



1. General. All transactions with AutomaTech, Inc. (the “Company”) for the purchase and sale of all products (the “Products”), software (the “Software”), and services (the “Services”) supplied by the Company to the customer (the “Customer”) named in the applicable quotation or proposal (the “Quote”) or acknowledgment provided to the Customer hereunder are governed by these terms and conditions of sale (the “Terms and Conditions”). Unless the context requires otherwise, references herein to Products include Software. These Terms and Conditions are hereby incorporated as part of each purchase order from Customer for the purchase of Products or Services (“Order”). Any Order that includes different or additional terms that may vary from these Terms and Conditions is objected to and disallowed. An Order is deemed by the Company to be an offer to purchase, which the Company may accept or reject in its sole discretion, and such acceptance is expressly conditioned on Customer’s assent solely to these Terms and Conditions. If the Company’s Quote is deemed to constitute an offer, it may be accepted by Customer only on these Terms and Conditions, and Customer’s acceptance is expressly conditioned on Customer’s assent solely to these Terms and Conditions. Acceptance of any part of the Products or Services covered hereunder shall be deemed to constitute such assent. Unless otherwise specified in writing, the Quote shall expire thirty (30) days from the date thereof. Any minimum order threshold shall be determined by the applicable manufacturer of the Products. Customer agrees to provide credit references upon the Company’s request before any Order is accepted, and the Company shall have no liability with respect to any Order until and unless such Order is accepted by the Company.

2. Prices; Payment Terms.

2.1 Unless otherwise agreed by the Company in writing, the purchase price for Products and Services (“Price[s]”) shall be set out in the applicable Quote. Prices exclude sales, use, excise, property, import, export, and other taxes that may be levied on the transaction by any local, state, federal,

or foreign governmental authority, all of which shall be the responsibility of Customer; it has been assumed that Customer shall provide a tax exemption certificate where applicable. Prices are subject to change in the event of any material increase in the costs of energy or raw materials between the date of the Order and the date of shipment. Prices are also subject to change or adjustment if the imposition of new tariffs, duties, taxes, or similar charges, or the increase in existing tariffs, duties, or charges (collectively, “Tariff Changes”), results in an increase to the Company’s cost for the Products. The Company is not obligated to deliver the Products and/or Services until an agreement on a new Price has been reached. Customer’s purchase orders should reference the Company’s Quote number at the time of order; failure to do so may result in a price adjustment or refusal of acceptance. The Company reserves the right to correct pricing errors made by the Company, and Customer shall have the right to cancel the affected Order if Customer does not agree to the corrected pricing.

2.2 Unless otherwise set forth in the applicable Quote or Order, payment in full shall be made in United States currency net thirty (30) days from the date of invoice. Invoices shall be sent to the address specified in the Order. Should Customer dispute any invoice, Customer shall notify the Company of the nature of the dispute in writing within fifteen (15) days of the invoice date. If Customer does not notify the Company of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per these Terms and Conditions. Notwithstanding any dispute regarding an invoice, Customer shall timely pay the undisputed portion of the disputed invoice. Customer shall not debit, back charge, or set off any amounts owed to the Company, whether for returns, warranty claims, or any other reason, without the prior written consent of the Company.

2.3 If Customer is delinquent in its payment obligations, Customer shall pay, in addition to the delinquent payment, a late charge equal to the lesser of one and one-half percent (1.5%) per month or any part thereof or the highest applicable rate allowed by law on all such delinquent amounts, plus the Company’s attorneys’

fees and court costs incurred in connection with collection.

2.4 Customer acknowledges that the Company has the right to reassess Customer’s creditworthiness from time to time. Unless expressly prohibited by law, in the event there is a decline in Customer’s creditworthiness in the Company’s reasonable discretion, the Company may, upon fifteen (15) days’ written notice, revise the payment terms between the parties.

3. Delivery.

3.1 Unless otherwise agreed in writing by the parties, the Company shall deliver the Products to the Customer using the Company’s standard methods for packaging and shipping such Products. The Customer shall bear the costs of delivery of the Products and, unless otherwise agreed by the Company in writing, shall pay all insurance costs in connection with delivery and be responsible for filing claims with carriers for loss of, or damage to, Products in transit. Delivery terms are F.O.B. shipping point for destinations in the United States and Ex Works (Incoterms 2020) the Company’s facility or other point of shipment selected by the Company for destinations outside of the United States.

3.2 Software shall be deemed delivered upon the earlier of (a) the date the Software is made available to Customer for electronic download or access, (b) the date the applicable license keys, access credentials, or registration information are delivered or made available to Customer, or (c) the date any physical media containing the Software is delivered in accordance with Section 3.1.

3.3 Any specified delivery dates are approximate only and not guaranteed. The Company shall not be liable for any delays howsoever caused, nor can the delivery dates be made of the essence by any written notice or communication. Reasonable endeavors will be made to meet delivery dates, but the Company shall not be liable for any failure to do so, and any consequent right of Customer to repudiate the Order is expressly excluded.

3.4 In the event the Products arrive to the Customer damaged, the Customer must note such damages on the bill of lading issued by the carrier. If the Customer does not include a note regarding such damages on the bill of lading with the carrier, the

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Company shall not be liable for any such damages however caused.

3.5 The Company may, at its option and in its sole discretion, deliver the Products in one or more installments. If the Products are delivered or completed in installments, the Company shall be entitled to invoice for each installment as and when each installment is delivered or completed.

4. Transfer of Property; Risk of Loss.

The Company shall retain the right and title to the Products sold to the Customer until the Company receives payment in full for the Products. The Customer shall obtain the right and title to the Products upon payment to the Company of the full Price of the Products and any taxes, excise, or other charges. Notwithstanding the foregoing, all Software is licensed, not sold; title to Software shall not pass to Customer at any time, and Customer shall receive only those license rights granted by the applicable licensor as set forth in Section 9. The risk of loss, including, but not limited to, the risk of loss, theft, damage, or destruction of the Products, transfers to the Customer F.O.B. the Company's facility.

5. Inspection; Rejection of Products.

Except as set forth in Section 3.4, Customer shall have five (5) business days from the Company's delivery of Products at the destination point set forth in the applicable Order to inspect the Products and notify the Company of rejection of Products for non-conformity with the Order. Any notice of rejection must be in writing, identify the Order, and describe all non-conforming aspects of the Products. If Customer timely notifies the Company of any nonconforming Products, the Company shall, in its sole discretion, (a) replace such nonconforming Products with conforming Products, or (b) credit or refund the Price for such nonconforming Products, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Upon any express written instructions from the Company, Customer shall ship the nonconforming Products to the Company's facility from which such Products were originally shipped. If the Company exercises its option to replace nonconforming Products, the Company shall, after receiving Customer's shipment of nonconforming Products, ship to Customer, at Customer's expense and risk of loss, the replaced Products. Customer acknowledges and agrees that the remedies

set forth in this Section 5 are Customer's exclusive remedies for the delivery of nonconforming Products.

6. Returns.

Products may not be returned by Customer without a prior written Return Materials Authorization ("RMA") issued by the Company, and the return of Products may be subject to a restocking fee. All approved returns must be accompanied by the RMA at the time of return. All returned Products must be in original packaging, free of any markings, and suitable for resale, together with all manuals, accessories, and documentation. RMAs are valid for thirty (30) days from issuance unless otherwise agreed by the Company in writing. Return freight charges are the responsibility of the Customer. Credit will be issued after the return has been received, inspected, and deemed acceptable by the Company. Software may not be returned once the Software has been downloaded, accessed, or activated or the applicable license keys or access credentials have been delivered or made available to Customer. Special Orders, Custom Orders, and NCNR Orders (as described in Section 7) are not returnable.

7. Special Orders; Change Orders.

7.1 Special Orders, Custom Orders, and NCNR (Non-Cancelable, Non-Returnable) Orders are not cancellable and not returnable after such Orders are confirmed and accepted for processing. The Company will identify these types of Orders to Customer during the order confirmation process.

7.2 Customer may request that changes be made in the construction or design of Products to be specifically adapted for Customer's use. Any such request shall be subject to the Company's acceptance in its discretion. If the request is accepted by the Company, the Company will provide Customer with an adjusted Price, completion date, and shipping date. Upon acceptance of the adjustments by Customer, the Company will continue to work toward completion in accordance with the revised schedule.

8. Cancellation.

8.1 The Company may cancel an Order if Customer becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Customer under any state or federal law

relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors.

8.2 In the event Customer cancels an Order or a portion of an Order, the Company shall invoice Customer for material, labor, and restocking costs incurred by the Company as of the date of cancellation, and Customer shall pay such invoice within thirty (30) days after receipt of such invoice. Any postponement of a delivery of Products by Customer of more than ninety (90) days shall be deemed a cancellation of the Order and shall be subject to such cancellation charges. Orders described in Section 7.1 may not be cancelled.

9. Software License Terms.

9.1 All Software is provided to Customer under, and subject to, the license terms, end user license agreement, click-through agreement, or similar agreement of the applicable software publisher or licensor (each, a "EULA"). Customer's download, installation, activation, or use of any Software constitutes Customer's acceptance of, and agreement to be bound by, the applicable EULA. The Company agrees to pass through to Customer all licenses and rights granted by the applicable licensor, so long as such licensor does not prohibit such assignment or pass-through.

9.2 Except as expressly permitted by the applicable EULA, Customer shall not, and shall not permit any third party to, copy, modify, distribute, sublicense, rent, lease, or create derivative works of any Software, reverse engineer, decompile, or disassemble any Software, or remove or alter any proprietary rights notices contained in any Software.

9.3 Customer acknowledges that the Company is a distributor and reseller of the Software and is not the licensor of the Software. All warranty, maintenance, support, subscription, renewal, and indemnification obligations with respect to the Software are solely those of the applicable licensor as set forth in the applicable EULA, and Customer's remedies with respect to the Software shall be solely against the applicable licensor. Subscription and maintenance terms, including renewal pricing, are established by the applicable licensor and are subject to change by such licensor.

10. Services.

10.1 The Company shall perform the Services described in the applicable Quote, Order, or statement of work. Any services not expressly described therein are outside the scope of the Services and, if requested by Customer and agreed to by the Company, shall be subject to additional charges at the Company's then-current rates.

10.2 Customer shall, at no cost to the Company, provide the Company with timely access to Customer's facilities, equipment, systems, personnel, and information reasonably necessary for the performance of the Services, and shall maintain a safe working environment at any Customer site where Services are performed. The Company may suspend performance of Services, without liability, if the Company reasonably determines that site conditions are unsafe or noncompliant with applicable law. Any delay caused by Customer, including failure to provide access or site readiness, may result in an equitable adjustment to the schedule and charges for the Services.

11. Limited Warranty.

11.1 Warranty for Third-Party Products and Software – With respect to Products and parts not manufactured by the Company, and with respect to all Software, the Company agrees to pass through the applicable manufacturer's or licensor's warranty and any licenses, so long as such manufacturer or licensor does not prohibit such assignment. All warranties applicable to third-party Products and Software are solely those of the applicable manufacturer or licensor, and no representative of the Company is authorized to make any warranties, promises, or representations on behalf of any manufacturer or licensor, and none shall be binding on the Company.

11.2 Warranty for Company Products and Services – The Company warrants that equipment and parts manufactured by the Company and supplied hereunder will (a) for twelve (12) months from the date of delivery, be free from defects in design, workmanship, and materials; (b) be manufactured, sold, and delivered in compliance with all applicable state and federal laws; (c) not infringe the intellectual property rights of a third party; and (d) be free of all liens, security interests, and encumbrances. The Company warrants that all Services hereunder will be performed in a good, safe, and workmanlike manner, in

conformity with generally accepted industry standards, including applicable environmental, health, and safety laws, and that the Services will be free from defects in workmanship. The Company's sole obligation, and Customer's sole and exclusive remedy, under these warranties is repair or replacement of defective Products or parts and/or re-performance of defective Services. The Company will not be liable if the Products or Services have been exposed to (a) improper maintenance, repair, installation, packaging, transportation, storage, operation, or use; (b) corrosion, contamination, or negligence after shipment; (c) use of parts not manufactured or approved by the Company for use in the Products; or (d) normal wear and tear.

11.3 THE COMPANY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT ANY SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT ANY SOFTWARE WILL BE COMPATIBLE WITH CUSTOMER'S EXISTING HARDWARE, SOFTWARE, NETWORKS, OR SYSTEMS ENVIRONMENT. THE COMPANY MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, SOFTWARE, OR SERVICES (OR PARTS SUPPLIED IN CONNECTION WITH THE SERVICES), WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AND THE COMPANY SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

12. Safety. The Company is not responsible for the misuse or misapplication of the Products. The Company recommends and expects that the Products will be installed with proper safety devices applied if such devices have not been specifically included in the sale. Any failure of Customer to specifically request safety devices as part of the sale, or to install safety devices with the Products, shall be at Customer's own risk, and Customer agrees not to hold the Company liable for any claims against the Company by any person that directly or indirectly relate to the misuse or misapplication of the Products or any associated safety devices that have or have not been installed with the Products.

13. Indemnification. Customer agrees to indemnify, defend, and hold harmless the Company from and against all suits, actions, legal proceedings, claims, demands,

damages, costs, reasonable expenses, and attorneys' fees, to the extent caused by, or arising from, (i) injury to or death of any person or persons, or any damage to or loss of property, arising out of or caused by Customer's negligence, willful misconduct, or breach of these Terms and Conditions, or the sale or use of any product sold by Customer or its affiliates that incorporates any of the Products sold hereunder, other than to the extent resulting from a defect in such Products caused by the Company, and (ii) Customer's infringement of any third party's copyright, trade secret, patent, trademark, and/or trade name in connection with the manufacture or sale of Customer's products that incorporate the Products sold hereunder.

14. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, OPPORTUNITY, DATA, GOODWILL, OR USE OF ANY PROPERTY OR CAPITAL, WHETHER OR NOT BASED UPON THE COMPANY'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, OR ANY OTHER CAUSE OF ACTION ARISING, DIRECTLY OR INDIRECTLY, IN RESPECT OF THE PRODUCTS, SOFTWARE, OR SERVICES PURCHASED FROM THE COMPANY, OR THE USE OR FAILURE THEREOF, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE. THESE LIMITATIONS APPLY HOWEVER THE LOSS OR DAMAGE MAY BE CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR ANY INDEMNITY OBLIGATION. UNDER NO CIRCUMSTANCES SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH AN ORDER EXCEED THE AMOUNT PAID UNDER THE ORDER FOR THE PRODUCTS, SOFTWARE, AND SERVICES PROVIDED BY THE COMPANY.

15. Applicable Law; Forum.

15.1 The parties agree that, unless otherwise agreed in writing, these Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any

choice or conflict of law provision or rule. Customer agrees to comply with all legal requirements applicable to Customer.

15.2 Any legal suit, action, or proceeding arising out of or relating to an Order or these Terms and Conditions shall be instituted in the federal courts of the United States of America or the state courts of the Commonwealth of Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. No action in law or equity arising out of any Quote, Order, or these Terms and Conditions may be brought by Customer more than one (1) year after the cause of action has first arisen. The rights and obligations herein shall survive completion of the final payment under an Order.

16. Force Majeure. The Company shall neither be liable for loss, damage, detention, or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control, including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, pandemic, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes, cyberattacks, ransomware or malicious code attacks, or outages or service disruptions of third-party cloud providers, hosting platforms, or software infrastructure on which the Company's delivery of Software or Services depends. In the event of a delay due to any such cause, the date of delivery will be extended by a period equal to the delay plus a reasonable time to resume production.

17. Confidentiality. Any Quote provided by the Company (including any accompanying documents) contains information proprietary to the Company. No part of the Quote information may be reproduced or transmitted in any form without the prior written permission of the Company. Customer shall treat the details of the Quote, and any information made available in relation thereto, as private and confidential and shall not publish or disclose the same, or any particulars thereof (save as

may be required by law), without the previous consent of the Company; provided that nothing in this Section shall prevent the publication or disclosure of any such information that has come within the public domain otherwise than by breach of this Section or that is required to be disclosed by law.

18. Intellectual Property Rights.

18.1 Notwithstanding delivery of, and the passing of title in, any Products to Customer, nothing in these Terms and Conditions shall have the effect of granting or transferring to, or vesting in, Customer any intellectual property rights in or to any Product, Software, or Service.

18.2 Customer shall not copy or distribute any drawings, designs, specifications, information, or documentation received from the Company in connection with any Order, and shall not reverse engineer or disassemble any product, sample, or prototype received from the Company in connection with any Order, without the Company's prior written permission. All such materials shall remain the property of the Company.

19. Security Interest. To secure Customer's prompt and complete payment and performance of any and all present and future indebtedness, obligations, and liabilities of Customer to the Company, Customer hereby grants to the Company a purchase money security interest in all Products purchased hereunder by Customer from the Company, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Customer hereby authorizes the Company to file Uniform Commercial Code financing statements, amendments, and continuation statements in connection therewith and to take all other actions the Company deems necessary or desirable to evidence the Company's security interest in such Products, and to perfect, maintain, protect, and foreclose on the security interest granted herein.

20. Assignment. Customer shall not assign an Order without the prior written consent of the Company, and any purported assignment shall be void. The Company may assign an Order and its rights and obligations

in connection therewith at any time without notice to the Customer.

21. Export Control Laws. The Products and Software may be subject to certain Export Control Laws. Customer agrees to comply with all applicable Export Control Laws. Customer has obtained and will comply with, as applicable, all material licenses, agreements, authorizations, license exceptions, or exemptions required for Customer's sale, resale, export, or other disposition of the Products and Software. Customer agrees to indemnify, defend, and hold harmless the Company from, or in connection with, any violation of this Section by Customer, its employees, agents, or customers. "Export Control Laws" means all laws and executive orders of any governmental entity relating to the import or export of goods, software, technology, or services or trading embargoes or other trading restrictions, including without limitation, the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act, the Export Administration Regulations, the International Emergency Economic Powers Act, and executive orders and regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, and comparable foreign laws.

22. Waiver. No waiver by the Company of any breach of these Terms and Conditions by Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. Severability. If any provision or portion of these Terms and Conditions shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of these Terms and Conditions shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

24. Entire Agreement. These Terms and Conditions and any accompanying Quote, acknowledgment, or invoice from the Company constitute the entire agreement between the parties and supersede any and all prior or contemporaneous oral or written representations, understandings, agreements, or communications between the parties concerning the subject matter hereof.