loading and unloading costs after TTX tenders the Goods at the Point of Origin. Title and risk of loss or damage with respect to the Goods shall pass to Buyer upon delivery of the Goods at the Point of Origin. As used in these Terms, “**Point of Origin**” means TTX’s facility in Sturgeon Bay, Wisconsin or such other location where Goods originate. TTX will make commercially reasonable efforts to meet any delivery dates or schedules quoted by TTX. However, any such delivery dates or schedules are only estimates and TTX shall not be liable to Buyer for any damages or losses associated with TTX’s failure to meet such delivery dates or schedules. If for any reason Buyer fails to accept delivery upon tender by TTX, or if TTX is unable to deliver the Goods because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (a) risk of loss to the Goods shall pass to Buyer; (b) the Goods shall be deemed delivered; and (c) TTX may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

TAXES AND ADDITIONAL PROJECT COSTS: The price for Goods and Services does not include any Taxes or Additional Costs (as defined below). If TTX is required by any governmental body, authority, agency or third party to collect, pay or incur any Taxes or Additional Projects Costs on Buyer’s behalf to perform the Agreement, TTX may invoice Buyer for such amounts, which Buyer shall pay in accordance with the terms of the Agreement. Tax-exempt certificates must accompany any order to which the same applies. As used in the Agreement, (a) “**Taxes**” mean any foreign, federal, state, provincial or local sales, use, value-added, excise or other similar taxes or any tariffs, duties, customs fees, brokerage and handling fees, or other charges imposed on or measured by the use or sale of the Goods or performance of Services, and (b) “**Additional Project Costs**” mean all expenses incurred by TTX to comply with the laws, rules, regulations or other requirements applicable to the location or jurisdiction in which TTX sells the Goods or performs the Services, or otherwise imposed by any governmental body, authority or agency with jurisdiction over Buyer or the location where the Goods will be installed or used, to include premiums for foreign workers compensation or similar insurance covering workers in such jurisdiction, and any mandatory background checks, medical exams, drug testing, credit reports, verification of references and the like.

PERMITS: All building, equipment, installation, operating or other licenses, approvals, permits, certifications, or inspections of any kind required for the installation or use of the Goods, the performance of Services or the performance of the Agreement (collectively, “**Permits**”), and any costs or penalty imposed for failure to obtain a Permit, shall be the Buyer’s complete responsibility, which it shall pay as and when due. Buyer shall provide TTX with copies of all Permits and renewals thereof promptly upon request by TTX.

WARRANTIES: TTX warrants to Buyer that Goods designed and fabricated by TTX shall be free of defects in material and workmanship for a period of one (1) year from the date of shipment, with the exception of all mechanical transfer and conveyor components designed and fabricated by TTX, which shall be warranted by TTX to be free of defects in material and workmanship for one (1) year from shipment or 2,000 operational hours, whichever occurs first. TTX further warrants to Buyer that, as of the date of performance, Services shall be performed by TTX (including, without limitation, services relating to installation, maintenance, and repair of the Goods) in a professional and workmanlike manner and in accordance with the standard of care which TTX utilizes for similar services performed for its other customers on like goods. TTX’S SOLE LIABILITY AND BUYER’S EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES STATED IN THIS PARAGRAPH SHALL BE LIMITED TO, AT TTX’S OPTION AND EXPENSE, REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING GOOD; OR RE-PERFORMANCE BY TTX OF THE DEFECTIVE OR NON-CONFORMING SERVICE; PROVIDED THAT BUYER PROMPTLY NOTIFIES TTX IN WRITING UPON DISCOVERY THE DEFECT AND BUYER’S PAYMENT OBLIGATIONS TO TTX ARE CURRENT. This Warranty does not include labor or freight to replace defective component(s). However, if TTX determines there is a design issue, TTX will provide labor and freight to replace such defective component(s). TTX hereby assigns to Buyer all assignable warranty rights extended to TTX by the manufacturer or vendor of components supplied by a 3rd party that are incorporated into or made a part of the Goods. Provided that Buyer promptly notifies TTX in writing upon discovery a defect in a 3rd party supplied component and Buyer’s payment obligations to TTX are current, TTX will process and assist with warranty claims for 3rd party supplied components. TTX does not make or extend any other warranty or guaranty of any kind, express or implied, with respect to such 3rd party component parts. EXCEPT FOR THE WARRANTIES SET FORTH IN

THIS PARAGRAPH, TTX MAKES NO, AND HEREBY DISCLAIMS ANY, OTHER EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THERE ARE NO WARRANTIES RELATING TO THE GOODS WHICH EXTEND BEYOND THE DESCRIPTION IN THIS PARAGRAPH.

CONDITIONS AND LIMITATIONS OF WARRANTIES: Minor deviations, which do not affect performance, shall not be deemed defects in design, workmanship or materials. The warranty in the preceding paragraph does not apply to, and TTX shall have no liability to Buyer for any unauthorized modifications, improper operation, inadequate maintenance and/or harsh operating environment. To preserve the warranty, all maintenance work must be performed and recorded by Buyer in accordance with the TTX Maintenance Manual.

NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES: NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL TTX OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, DOWNTIME, LOSS OF BUSINESS OPPORTUNITY, OR OTHER ECONOMIC DAMAGES), WHETHER ARISING OUT OF, RELATING TO THE GOODS OR SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, AND REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT TTX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS STATED IN THIS PARAGRAPH SHALL NOT APPLY TO TTX'S WILLFUL MISCONDUCT.

MAXIMUM LIABILITY FOR DAMAGES; LIMITATIONS ON CLAIMS. IN NO EVENT SHALL TTX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE LESSER OF THE PURCHASE PRICE FOR THE GOODS OR SERVICES OR US \$1,000,000. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. TTX HAS RELIED ON THE FOREGOING LIMITATIONS AND BUYER EXPRESSLY ACKNOWLEDGES THAT PROVISIONS SET FORTH IN THIS AND THE PRECEDING PARAGRAPH ARE ESSENTIAL IN THE ESTABLISHMENT OF THE PRICE FOR THE GOODS AND THE PERFORMANCE OF ALL SERVICES HEREUNDER. THE LIMITATIONS ON, AND EXCLUSIONS FROM, LIABILITY SET FORTH IN THESE TERMS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF BUYER'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATIONS STATED IN THIS PARAGRAPH SHALL NOT APPLY TO TTX'S WILLFUL MISCONDUCT.

TTX'S INTELLECTUAL PROPERTY: TTX shall retain exclusive ownership and control of its intellectual property, whether preexisting or developed in relation to the Goods, including all rights under any patent, patent application, copyright, trademark, trade dress, trade secret, or other intellectual property rights owned by or licensed to TTX which may be protected by foreign, federal, state, provincial or common law, and nothing in the Agreement shall be deemed or construed to be a transfer or license of any of TTX's intellectual property. Further, Buyer may not decompile, copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to circumvent any of TTX's intellectual property rights. Buyer shall obtain rights to such intellectual property only to the extent necessary to operate, maintain and repair the Goods.

EXPORT REGULATION. The Goods, including any software, documentation, and data contained in the Goods, and any products utilizing any such Goods, software, documentation, or data (collectively, "**Regulated Goods**") may be subject to US export control laws, including the Export Administration Regulations and the International Traffic in Arms Regulations. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, release, sell, re-sell, transfer or otherwise dispose of any Regulated Goods to any jurisdiction or country to which, or any person, firm, or entity to whom, the export, reexport, release, sale, re-sale, transfer or disposal of any Regulated Goods is prohibited by applicable federal or foreign law, regulation, or rule. Buyer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns, parent company(ies), affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, sales representatives and/or vendors. Buyer shall comply with all applicable federal and foreign laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export permit or license or other governmental approval), prior to exporting, reexporting, releasing, selling, re-selling, transferring or otherwise disposing of any Regulated Goods. Buyer shall provide prior written notice of the need to comply with such laws and regulations to any person, firm, or entity which it has reason to believe is obtaining any such Regulated Goods from Buyer with the intent to export or reexport. Buyer shall not permit or cause TTX's name to be shown as "Importer of Record" on any customs declaration.

GOVERNING LAW AND DISPUTE RESOLUTION: The Agreement shall be governed by the laws of the State of Wisconsin, United States of America, without regard to any conflicts of law rules or principles which would require the laws of any other jurisdiction to apply. All disputes, controversies, claims, actions, proceedings and counterclaims arising out of or relating to the Agreement, or the breach, termination or invalidity thereof (collectively, a "**Dispute**"), shall be commenced, tried, and litigated exclusively in the state courts sitting in Door County, Wisconsin or the U.S. Federal Court for the Eastern District of Wisconsin, and those courts hearing direct appeals therefrom. Buyer hereby waives its right, if any, to bring any Dispute arising out of or relating to the Agreement before any other court or tribunal. In the event of litigation, arbitration, or other enforcement due to Buyer's default of its obligations under the Agreement, TTX shall be entitled to recover all cost of enforcement, including its reasonable attorney's fees and other costs of litigation or arbitration. BUYER WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.

FORCE MAJEURE. TTX shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term or condition of the Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, explosion, earthquake, or natural disaster; (c) epidemics, pandemic, viral or bacterial outbreaks; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (e) governmental orders, laws, emergency proclamations, or quarantine restrictions; (f) actions, embargoes or blockades in effect on or after the effective date of the Agreement; (g) action by any governmental authority; (h) national or regional emergency; (i) shortage or unavailability of materials; (j) shortage or unavailability of labor, strikes, labor stoppages or slowdowns or other industrial disturbances; (k) shortage of adequate power or transportation facilities; and/or (l) other events (whether or not foreseeable or similar in type or nature to the previously listed Force Majeure Events) beyond the control of TTX. TTX shall give written notice to Buyer as soon as practicable following commencement of the Force Majeure Event, stating the period of time the Force Majeure Event is expected to continue. TTX shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. TTX shall resume the performance of its affected obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event.