

# TERMS AND CONDITIONS OF SALE

## SELLER

Effective August 1, 2025

1. **SELLER:** JWV LLC, a Rhode Island limited liability company, doing business as JWV Solutions and its divisions, subsidiaries and business segment groups (referred to as "SELLER") in this TERMS AND CONDITIONS OF SALE.
2. **BUYER:** The legal entity which has issued a purchase order (referred to as "BUYER") or other written document requesting provision, for a price and/or fee, goods and/or services (referred to as "PRODUCTS").
3. **GOODS AND SERVICES:** PRODUCTS offered by SELLER are specified and communicated through documents including formal quotations and other formal proposals. Such documents will, as appropriate to the transaction, include identification, relevant features, quantity, price, payment terms, and all other applicable information required to quantify the goods and services.
4. **THE CONTRACT:** Terms of sale, delivery, warranty, guarantee, liability, and resolution of disputes are based, in order of precedence, on the following documents collectively considered the "CONTRACT":
  1. Negotiated agreement
  2. SELLER quotation or other formal proposal
  3. TERMS AND CONDITIONS OF SALE

The BUYER's issuance of a purchase order, or other written documentation, confirms BUYER's unconditional acceptance of the CONTRACT. Any provision in the BUYER's purchase order, or other documents issued by BUYER, which conflicts with or add to the CONTRACT are hereby rejected unless previously documented in a negotiated agreement with specific reference to the elements of these TERMS AND CONDITIONS OF SALE that are superseded.

BUYER may cancel an order for standard PRODUCT(s) only if a written cancellation request is submitted to SELLER before shipment and SELLER provides written approval.

BUYER may cancel an order for make-to-order or custom PRODUCT(s) only with SELLER's prior written approval, and only if a written cancellation request is submitted before shipment. If cancellation is approved, BUYER is responsible for all costs incurred to date, including raw materials, tooling, engineering, administrative fees, restocking, and other direct or indirect production expenses.

Returns of standard, non-perishable, PRODUCT(s) are allowed only with SELLER's prior written approval, which may be granted at its sole discretion, and only if a written return request is submitted before the return. Consumable PRODUCT(s) is/are returnable only in unopened packaging.

Custom PRODUCTS are non-returnable under any circumstance except for warranty-related returns.

For any approved and accepted return, BUYER will be responsible for all return shipping associated costs and a restocking and administrative fee equal to the greater of (a) USD 20 (or local currency equivalent), or (b) 25% of the original purchase price (with no cap). All returned PRODUCT(s) must be unused, undamaged, complete, and in their original packaging. BUYER must also follow all reasonable return instructions provided by SELLER. If returned PRODUCT(s) is/are not received in a resaleable condition, the return will be rejected in whole or in part.

5. **PRICE and PAYMENT TERMS:** Subject to credit approval by SELLER, terms of payment are net thirty (30) days after the date of shipment. Prices are firm and do not include any taxes, duties, insurance, or other charges for special packaging and handling unless otherwise specifically agreed to by SELLER in a previously documented agreement. BUYER shall pay such charges if any such charges are assessed to SELLER. BUYER will indemnify and hold SELLER harmless from all such charges. Applicable taxes may be collected by SELLER from BUYER. BUYER may provide SELLER with a tax exemption certificate acceptable to the relevant taxing authorities.

BUYER may not offset the invoiced amount by any claim against SELLER, including any claim for PRODUCTS returned by BUYER for repair or correction of defects. If BUYER delays shipment, the payment due date will be based on the date SELLER is prepared to make shipment, and PRODUCTS held for BUYER shall be held at BUYER's expense and risk of loss.

SELLER retains a security interest in the PRODUCTS until full payment of all amounts owed by BUYER to SELLER. Invoices covering production tooling, engineering prototypes, software and other custom PRODUCTS do not convey title to BUYER.

If SELLER has reasonable grounds for concern regarding the BUYER's fulfillment of payment obligations, SELLER has the right to require BUYER to provide credit support in the amount, form and for a duration reasonably acceptable to SELLER, which may include a letter of credit, a prepayment, or a guaranty. If BUYER fails to provide and maintain such credit support, SELLER may terminate or suspend the CONTRACT with immediate effect upon written notice to BUYER.

If a change in law, regulation, or political conditions causes a material increase in the cost of a PRODUCT or its components or raw materials, SELLER may adjust the PRODUCT price accordingly. This includes PRODUCTS already under accepted purchase orders but not yet delivered. Any price adjustment will reflect only the direct increased costs and will not include additional markup or profit.

6. **PACKAGING AND SHIPMENT:** PRODUCTS will be packaged according to standard commercial practices for domestic and international shipments at no additional cost to BUYER. Any non-standard, special or custom packaging requested by BUYER may incur additional charges. BUYER is responsible for all shipping associated costs. If no specific shipping instructions are provided, SELLER will choose the carrier. When applicable, BUYER is responsible for arranging ocean freight and marine insurance.
7. **DELIVERY:** All delivery dates provided by SELLER are estimates only. While SELLER will make commercially reasonable efforts to meet these dates, it shall not be liable for any delay or failure to perform due to causes beyond its reasonable control. Such causes may include, but are not limited to, labor disputes, natural disasters, transportation issues, regulatory changes, government policy, material shortages, equipment failures, or delays caused by the BUYER. In the event of a delay, delivery timelines and other affected terms will be adjusted as necessary.
8. **WARRANTY:** Unless superseded in a negotiated CONTRACT or applicable supplemental conditions of sale, SELLER warrants to BUYER that PRODUCTS will be free from defects in material and workmanship, provided PRODUCTS are installed, used and maintained in accordance with all installation, operating, maintenance, storage and other instruction and guidance. Such instruction and guidance does not constitute establishment of fitness for use. PRODUCT failures caused by accident, negligence, abuse, and misuse of PRODUCTS are outside the scope of warranty coverage. Misuse includes failure by the BUYER to adequately verify fitness for use of the PRODUCT both in design intent and through practical application testing. The warranty period is specified in each PRODUCT's specification documentation and/or CONTRACT.

The above warranty does not apply to any alleged defects or failures of PRODUCTS resulting in whole or in part from:

1. BUYER supplied specifications, drawings, designs and/or other documents
2. BUYER specified or sourced materials
3. unapproved alteration, modification or repair to PRODUCTS including, but not limited to, using unapproved replacement parts
4. normal wear and tear of consumable/wear PRODUCTS
5. damage after date of shipment not directly related to defects in material or workmanship

SELLER shall have no responsibility or liability under this warranty if the total price for PRODUCTS has not been paid by the payment due date. If SELLER provides services in response to a warranty claim that is determined not to be covered by this warranty, SELLER may invoice BUYER for the cost of such services at SELLER's prevailing rates, plus reasonable travel costs, and BUYER will pay in full within thirty (30) days after the invoice date.

BUYER must notify SELLER of any alleged warranty breach within thirty (30) days of when the issue was discovered or reasonably should have been discovered. SELLER's sole obligation will be, at its option, to modify, adjust, repair, or replace the PRODUCT, re-perform the services, or refund the purchase price.

After the warranty period, SELLER may discontinue PRODUCTS and/or their spare and replacement parts without notice or obligation to stock or supply them.

Title and risk of loss or damage to PRODUCTS shall be defined by the shipment terms quoted to BUYER or, in the absence of such terms, title and risk of loss or damage to PRODUCTS shall be defined by INCOTERMS EXW. Unless agreed to in writing by SELLER, SELLER will not obtain insurance for BUYER.

SELLER is not registered as a Treatment, Storage and Disposal Facility and will not accept return of any PRODUCTS, for any reason (including non-compliance with warranty), that have been used or that have been contaminated by any fluid, biohazard or other hazardous materials. In the case of PRODUCTS to be repaired, the returned PRODUCTS must be completely clean and free of contamination. If incoming inspection determines that there is evidence of contamination on any PRODUCT, the PRODUCT will be immediately returned to the shipper or disposed of by SELLER without credit to BUYER. If disposal is required by SELLER, complete disposal charges will be billed back to the BUYER.

9. **PROPRIETARY INFORMATION:** BUYER agrees to keep all confidential or proprietary information disclosed by SELLER—including specifications, drawings, software, designs, reports, manuals, models, and similar materials—in strict confidence, whether or not marked as confidential. Such information may only be used to fulfill BUYER's obligations under the CONTRACT and may not be copied, disclosed, or used for any other purpose without SELLER's written consent.

BUYER must protect this information with at least the same level of care it uses for their own confidential information, and in no case less than reasonable care.

These obligations do not apply to information that:

- (a) becomes public through no fault of BUYER
- (b) is lawfully received by BUYER from a third party not under a confidentiality obligation
- (c) is independently developed by BUYER without reference to SELLER's confidential information, as shown by documentation

Upon SELLER's written request, BUYER will promptly return or destroy all confidential materials (in any form) and confirm such return or destruction in writing.

These confidentiality obligations will remain in effect for seven (7) years after the final PRODUCT shipment under the CONTRACT.

10. **PATENT INFRINGEMENT:** SELLER assumes no liability for infringement of any method or process patent, or for patent claims covering articles made wholly or partly using its PRODUCTS. If a PRODUCT is manufactured according to BUYER's design, BUYER agrees to indemnify, defend, and hold SELLER harmless from any claims, demands, or legal actions alleging infringement.
11. **COMPLIANCE WITH LAWS & REGULATIONS:** PRODUCTS are manufactured in accordance with the laws and regulations in effect in the country of manufacture at the time of production. BUYER is responsible for complying with all laws and regulations related to the use and operation of the PRODUCTS.
12. **IMPORTS AND EXPORTS:** BUYER is responsible for obtaining and paying for all import licenses required for PRODUCTS entering and leaving the Transfer Point, as well as any export licenses needed to export PRODUCTS from the Transfer Point. SELLER will obtain and pay for all export licenses necessary to ship PRODUCTS to the Transfer Point. Both parties agree to provide reasonable information as requested to facilitate obtaining these licenses.

BUYER represents and warrants that:

- (a) all information provided to SELLER, including details on the PRODUCTS' location and intended use, is accurate and complete

(b) PRODUCTS and related technology will not be exported, reexported, transferred, or used in violation of any applicable import, export, or trade laws and regulations ("Trade Laws")

(c) BUYER is not subject to any Trade Law sanctions or restrictions that would prohibit or condition this transaction due to its directors, officers, employees, equity holders, or related parties. BUYER agrees to promptly notify SELLER in writing if such sanctions or restrictions arise or if BUYER believes PRODUCTS may be used in violation of Trade Laws.

BUYER agrees to indemnify, defend, and hold harmless SELLER and its personnel from all claims, losses, penalties, fines, fees (including reasonable attorneys' fees), and other liabilities arising from BUYER's violation of this section.

13. **GOVERNING LAW:** This CONTRACT is governed exclusively by the laws of the jurisdiction in which SELLER is legally registered, without regard to its conflict of laws and rules. The United Nations Convention on contracts for the International Sale of Goods (CISG) does not apply. Any legal action arising out of or relating to this CONTRACT must be brought exclusively in the courts of that jurisdiction, and each party irrevocably submits to the jurisdiction of those courts. This CONTRACT may be provided in multiple languages; however, in the event of any conflict or inconsistency, the English (U.S.) version shall control.

14. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, neither SELLER nor BUYER will be liable—whether under CONTRACT, tort (including negligence), strict liability, indemnification, breach of warranty, or any other theory—for any loss of anticipated profits, plant shutdown, increased operating costs, loss of use, capital, revenue, or any indirect, incidental, consequential, punitive, exemplary, or economic damages, even if such loss was foreseeable or either party was advised of the possibility.

SELLER's total liability arising out of or related to the CONTRACT **will not exceed the amount actually paid by BUYER to SELLER for the PRODUCT(s) at issue**, regardless of the legal theory under which such liability is claimed.

These limitations apply to the maximum extent allowed by applicable law.

15. **MISCELLANEOUS:** This CONTRACT is the complete and exclusive agreement between BUYER and SELLER regarding the sale of PRODUCTS. It supersedes all prior or contemporaneous agreements, whether written or oral. The CONTRACT may not be modified or supplemented except in a written agreement signed by an authorized representative of SELLER. It will not be altered by any course of dealing, trade custom, or prior communication.

If any part of this CONTRACT is found to be invalid or unenforceable, the remainder will remain in full force, and the invalid portion will be interpreted to best reflect the original intent of the parties.

No waiver of any term or right is effective unless in writing and signed by the waiving party. Failure to enforce any right does not waive that right or any others.

This CONTRACT creates no third-party beneficiaries. The parties are independent contractors and nothing in the CONTRACT creates an agency, partnership, joint venture, or employment relationship. Neither party may bind the other in any way.

BUYER may not assign its rights or delegate its obligations under this CONTRACT without SELLER's prior written consent. Any assignment or delegation without such consent is void. An approved assignment does not release BUYER from its obligations under the CONTRACT. This CONTRACT is binding on and benefits the parties and their permitted successors and assigns.