

These terms and conditions (Terms), and any proposal, price list or schedule, quotation, or acknowledgement, and all documents incorporated by reference therein (collectively, the Proposal), bind Experitex, Inc. (Supplier) and the buyer (Buyer).

**1. Acceptance:** Acceptance of this Agreement by Buyer within 30 days of the date hereof (or such longer period as Supplier shall, in its sole discretion, agree to in writing) creates a contract between Supplier and Buyer for the performance of Services and the sale of Goods, exclusively subject to these Terms. By accepting this Agreement within the requisite time period, Buyer agrees to accept all of the Terms. To the extent Buyer's purchase order or any other statement of Buyer contains any terms or conditions in addition to or different from the Terms (Other Terms), such Other Terms are hereby rejected by Supplier and hereby waived by Buyer and such Other Terms shall not apply to this Agreement nor be binding upon Supplier absent an express written statement by Supplier to the contrary. This Agreement constitutes the entire agreement and understanding between the parties with respect to the Services and the delivery of the Goods and supersedes any other negotiations, agreements and representations between the parties, written or oral, with respect to the Services or Goods. No modification of this agreement shall be of any force or effect unless in writing and signed by Supplier. **IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND THE PROPOSAL, THE TERMS OF THE PROPOSAL SHALL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN ANY CHANGE ORDER AND THESE TERMS OR THE PROPOSAL, THE TERMS OF THE CHANGE ORDER SHALL GOVERN.**

**2. Price:** Unless otherwise specified by Supplier, Supplier's price for the Goods and/or Services (Price) shall remain in effect for thirty (30) days after the date of Supplier's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Supplier's standard order processing procedures is received and accepted by Supplier within such time period. If such authorization is not received by Supplier within thirty (30) day period, Supplier shall have the right to change the Price. Price for Goods does not cover storing, installing, starting up or maintaining Goods unless expressly stated in Supplier's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Supplier, but manufactured by others, shall be Supplier's price in effect at the time of shipment to Buyer.

**3. Scheduling:** All delivery periods and dates stated in the Proposal are approximate and will be subject to Buyer availability. Buyer's timely delivery of information described in the Proposal or otherwise requested by Supplier, the accuracy of such information, unforeseen design issues, design changes and modifications requested by Buyer pursuant to Change Orders, and other matters which generally effect product choice or product design services. Supplier shall have no liability to Buyer or any other party for any loss or damage arising out of any Service or Good which is provided later than designated in the Proposal.

**4. Delivery:** All shipping dates are approximate and are based upon Supplier's prompt receipt of all necessary information from Buyer to properly process the order. Unless otherwise provided, Supplier will select the method of transportation and delivery for Goods. Payment for delivery will either be freight collect or prepaid by Supplier and charged to Buyer as a separate item on the invoice. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, legal title to the Goods and risk of loss hereto shall simultaneously transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer's sole remedy for lost Goods, damage caused during shipment or any delay attributable to shipment shall be an action against the carrier. Buyer agrees to hold Supplier harmless against any and all penalties, claims, demands, losses, causes of action, suits, judgments, costs and expenses, including reasonable attorneys' fees, of whatever nature arising out of or in connection with the shipment of Goods.

**5. Documentation:** Supplier shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Supplier, they shall be provided to Buyer at Supplier's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Supplier.

**6. Force Majeure:** Neither party is liable for non-performance or delay due to circumstances or causes beyond its reasonable control, including but not limited to acts of God; war, armed conflict; terrorism; fire; flood; accident; weather; failure or interruption of public and private computer or telecommunication systems, networks, and infrastructure; Cyber Attacks; sabotage; strikes or labor disputes; civil disturbances or riots; epidemics or pandemics; governmental decisions, requests, restrictions, Law (including the denial, failure to issue or loss of export licenses); unavailability of or delays in transport; or shortage of materials or parts.

**7. Normal Working Hours – Emergency Calls:** Supplier service personnel will travel to and from their respective offices to the job site during normal working hours only. Any such travel outside normal working hours shall be billed at the applicable overtime rate. All maintenance tasks and non-emergency repair or replacement will be performed during Supplier's normal working hours. Supplier may charge the Buyer for emergency calls made at the Buyer's request where no defect is found.

**8. Change Orders:** In the event that Buyer requests any modifications to the Services or to the type or number of Goods, Supplier shall prepare and deliver to Buyer in writing an order describing such modifications and changes in the Services and/or Goods necessary to effect such modifications (a "Change Order"). The Change Order will also set forth the change in Price related to the Change Order and an estimate of the revised schedule for completion of the Services and delivery of the Goods. A Change Order is not effective until agreed in writing by Supplier. The execution of a Change Order by Buyer shall constitute authorization from Buyer for Supplier to proceed with the Services and delivery of the Goods as modified by the Change Order and Buyer's consent to the increase or decrease in the Price and the revised schedule set forth in the Change Order.

**9. Termination and Suspension by Buyer:** Buyer may return, terminate or suspend its order for any or all of the Goods or Services covered by the Agreement only upon Supplier's written consent or pursuant to Supplier's applicable policy or practices covering such termination or suspension. Should Buyer request modification, return, termination or suspension, Supplier is entitled to payment for all costs and expenses incurred for work, materials, and Goods rendered unnecessary or unusable. Additionally any return of Goods is subject to a minimum of a 25% restocking charge. Supplier may, at Supplier's sole discretion, terminate the Agreement without liability to Buyer if Buyer (i) fails to meet its obligations identified in the Agreement or these terms and conditions, (ii) becomes insolvent or bankrupt, or (iii) withdraws such quantity, models or types of equipment on which services are performed and, Supplier, in its reasonable judgment, determines that it is no longer economically reasonable for Supplier to continue to provide service to the remaining equipment based upon the then current pricing and contractual terms.

#### 10. Limited Warranty:

10.1 Subject to the limitations contained in Section 12 and except as otherwise expressly provided herein, the only warranty provided by Supplier for the sale of Goods are those provided by the manufacturers of the Goods to the extent such warranties may be assigned. **Supplier warrants that: (a) Supplier will transfer title to the Goods (excluding Software and Firmware) to Buyer under Clause 17; (b) Goods, Documentation and Services will conform with the Specification; (c) Goods made by Supplier or its Affiliates will, under normal use and care, be free from defects in materials or workmanship; (d) Supplier and its Affiliates' Personnel delivering Services are trained and will use reasonable skill and care.**

10.2 **Warranty Periods.** Unless otherwise specified by Supplier, the warranties in Clause 10.1 apply as follows: (a) Goods: until the earlier of 12 months from the first installation or 18 months from delivery (b) Services: for 90 days from completion of the Services; (c) Goods repaired, replacement items and Services re-performed: from delivery of the replacement or completion of the repair or re-performance, for 90 days or until the end of the original warranty period (if later).

10.3 **Warranty Procedure.** Clause 10.3 applies if, within the warranty period, Buyer discovers any non-conformity with a warranty in Clause 10.1, tells Supplier in writing and, in the case of Goods, returns the non-conforming items at Buyer's cost, freight and insurance pre-paid, to the repair facility chosen by Supplier. Where this Clause applies, Supplier will (a) correct any non-conforming documents and Services; or (b) repair or replace non-conforming Goods FCA (Incoterms® 2010) at the repair location or (c) instead refund the price of the non-conforming item.

10.4 **Exclusions from Warranty.** (a) The warranties in Clause 10.1(b), (c) and (d) exclude and Buyer will pay the cost of all repairs and replacements caused by any of the following: normal wear and use; inadequate maintenance; unsuitable power sources or environmental conditions; improper handling, storage, installation, or operation; misuse or accident caused by anybody except Supplier; a modification or repair not approved by Supplier in writing; materials or workmanship made, provided or specified by Buyer; contamination; the use of unapproved parts, firmware or software; Cyber Attack; any other cause not the fault of Supplier. (b) Supplier will not pay any costs relating to non-compliance with a warranty in Clause 10.1, except where agreed in writing in advance. Unless accepted in writing by Supplier, Buyer will pay (i) all costs of dismantling, freight, reinstallation and the time and expenses of Supplier Personnel for travel under Clause 10 and (ii) all costs incurred by Supplier in correcting nonconformities for which Supplier is not responsible under Clause 10 and in examining items that comply with the warranties in Clause 10.1. (c) If Supplier relies on wrong or incomplete information supplied by Buyer, all warranties are void unless Supplier agrees otherwise in writing. (d) Buyer alone is responsible for the selection, maintenance and use of the Goods. (e) Resale Products carry only the warranty given by the original manufacturer. Supplier has no liability for Resale Products beyond making a reasonable commercial effort to arrange procurement and shipping of the Resale Products.

10.5 **Disclaimer.** The limited warranties set out in this Clause 10 are the only warranties made by Supplier and can be changed only with Supplier's signed written agreement. **THE WARRANTIES AND REMEDIES IN CLAUSE 10 ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANYTHING ELSE FOR ANY OF THE GOODS, DOCUMENTATION OR SERVICES.**

**11. Indemnification:** Subject to the limitations contained in Section 12 Buyer shall indemnify and hold Supplier harmless from loss, damage, liability or expense (including reasonable attorney's fees) resulting from damage to property, or injuries, including death, to the extent caused by a negligent act or omission of the Buyer, its agents or employees. Such indemnification shall be reduced to the extent attributable to others. The indemnification obligations under this section shall survive the termination or expiration of an order or contract between the parties.

**12. Limitation of Remedy and Liability: SUPPLIER AND ITS AFFILIATES WILL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER STATED IN THIS CONTRACT ARE EXCLUSIVE. REGARDLESS OF THE TYPE OF THE CLAIM (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SUPPLIER'S AND ITS AFFILIATES' LIABILITY TO BUYER AND ITS AFFILIATES WILL NEVER EXCEED THE CONTRACT PRICE. NEITHER PARTY WILL EVER BE LIABLE FOR (A) DAMAGES FOR LOSS OR CORRUPTION OF DATA OR CYBER ATTACKS, OR (B) INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. "CONSEQUENTIAL DAMAGES" INCLUDE BUT ARE NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, REPLACEMENT PRODUCT AND CLAIMS OF EACH PARTY'S AFFILIATES. No action, regardless of form, relating to this Contract, may be brought more than 2 years after the claim arose.**

**13. Patents:** The Supplier does not warrant that the Buyer shall be free from any rightful claim of third persons for patent infringement except to such extent as it passes on the manufacturer's warranty regarding patents that it receives with the purchase of Goods to the extent such warranty may be assigned. Supplier will not be liable for infringement, and Buyer will indemnify Supplier, if: (a) Supplier did not design the Goods or did not design the Goods for use in the way or for the purpose that infringed intellectual property right; or (b) Buyer caused the Goods to become infringing.

**14. Taxes:** Any tax or governmental charge payable by the Supplier because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Supplier's option be billed to and paid by Buyer unless the Buyer provides Supplier with a tax exemption certificate acceptable to Supplier and the taxing authority. The foregoing shall not apply to taxes based upon Supplier's net income.

**15. Terms of Payment:** Unless otherwise agreed by Supplier, terms are F.O.B. shipping point, net 30 days from date of Supplier's invoice. Freight charges may include shipping and handling charges, which Buyer shall pay at Supplier's then current rates. Buyer will pay Supplier the full amount set forth on the invoice without set-off, counterclaim, withholding or discount. Buyer waives the right to dispute any invoice unless Buyer tells Supplier of the dispute within 14 days from the invoice date. If any payment owed to Supplier hereunder is not paid when due, it shall bear interest at the rate of 1.5% monthly. Supplier shall have the right, among other remedies and without waiving any claims or incurring any liability, to defer shipments, to terminate the Agreement, to suspend further work in progress under this and/or other agreements with Buyer, and to require security in the event Buyer fails to make any payment hereunder when due. Buyer shall pay all expenses (including attorney's fees) incurred by Supplier in collecting late payments, up to the maximum amounts permitted by Law.

**16. Security Interest:** Supplier hereby reserves to itself and Buyer further grants unto Supplier a security interest in and to all Goods to be shipped to the Buyer hereunder, and the proceeds thereof, to secure to Supplier the full payment of the purchase price. Buyer agrees, upon Supplier's request, to execute such UCC financing statements reflecting Supplier's security interest. No Goods furnished by Supplier shall become a fixture by reason of being attached to real estate. Buyer's failure to pay any amounts when due shall give Supplier the right to possession and removal of or to render unusable the equipment.

**17. Software and Firmware:** Notwithstanding any other provision herein to the contrary, Supplier or applicable third party owner shall retain exclusive title to its respective firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware incorporated into the Goods. Buyer's use of certain firmware (as specified by Supplier) and all other software shall be governed exclusively by Supplier's and/or third party owner's applicable license terms.

**18. Buyer Supplied Data:** To the extent Supplier has relied upon any specifications, information, representation of operating conditions, or other data or information supplied by Buyer to Supplier in the selection or design of the Goods and the preparation of Supplier's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

**19. Hiring of Employees:** Buyer agrees that during the execution of the Services by Supplier, and for a period of twelve (12) months after completion of the Services, Buyer will not directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company, or any other entity (a) solicit, encourage or have contact with any of Supplier's employees for the purpose of encouraging them to end their employment with Supplier; (b) hire any employee of Supplier; (c) solicit, encourage or have contact with any of Supplier's contractors or their employees for the purpose of encouraging them to end their relationship with Supplier; or (d) hire any Supplier contractor or employee of a Supplier contractor. If Buyer breaches this Section 19, in addition to any and all other remedies available to Supplier in law or in equity, Buyer shall pay as damages, and not as a penalty, \$125,000 for each breach. In addition, Buyer agrees that in the event Supplier institutes or becomes involved in any action to enforce or defend this Section 19, Supplier shall be entitled to recover from the Buyer its reasonable attorney's fees and costs related to such action.

**20. Relationship of the Parties:** The relationship of the parties shall be that of independent contractors and not as partners or joint ventures. Each party is, and is intended to be, engaged in its own and entirely separate business.

**21. Buyer Responsibilities:** Buyer shall provide Supplier ready access to the site where services are to be performed and adequate workspace and facilities to perform same as provided in these terms and conditions. Buyer agrees to allow Supplier to stop and start equipment as necessary to fulfill the terms of the Agreement. Buyer shall not require Supplier or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Buyer shall inform Supplier, in writing, at the time of order placement, of any known hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos containing materials, and shall provide Supplier with any applicable Material Data Safety Sheets regarding same. Buyer shall reimburse Supplier for any losses, costs, damages, claims and expenses incurred by Supplier as a result of Buyer's failure to so advise Supplier. Buyer's personnel shall cooperate with and provide all necessary assistance to Supplier. Supplier shall not be liable or responsible for any work performed by Buyer.

**22. Notices:** All notices and other communications given hereunder shall be in writing and deemed to have been given when (i) personally delivered, (ii) one business day after delivery to a nationally recognized overnight courier service, (iii) upon the written confirmation of receipt following the transmission of a teletype or (iv) three days after being mailed by certified mail, postage prepaid. Notices shall be sent to the addresses of Supplier or Buyer as set forth in the Proposal or to such other addresses as either party may request by notice given in accordance with this paragraph.

**23. General Provisions:** (a) Buyer shall not assign its rights or obligations under the Agreement without Supplier's prior written consent (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two (2) years after the cause of action as accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Supplier. (e) The Agreement is formed and shall be construed, performed, and enforced under the laws of the State of Missouri. (f) **UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SUPPLIER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS.** Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Supplier from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Supplier's liability is based on negligence or strict liability. (g) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed omitted without affecting the validity of the remainder of the Agreement (h) Any failure by either party to enforce any provision of this agreement or of any order shall not constitute a waiver of the provisions or prejudice the right of either party to enforce the provision at any subsequent time.

#### 24. Definitions: In These Terms:

**Cyber Attack** means cyber attack, intrusion attempt, unauthorized third-party access, and other malicious activity.

**Goods** are the goods Supplier must supply under this Agreement.

**Law** is applicable law, including statutory rules and regulations, decrees, directives, orders, by-laws and ordinances having the force of law.

**Services** are any services Supplier must perform under this Agreement.