STANDARD TERMS AND CONDITIONS OF SALE AND SERVICE ("Terms") APPLYING TO PRODUCTS SOLD AND SERVICES PROVIDED BY DOMINO AMJET, INC. ("Seller")

1. ACCEPTANCE-ENTIRE AGREEMENT

Offer – If this document contains an offer or quotation (an "Offer"), it is expressly limited to and conditioned upon these Terms. Any additional or different terms proposed by Buyer (whether in a purchase order, acknowledgment, invoice, email, course of dealing, or otherwise) are hereby rejected and shall be of no force or effect, even if Seller fails to object to such terms and regardless of Seller's commencement of performance or delivery.

Confirmation – If this document contains an order confirmation (a "Confirmation"), it is expressly made conditional on Buyer's acceptance of these Terms. Buyer shall be deemed to accept these Terms (a) upon Buyer's execution of a Confirmation, (b) upon Buyer's issuance of a purchase order or other order referencing Seller's Offer or Confirmation, (c) upon Buyer's acceptance of delivery of Products or Services, or (d) if Buyer fails to object in writing within ten (10) days after the date of the Confirmation. Any objection shall be effective only if expressly accepted in a writing signed by an authorized officer of Seller.

All Documents, including Invoice – These Terms, together with the applicable Offer/Confirmation and any statement of work or service description issued by Seller (collectively, the "Agreement"), supersede all prior or contemporaneous written or oral statements and constitute the entire agreement between Buyer and Seller with respect to the subject matter hereof. No course of dealing, usage of trade, or course of performance shall modify these Terms. Seller may change these Terms from time to time and the version in effect on the date Seller accepts Buyer's order shall apply unless Seller states otherwise in writing.

Definitions –

"Products" means the hardware, equipment, printers, printer components, consumables, inks, fluids, and other tangible goods, as applicable, manufactured by Seller.

"Services" means the installation, maintenance, repair, training, support, and other services, as applicable, provided by Seller.

2. CANCELLATION AND MODIFICATION

Any agreement arising herefrom may be cancelled, rescheduled, or modified by Buyer only with the prior written consent of Seller. Orders for custom, configured, special-order, or discontinued Products are non-cancellable and non-returnable unless Seller expressly agrees otherwise in writing. If Seller permits cancellation or rescheduling, Buyer shall immediately pay Seller for all work performed and all costs incurred (including committed material, labor, and third-party charges), plus a reasonable administrative fee and any restocking fees determined by Seller. If Buyer fails to accept delivery when tendered, Seller may store the Products at Buyer's risk and expense and invoice Buyer for storage, insurance, and handling charges, and/or treat Buyer's failure as a cancellation subject to the foregoing charges. Upon modification of the terms and conditions hereof at Buyer's request, Buyer agrees to bear any additional costs as determined by Seller.

3. DELIVERY, TRANSPORTATION, AND ACCEPTANCE OF GOODS

Delivery dates quoted are estimates only and are subject to change. Seller shall have no liability for any delay in delivery or performance.

Unless otherwise agreed to in writing by Seller, shipment of Products shall be FOB (Seller's facility) Incoterms® 2020 (or, for domestic U.S. shipments, FOB shipping point), with freight and insurance at Buyer's expense. Buyer is responsible for filing any claims with carrier. Where Buyer furnishes special transportation instructions, Buyer agrees to bear all related expenses, including any special packaging or special handling charges..

4. FORCE MAJEURE

Seller shall not be liable for delays or failure in delivery of products or performance of services due to causes beyond Seller's reasonable control, including, but not limited to, acts of God, acts of Buyer, acts of civil or military authority, fires, floods, epidemics, pandemics, or public health emergencies, strikes or labor shortages, war, terrorism, civil unrest, supply chain disruptions, shortages or unavailability of labor, materials, components, utilities, transportation, or manufacturing capacity, cyber incidents, or any other cause that makes performance commercially impracticable. Seller's time for performance shall be extended for the period of delay plus a reasonable start-up period. Seller may allocate Products and materials among its customers in its discretion and may make partial deliveries/performance without liability. If a force majeure event continues for more than sixty (60) days, Seller may cancel the affected order(s) without liability upon written notice to Buyer.

5. PAYMENTS

Seller's standard payment terms are net thirty (30) days from the date of invoice unless otherwise amended in writing. Buyer shall make all payments in full, without setoff, counterclaim or deduction. All payments must be made in U.S. dollars. Amounts not paid when due are subject to a late payment service charge at a rate of (i) 1.5% per month (18% per annum), or (ii) the maximum rate permitted by law, whichever is less, plus all costs of collection, including, without limitation, reasonable attorneys' fees.

Buyer must notify Seller in writing of any dispute of an invoice within twenty (20) days of the invoice date, specifying the amount disputed and the basis for the dispute. Buyer shall timely pay all undisputed amounts. If Buyer fails to timely dispute an invoice, the invoice is deemed accepted. Buyer may not offset payments due against any claims or disputes with Seller.

If Seller determines, in its sole reasonable judgment, that Buyer's financial condition or payment history gives Seller reasonable grounds for insecurity, Seller may (a) require adequate assurance of performance, including advance payment and/or security, (b) change credit terms, (c) suspend production, shipment or performance, and/or (d) terminate these Terms upon written notice if adequate assurance is not provided within ten (10) days after Seller's demand. In addition, Seller may suspend performance if Buyer is past due on any invoice. In the event of bankruptcy or insolvency of Buyer or any proceeding by or against Buyer under bankruptcy/insolvency laws, Seller may terminate any order outstanding by written notice to Buyer and Seller may recover cancellation charges with respect thereto.

Title and right of possession to the products sold hereunder shall remain with Seller until all payments hereunder shall have been made in full in cash (and a purchase money security interest in the Products shall remain with Seller until Seller has received full payment), and Buyer agrees to do all acts necessary to maintain such title in Seller. Buyer authorizes Seller to file UCC financing statements and other documents Seller deems necessary to perfect and maintain Seller's security interest, and Buyer shall reasonably cooperate in executing such documents upon request.

6. RETURNS

Products may not be returned for credit or money without the prior written consent of Seller. Unless Seller otherwise agrees in writing, authorized returns must be shipped freight prepaid, in the original packaging (or equivalent), in like-new condition, and received by Seller within thirty (30) days after Seller's authorization is issued; COD returns are not accepted. Returns are subject to inspection and may be subject to restocking, refurbishment, and/or testing fees and other charges as determined by Seller; any credit will be issued, if at all, only after inspection and acceptance by Seller. Custom, configured, special-order, or discontinued Products are non-cancellable and non-returnable unless Seller expressly agrees otherwise in writing.

7. SERVICES

Services are provided, if at all, subject to Seller's availability and scheduling. Unless otherwise stated in writing, Services are billed at Seller's then-current rates, plus travel time, living expenses, out of pocket expenses, and commercial transportation costs. Seller may require a minimum service charge and/or advance payment. Buyer shall provide Seller reasonable access to Buyer's facilities, equipment, and personnel, and shall ensure the site is safe and ready for Seller's personnel to perform the Services. If Buyer cancels or reschedules Services with less than three (3) business days' notice, Buyer shall pay Seller for any nonrefundable costs and expenses incurred by Seller and a reasonable cancellation fee designated by Seller. Seller may, at its option, provide remote support and diagnostics, and Buyer shall reasonably cooperate (including providing connectivity and access) as required for such support.

8. FOOD PACKAGING APPLICATIONS

The use of Seller's ink products in food packaging applications is subject to important restrictions. Buyer is solely responsible for determining which regulatory requirements apply to its use of inks for food packaging and that such use complies with all applicable regulatory requirements. Such regulations include, in the United States, 21 CFR Parts 170-186 and, in the European Union ("EU"), Regulation (EC) No 1935/2004 and Regulation (EC) No 2023/2006.

Unless specifically stated by Seller in writing Seller's inks are not FDA-approved for contact with food and should not be used where such contact might reasonably be expected to occur, whether by off-set, migration or otherwise. Off-set may occur where the printed side of packaging material comes in contact with the food contact side, such as on a roll of film. Migration occurs when a component of an ink product, especially when not fully cured, passes through the packaging material to come in contact with the food. Given the risk of off-set or migration, non food grade inks should be used only either where there is an effective packaging barrier between the ink and the food or where Buyer has confirmed through appropriate testing that any migration is within regulatory limits.

9. TRADE AND ANTI-CORRUPTION COMPLIANCE

Sanctions Compliance – Buyer agrees to comply with applicable US law relating to the regulations of sanctions, including without limitation: (a) the US Department of the Treasury's Office of Foreign Assets Control in 31 CFR Parts 501 et seq., (b) the US Department of State, (c) executive orders authorizing or implementing economic sanctions, (d) any other financial, economic or trade sanctions laws enacted, imposed, administered or enforced from time to time by the US, and (e) similar sanctions compliance laws in the EU and any jurisdiction in which the Buyer operates. Buyer represents and warrants that it is not owned or controlled by: (w) any individual or entity that is identified on any sanctions list administered by the US, the EU, or any jurisdiction in which the Buyer operates ("an Embargoed Person"), (x) fifty percent (50%) or more in the aggregate by an Embargoed Person, (y) the government of a comprehensively sanctioned or embargoed jurisdiction (i.e., Cuba, Iran, Iraq, North Korea, Russia, Belarus, Syria, or the Donetsk, Luhansk, or Crimea Regions of Ukraine), or (z) is itself organized or registered in a comprehensively sanctioned or embargoed jurisdiction.

Import and Export Compliance – Buyer agrees to comply with applicable US law relating to the regulation of imports, exports, re-exports, transfers, releases, shipments, transmissions, including without limitation: (a) International Traffic in Arms Regulations in 22 CFR Parts 120 et seq., (b) Export Administration Regulations in 15 CFR Parts 730 et seq., (c) customs regulations set forth in Title 19 of the Code of Federal Regulations, (d) the antiboycott laws administered by the US Department of Commerce and the US Department of Treasury; and (e) similar trade compliance laws in the EU and any jurisdiction in which the Buyer operates. Buyer shall not, and shall not permit any third party to, use, transfer, export, or re-export any Products, Software, or Services in violation of applicable law, and Buyer shall, at its sole expense, obtain and maintain all authorizations, licenses, permits, and approvals required for Buyer's purchase, resale, transfer, export, re-export, or use of the Products, Software, and Services.

Anti-Corruption Compliance – Buyer agrees to comply with applicable US law relating to anti-bribery or anti-corruption ("Anti-Corruption Laws"), including without limitation the US Foreign Corrupt Practices Act of 1977, as amended, or similar anti-bribery or anti-corruption laws in the EU and any jurisdiction in which the Buyer operates. Buyer represents and warrants that it will not (a) use, offer, promise or authorize the use of any funds or anything of value for contributions, gifts or entertainment in violation of Anti-Corruption Laws, (b) make any payment to any foreign or domestic government official or employee or to any foreign or domestic political party, candidate, or campaign in violation of any Anti-Corruption Laws or make any other unlawful payment that is otherwise in violation of Anti-Corruption Laws, (c) have a director, officer, employee or holder of any financial interest in the Buyer that is a "foreign official", as defined under Anti-Corruption Laws.

Miscellaneous – Buyer agrees to support Seller's trade compliance obligations and timely provide Seller with trade-related information, including but not limited to any information requested about Buyer's ultimate beneficial owners. Buyer agrees to defend, indemnify, and hold harmless Seller for any claims arising out of Buyer's non-compliance or breach of this Section. Seller reserves the right to immediately terminate these Terms if Buyer violates any sanctions, import, or export compliance clauses in these Terms. This Section shall survive the termination or expiration of these Terms.

10. LIMITED WARRANTY

Seller Products and Services – Seller warrants that the Products sold hereunder will conform to Seller's specifications and will be free of defects in workmanship and materials for the number of months shown on the Warranty Schedule below for the applicable product group. Seller further warrants that it will carry out the Services provided hereunder with commercially reasonable care and skill. During the applicable warranty period, Seller will repair or replace (at Seller's discretion) with like items, at no charge to Buyer, all inoperable components provided such components are returned to Seller following Seller's standard return procedures. Warranty service during the applicable warranty period will be performed without charge to the Buyer during Seller's normal business hours. This warranty does not extend to claims that result, in Seller's judgment, from misuse, negligence, neglect, improper installation or maintenance, alterations or repairs performed by personnel not employed, trained or certified by Seller, or operation using printer supplies or other components **(including consumables and components not supplied by Seller)** which do not conform to, or are used in a manner inconsistent with, the product design.

WARRANTY SCHEDULE

New Products

THE WARRANTY ON ALL NEW PRODUCTS MANUFACTURED BY SELLER EXTENDS FOR TWELVE (12) MONTHS FROM DATE OF SHIPMENT FOR PARTS AND LABOR, EXCEPT AS FOLLOWS:

K Series, C Series , G Series, L Series, M Series & V Series Products:	Warranty excludes all cases of physical failures of print heads, nozzles, jetting or thermal assemblies and cartridges, with the exception of "out of the box" failure at time of installation.
Laser Tubes	Twenty-four (24) months from date of shipment (for parts only)
DP Print Head Module Component-Drop Generator	Six (6) months from date of shipment (for parts only)
Fluids - Ink, Make-up and Wash	Expiration Date
Previously Used Products	
Used, Demo and Refurbished Printers	Three (3) months from date of shipment
Services	
Post-Product Warranty Service	Fourteen (14) days from date of service

Seller Software – Software developed by Seller is licensed, not sold, by Seller to Buyer pursuant to the terms of the applicable software license included with, or presented upon installation of, such software.

Seller warrants that the media on which the software is recorded will be free of defects in workmanship and material under normal use for thirty (30) days from the date of shipment.

Seller warrants that any software developed by Seller will perform in substantial compliance with its specifications for a period of ninety (90) days from shipment. Seller does not warrant that the functions contained in the software will meet Buyer's requirements or operate in the combination that may be selected for use by Buyer, that the operation of the software will be uninterrupted or error-free or that all defects in the software will be corrected.

Third Party Products –Seller is not the manufacturer of any third party products supplied by Seller and makes no warranty with respect to such third party products, **which are provided by Seller "AS IS."** Notwithstanding the foregoing, to the extent permitted under applicable terms, Seller will pass through to Buyer any warranty or indemnity offered by the original manufacturer with respect to third party products. Repair or replacement, in whole or in part, of third party products which fail due to faulty manufacture or design is only available from the original manufacturer under its warranty terms, and Buyer's sole remedy for breach of any such warranty, to the extent available, shall be against the original third party manufacturer and not against Seller. Seller must be consulted to approve the return of products for replacement or repair under the original manufacturer's warranty.

Third Party Software – Third party software supplied by Seller is licensed, not sold, by the third party licensor thereof pursuant to the terms of the applicable software license included with, or presented upon installation of, such software. Seller is not the developer or licensor of such third party software and makes no warranty with respect to such third party software, **which is provided by Seller "AS IS."** Notwithstanding the foregoing, to the extent permitted under applicable terms, Seller will assign or pass through to Buyer any warranty or indemnity offered by the licensor with respect to such third party software. Warranty service due to defects in third party software or non-conformance of such software with applicable documentation is only available from the third party licensor under its warranty terms, and Buyer's sole remedy for breach of any such warranty, to the extent available, shall be against the third party licensor and not against Seller. In the event that the third party software causes Seller's products or software to fail to perform in substantial compliance with specifications, Seller's sole liability, and Buyer's sole remedy, shall be for Seller to use commercially reasonable efforts to attempt to provide Buyer with a workaround and assist Buyer in contacting the licensor for warranty service.

EXCEPT FOR THE ABOVE WARRANTY, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller shall have no obligation under the warranty unless (a) Seller receives written notice of the claim within thirty (30) days of Buyer discovering (or should have discovered) the facts giving rise to such claim, and (b) if requested by Seller, the applicable Product/component is returned to Seller in accordance with Seller's return procedures. Unless Seller agrees otherwise in writing, Buyer shall prepay freight to Seller for warranty evaluation and Seller will pay return freight for validated warranty claims within the continental United States.

11. EXCLUSIVE REMEDY

Seller's sole obligation and Buyer's exclusive remedy under the foregoing warranty will be limited, at Seller's sole option, to: (a) repairing or replacing Products made by Seller at Seller's facility; (b) re-performing the deficient Service; or (c) refunding the purchase price actually paid for the defective Product or the amount paid for the deficient Service. If Seller authorizes on-site service, Buyer shall pay Seller's then-current rates and expenses unless Seller expressly agrees otherwise in writing.

THE FOREGOING SHALL BE BUYER'S EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY OR FOR ANY IMPLIED WARRANTY OR OTHER OBLIGATION ARISING BY OPERATION OF LAW WITH RESPECT TO SELLER'S PRODUCTS AND SERVICES. WITHOUT LIMITING THE FOREGOING, SELLER MAKES NO WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCT OR SOFTWARE AND UNDERTAKES NO OBLIGATION TO CORRECT ANY DEFECT IN SUCH THIRD PARTY PRODUCT OR SOFTWARE. Seller's sole liability, and Buyer's sole remedy, with respect to such third party products and software shall be to make commercially reasonable efforts to assist Buyer in contacting the applicable third party manufacturer or licensor for warranty service.

12. LIMITATION OF LIABILITY

Seller's liability for any claim of any kind (whether based in contract, tort, strict liability, or otherwise), including negligence or breach of warranty, for any loss or damage resulting from, arising out of or connected with any contract arising hereunder, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any products or software covered hereby or provided hereunder, shall in no case exceed the purchase price theretofore paid by Buyer to Seller with respect to the products or software, or the amount theretofore paid for the services, that give rise to the claim. IN ANY EVENT, LIABILITY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OR REVENUE, LOSS

OF GOODWILL, LOSS OF USE, COST OF COVER, OR LOSS, CORRUPTION, OR RECOVERY OF DATA, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IS EXPRESSLY EXCLUDED.
Notwithstanding any other provision of these Terms, Seller shall have no liability whatsoever for any loss, damage, claim, or expense arising out of or relating to Buyer's modification, misuse, or improper integration of any Products into Buyer's products, systems, or processes, or any use of the Products in a manner not contemplated by Seller's documentation or specifications.

13. INTELLECTUAL PROPERTY; INFRINGEMENT
Seller shall defend any third party suit or proceeding brought against Buyer to the extent it is based on a claim that any Product manufactured by Seller and furnished hereunder infringes or violates a United States patent, provided that, Seller is notified by Buyer promptly in writing of such claim and given sole authority, and all information and assistance for the defense of such claim, and Seller shall pay all damages finally awarded therein against Buyer. In the event that Buyer's use of a Product provided hereunder is enjoined as a result of an infringement claim, Seller shall, at its own expense and at its option, either procure for Buyer the right to continue using such product, software or component, replace it with non-infringing comparable items, modify it so that it becomes non-infringing or repurchase such items at a repurchase price that shall be the original purchase price less depreciation from date of delivery and the transportation and installation costs thereof. The foregoing states the entire liability of Seller for patent infringement by any product or software, or any component thereof, and ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, IS EXPRESSLY EXCLUDED.

Seller's obligations under this Section 13 are expressly conditioned on and subject to Buyer: (a) promptly notifying Seller in writing of the claim (but in all events within fifteen (15) days following Buyer becoming aware of the claim); (b) granting Seller sole control of the defence and settlement of the claim; and (c) providing reasonable information and assistance to Seller in connection with the claim. Seller will have no obligation for any claim arising out of or relating to (i) Buyer's designs, specifications, instructions, or materials, (ii) modification of Products other than by Seller, (iii) combination with items not provided by Seller, (iv) Buyer's use not in accordance with Seller documentation or applicable law, or (v) use of any Product version other than the then-current unmodified version provided by Seller.
Buyer shall defend, indemnify, and hold Seller (and its affiliates, and Seller's and its affiliates' respective officers, directors, employees, agents, representatives, successors, and assigns) harmless from and against any claims, damages, losses, liabilities, settlements, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to (a) Seller's compliance with Buyer's designs, specifications, or instructions, (b) Buyer's modification or misuse of the Products or any Product, or (c) Buyer's combination of the Products or any Product with products, systems, software, or services not provided by Seller.

Except for the limited rights expressly granted in these Terms, no license or other right (whether by implication, estoppel, exhaustion, or otherwise) is granted under any patent, copyright, trademark, trade secret, or other intellectual property right of Seller or any third party.

14. PROPRIETARY RIGHTS
All inventions, discoveries, developments, work product, technical data, know-how, designs, processes, Software (including firmware), documentation, and other materials conceived, created, developed, or provided by Seller (whether alone or with Buyer) and all worldwide intellectual property and other proprietary rights therein or thereto are and shall remain the sole and exclusive property of Seller or its licensors. Subject to Buyer's full payment and continued compliance with these Terms, Seller grants Buyer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to use the software provided by Seller solely as embedded in or for the operation of the Products, in accordance with Seller's documentation, and solely for Buyer's internal business purposes. Buyer shall not (and shall not permit any third party to) reproduce, transmit, distribute, publicly perform, modify, translate, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas of any software, except to the extent such restriction is prohibited by applicable law. Any rights not expressly granted to Buyer under these Terms are reserved to and retained by Seller.

Seller may, from time to time, provide firmware or Software updates for the Products. Such updates may be delivered automatically or may require Buyer action to install. Buyer acknowledges that certain updates may be mandatory to maintain warranty coverage, ensure continued operation, address security vulnerabilities, or comply with applicable law. Seller shall have no liability for any issues arising from Buyer's failure to install mandatory updates. Buyer further acknowledges that updates may modify or limit the functionality of the Products, including compatibility with third-party supplies or components.

To the extent Buyer receives Seller's non-public information (including, without limitation, pricing, specifications, software and software code, and documentation), Buyer shall keep such information confidential and use it solely for purposes of performance under these Terms, and shall protect it using at least reasonable care. Buyer is solely responsible for the security of Buyer's systems, networks, and data, including any data processed, transmitted, or stored in connection with Buyer's use of Products or Services. If Seller provides remote access, Buyer shall implement reasonable security controls and shall be responsible for all actions taken using Buyer-provided credentials.

15. DATA SECURITY; PRIVACY. (a) Buyer shall not provide Seller any personally identifiable information or data, sensitive data, controlled technical information, protected health information, cardholder data, or other regulated data unless Seller expressly agrees in a writing signed by Seller, and then only to the minimum extent necessary to perform under these Terms and subject to any additional terms Seller requires (including a separate data processing addendum, if applicable); (b) Buyer is solely responsible for (i) the accuracy, quality, integrity, legality, reliability, and appropriateness of any data, files, or information Buyer (or its users) provide to Seller or that Buyer processes, transmits, or stores using the Products, software, or Services (collectively, "Buyer Data"), and (ii) obtaining all notices, consents, and authorizations required by applicable law for Buyer's provision and use of Buyer Data; (c) Buyer policies, supplier security requirements, privacy addenda, and similar flow-down terms (including audit rights, special security standards, or breach notification obligations) shall not apply unless Seller expressly agrees in a writing signed by an authorized officer of Seller; (d) Seller will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Seller-controlled systems used to perform Services from unauthorized access; however, Buyer acknowledges that no system can be made completely secure, and Seller does not warrant that the Products, software, Services, or any networks or systems will be free from vulnerabilities or unauthorized access; (e) if Seller provides remote support, monitoring, or diagnostics, Buyer shall (i) provide and maintain secure connectivity, (ii) implement access controls, multi-factor authentication where available, and least-privilege permissions, (iii) promptly disable credentials when no longer needed, and (iv) ensure its users do not share credentials. Buyer is responsible for any compromise of Buyer's credentials or environment and for the security consequences of Buyer's network configuration; (f) the Products, software, and Services may generate or transmit technical, diagnostic, support, device, operational, performance, and/or usage information, including, without limitation, log files, error reports, feature usage, configuration data, and device identifiers ("Telemetry Data"), for purposes of providing support, diagnostics, maintenance, security, and improving Seller's products and services. Telemetry Data does not include personally identifiable information or data, and Buyer shall not configure or use the Products, software, or Services in a manner that causes Telemetry Data to include personally identifiable information or data. To the extent Telemetry Data includes Buyer Data, Seller may process such information in de-identified and/or aggregated form, and such de-identified/aggregated data shall not be deemed to be Buyer Data. Seller may retain and use Telemetry Data and de-identified/aggregated data for the foregoing purposes and such data shall be owned by Seller; (g) if Seller becomes aware of a confirmed unauthorized access to Seller-controlled systems that results in unauthorized acquisition of Buyer Data in Seller's possession or control (a "Security Incident"), Seller will provide notice to Buyer without undue delay; provided that Seller may delay notice to the extent necessary to comply with law enforcement requests or to fully investigate, analyze, or mitigate harm. Seller's obligation is limited to notice and reasonable cooperation at Buyer's expense, and Seller shall have no obligation to provide notification regarding incidents attributable to Buyer's systems, Buyer's acts or omissions, or third-party systems, networks, or data not controlled by Seller; (h) Buyer shall reasonably cooperate with Seller's investigation, analysis, and mitigation of any Security Incident and shall reimburse Seller for Buyer-requested reports, forensic work, remediation assistance, or other efforts at Seller's then-current rates, costs, and expenses, unless the parties agree otherwise in writing; (i) unless otherwise required by law or Seller's data retention policies, Seller will, upon Buyer's written request, delete or return Buyer Data in Seller's possession or control after completion of the applicable Services; provided that Seller may retain copies as necessary for legal, regulatory, warranty, dispute, cybersecurity, or backup purposes and may retain de-identified and aggregated information that does not identify Buyer or any individual; (j) any audit, assessment, penetration test, or vulnerability scan relating to Seller or Seller systems is prohibited unless Seller provides prior written consent, and then only under Seller's scope, scheduling, and confidentiality requirements and at sole cost and Buyer's expense; (k) Buyer is solely responsible for determining and complying with all laws, rules, and regulations applicable to Buyer's use of the Products, software, and Services (including, without limitation, all privacy, data protection, cybersecurity, critical infrastructure, and sector-specific laws, rules, regulations, and requirements). Seller does not represent or warrant that the Products, software, or Services meet any specific regulatory, security, or privacy standard (including, without limitation, HIPAA, GLBA, PCI-DSS, or other standard) unless Seller expressly agrees in writing.

Where Buyer acquires Products and/or Services from Seller that include cloud-based or remote connectivity features (including, without limitation, remote monitoring, diagnostics, real-time data access, or performance analytics relating to Buyer's use of the Products) (collectively, "Cloud Services"), Buyer's use of such Cloud Services shall be subject at all times to Seller's then-current terms and conditions for Cloud Services, which may be provided separately or incorporated by reference. Seller may modify, suspend, or discontinue any Cloud Services, or any features or functionality thereof, at any time with or without notice. Buyer acknowledges that Cloud Services may require internet connectivity, and Seller shall have no liability for any interruption, delay, or unavailability of Cloud Services due to internet connectivity issues, third-party service providers, or other causes beyond Seller's reasonable control. Buyer shall comply with all applicable laws and Seller's policies regarding the use of Cloud Services, and shall not use Cloud Services in any manner that is unlawful, harmful, or interferes with other users or Seller's systems.

16. TAXES
Prices do not include sales, use, property, stamp, recording or other special taxes, levies or duties imposed by a governmental authority either directly or indirectly on the sale, transfer, installation or servicing of the products sold hereunder. Any such taxes or assessments of whatever nature will be promptly paid by Buyer or, if imposed on Seller, shall be invoiced to Buyer for prompt payment. If Buyer claims an exemption from taxation, Buyer must provide Seller valid exemption documentation in advance. If Buyer is required by law to withhold any tax from amounts due Seller, Buyer shall gross up the payment so that Seller receives the full amount it would have received absent such withholding, and Buyer shall promptly provide evidence of payment to the taxing authority.

17. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION
The parties to this order affirm their commitment to equal employment opportunity, to comply with all equal employment and affirmative action statutes and regulations and hereby agree as follows: The Equal Employment Opportunity Clause as set forth in Section 503 of Rehabilitation Act of 1973, as amended (41 CFR §60-741.4) and section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (41 CFR §60-250.4) are hereby incorporated by reference in and made a part of this order.

18. COMPLIANCE
Each party shall, at its own expense, (i) comply with all applicable laws, regulations, and governmental orders relating to its performance under these Terms, and (ii) maintain all necessary licenses, permits, and authorizations. Buyer must promptly notify Seller in writing of its or any of its officers' or directors' criminal conviction, debarment, indictment, information, notice of charges, or denial or revocation of eligibility to do business with any governmental entity.

19. LASER PRODUCTS
If Buyer's purchase of products includes a Class IV laser, Buyer represents that it (i) employs a Laser Safety Officer ("LSO"); (ii) has a safety compliance program that meets or exceeds the standards of ANSI Z136.1; and (iii) complies with OSHA Technical Manual Section III, Chapter 6. Buyer agrees to indemnify, defend, and hold harmless Seller and its parent, subsidiary, or related companies and their owners, directors, employees, agents, representatives, and consultants from any and all losses, expenses, damages, claims, expenses, suits, and other liabilities, including attorneys' fees and costs, arising out of or relating to (i) any bodily injury, death, property damage, or other damage or loss which may occur, directly or indirectly, relating to the use, operation, possession, or purchase of any laser products sold by Seller, (ii) any damages, fees, fines, or penalties arising from Buyer's use of the laser product in violation of any federal, state, local, or professional laws, codes, regulations, or requirements relating to the use, operation, possession, or purchase of any laser products sold by Seller and (iii) (a) any modification of the laser products by or on behalf of Buyer, (b) any misuse of the laser products by Buyer or its agents, employees, or representatives, or (c) any resale or transfer of the laser products to third parties after original delivery from Buyer to Seller.

20. FILTER SELECTION
Buyer acknowledges that certain Products may include filters ("Seller-Supplied Filters") for use with the Products or other equipment, including filters for use in the extraction of particulates and/or fumes arising from the use of the Products or such other equipment, which particulates and/or fumes may, in the absence of effective extraction, be harmful to persons. Buyer acknowledges and agrees that Buyer is solely responsible (to the entire exclusion of Seller) for determining which Seller-Supplied Filters are appropriate to use for extraction purposes in Buyer's particular operating environment and for the particular particulates or fumes arising or which may arise from Buyer's use of the Products or other equipment with the particular substrates and/or other materials chosen by Buyer. If Seller at any time indicates that any particular Seller-Supplied Filter may be appropriate for use with certain Products or equipment in conjunction with a particular type of substrate or other material, Buyer acknowledges and agrees that such indication, while made in good faith, is made without obligation or liability on the part of Seller, and it remains Buyer's sole responsibility (to the entire exclusion of Seller) to verify that such filter will be sufficiently effective at removing an adequate amount of the resulting particulates and/or fumes from Buyer's relevant operating environment to ensure that the working environment for Buyer's personnel is safe and that neither Buyer nor any other person is exposed to any potential liability as a result of the presence of such particulates and/or fumes.

21. THIRD-PARTY BENEFICIARIES
These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. No third party shall have any rights to enforce any provision of these Terms.

22. GENERAL
This Agreement shall be construed, interpreted and governed in all respects by the laws of the State of Illinois, without regard to conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any legal action arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Cook County, Illinois, and the parties irrevocably consent to such venue and personal jurisdiction.

Notwithstanding anything to the contrary set forth in these Terms, Seller does not accept and is not bound by any Buyer flow-down provisions, purchase orders, online or offline terms and conditions, supplier requirements, or contractual clauses unless Seller expressly agrees to them in a writing signed by an authorized officer of Seller.

Seller will comply with all applicable Federal, State and local laws necessary to be complied with in connection herewith and specifically represents that any products to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller will comply with all provisions required to be inserted in Buyer's purchase orders in accordance with the terms of any applicable Federal statute.

Buyer may not assign or delegate any rights or obligations under these Terms without Seller's prior written consent, and any attempted assignment without consent is void. Seller may assign these Terms in connection with a merger, acquisition, reorganization, change of control, sale of equity securities, sale of substantially all of Seller's assets, or other similar transaction without Buyer's consent. If Seller must take action to collect amounts due or enforce these Terms, Buyer shall pay Seller's reasonable costs and expenses of collection, including, without limitation attorneys' fees and costs. If any provision of these Terms is held to be unenforceable, the remaining provisions will remain in effect and the provision shall be enforced to the maximum extent permitted by applicable law. No waiver by Seller is effective unless in writing and signed by Seller, and any waiver is limited to the specific instance and shall not be construed as a continuing waiver. Headings in these Terms are for convenience only.

TERMS AND CONDITIONS REVISED 05/2026