

## Geometrics, Inc. General Terms and Conditions of Sale

THE FOLLOWING TERMS AND CONDITIONS SET FORTH A LEGAL AGREEMENT (THE "AGREEMENT") BETWEEN GEOMETRICS, INC. ("SELLER" OR "GEOMETRICS") AND THE BUYER IDENTIFIED ON THE APPLICABLE PRODUCT QUOTATION ("BUYER"). FOR PURPOSES OF THIS AGREEMENT, "PRODUCT" REFERS TO THE SELLER HARDWARE PRODUCT IDENTIFIED IN THE QUOTATION PROVIDED BY SELLER TO BUYER. ANY SOFTWARE PROVIDED BY SELLER TO BUYER AND ANY UPDATES THERETO ARE REFERRED TO AS "SOFTWARE." IF SELLER PROVIDES YOU WITH SERVICES, INCLUDING BUT NOT LIMITED TO INSTALLATION OR PRODUCT SUPPORT, TRAINING OR OTHER SERVICES ("SERVICES"), SUCH SERVICES MAY BE SUBJECT TO ADDITIONAL FEES AND SEPARATE TERMS AND CONDITIONS OF SELLER. USE OF THE PRODUCTS CONSTITUTES ACCEPTANCE BY BUYER OF THESE TERMS AND CONDITIONS. GEOMETRICS SHALL NOT BE BOUND BY ANY ADDITIONAL, INCONSISTENT AND/OR CONFLICTING PROVISIONS IN ANY AGREEMENT, ORDER, RELEASE, ACCEPTANCE OR OTHER WRITTEN CORRESPONDENCE FROM BUYER UNLESS EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

**Price.** All prices referenced are valid for ninety (90) days from date of quotation and are based on payment in U.S. dollars. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "Taxes"). Any Taxes related to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. All prices stated are EXW (EX Works) INCOTERMS 2020 at the Seller's factory or FCA (Free Carrier).

**Payment; Taxes.** All payments are cash in advance (CIA) unless other specific credit terms have been pre-arranged and extended from Seller's finance department. Buyer hereby grants a security interest in the Products sold under this Agreement and the proceeds thereof until payment of the full purchase price to Seller. Buyer agrees to execute any financing statements, continuation statements, or other documents as Seller requests to protect its security interest.

- a. Acceptable methods of payments are: Irrevocable Letter of Credit (LC), Cash-Against-Documents (CAD), Cash-In-Advance (CIA), or Credit Card-In-Advance (CCIA).
  - i. For payment by LC, a \$500 fee will apply. The LC must be established with a United States bank for the FOB, FCA or CIP amount shown on this quotation. The LC is 100% payable against the sight draft(s) with shipping documents when received by the opening bank. It should allow at least 21 days after shipment for presentation of documents. Please note that all banking charges, including advising and negotiation, are for the buyer's account. After the first advisement, please send the draft LC directly to Geometrics via email to [AR@geometrics.com](mailto:AR@geometrics.com).
  - ii. For payment by CIA, receipt of the FOB, FCA or CIP amount shown on this quotation is required prior to shipment. Please note that all banking charges for wire transfers are for the buyer's account. CIA/Wire Transfers can be made using, Geometrics, Inc.'s bank information on the invoice.
  - iii. For payment by CCIA, we accept Visa, MasterCard, American Express or PayPal. Credit card payments should be made online at <https://www.geometrics.com/pay/>. Invoice number is required.
- b. International orders require payment in full prior to release for shipment.
- c. **Invoice Timing & Title transfer.** Buyer and Seller agree that the Contract price reflects EXW Incoterms or FCA (as stated in the quotation), and that the Seller is authorized to invoice Buyer for final payment of all goods at the point in time when Seller has completed manufacture process, has made goods ready for collection/shipment and notifies Buyer that the goods are completed and ready for collection/shipment at Seller's location. Risk of loss will transfer to Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. Seller may at any time require full or partial payment in advance of delivery, in advance of manufacture, or may require satisfactory assurances or security from Buyer that invoices will be paid when due if in Seller's judgement the same at any time becomes necessary. Custom built, special orders, or special circumstances require a minimum 30% down payment with order.
- d. **Late payments.** If payment is not received when due, interest of 1.5 % per month, not to exceed the maximum rate permitted by law, will be charged commencing from the date of shipment. In the event Buyer does not pay within the terms of this Contract, all collection costs incurred by Seller, including attorneys' fees, will be paid by Buyer. Time and terms of payment are of the essence and if any default therein be made by Buyer or if the financial responsibility of Buyer shall at any time become impaired or unsatisfactory to Seller, Seller shall have the right to terminate this Contract or to defer or to discontinue further shipments hereunder until past due payments are made or satisfactory assurances of Buyer's financial responsibility are received by Seller (without prejudice, however,

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to any rights or claims which Seller may have in lay or in equity) and such right shall continue irrespective of any prior failure on the part of Seller to exercise such right.

**Limited Warranty.** In lieu of all other warranties, expressed or implied, Seller warrants only that the Products will substantially conform to the written warranty set forth in the applicable Product quotation for the limited time period set forth in such quotation ("Warranty Period"), provided the Product has been used solely in accordance with the terms of this Agreement and its applicable documentation and has not been repaired, modified, altered or neglected and has been properly stored prior to use or installation and provided that, if more restrictive terms are set forth in the applicable quotation, those more restrictive terms shall be applicable to the warranty for the Product ("Limited Warranty"). In the event of a failure of any Product to comply with the foregoing warranty during the applicable Warranty Period (a "Defect"), Seller shall, at its option, repair or replace the Product or refund the fees paid by Buyer for such Product following Buyer's return of the Product (shipping and insurance at Buyer's expense), or provide a workaround for the Defect. Products provided as replacement products may be new or refurbished products. Replacement products provided under this limited warranty are warranted for the remaining warranty period of the original Product, if any, as specified in the quotation for the original Product. The foregoing sets forth Buyer's sole and exclusive remedies for a breach of the above limited warranties. The warranty is made on the condition that the Buyer will provide Seller reasonable opportunity to investigate all claims, will allow and provide for inspection of such products(s) at seller's factory, will provide any and all records related to said order products that are relevant and/or requested by Seller, including but not limited to maintenance records, inspection records, job reports, handling/storage records, and provided that Seller's inspection reveals that Buyer's claim is valid under the terms of this warranty. No returns shall be accepted without Seller's Return Material Authorization (RMA). No warranty is provided for third party goods or goods provided by customer (in whole or in part). This warranty does not cover faults or damages arising from natural wear and tear, faulty or careless treatment, use of non-Geometrics approved parts, improper storage, and unauthorized commissioning.

**Procedures.** To file a warranty claim under the Limited Warranty, Buyer must notify Seller within the Limited Warranty period. To initiate a warranty claim, Buyer must send a written request to Seller and clearly state details on where and when Buyer purchased the Product, the serial numbers of the applicable Product (s), Buyer's reason for returning the Product, and Buyer's name, mailing address, email address, and daytime phone number. If approved at Seller's sole discretion, Seller will inform Buyer via email and instruct Buyer to complete the Returns Materials Authorization ("RMA") form on the Seller's website at <https://www.geometrics.com/return-material-authorization/>. Buyer must return the Product (s) listed in the RMA with all included accessories (if requested by Seller) with the RMA within the 14 days following approval of the RMA by Seller.

**Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS STATED IN THE FOREGOING LIMITED WARRANTY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS (INCLUDING OTHER PRODUCTS) AND SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE ANY WARRANTY APPLICABLE TO A PRODUCT OR SERVICE, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING ANY PRODUCT OR SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS. IN SUCH AN EVENT, SUCH EXCLUSION AND LIMITATION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AND THE DURATION OF ANY IMPLIED WARRANTIES WILL BE LIMITED TO THE DURATION OF THE FOREGOING LIMITED WARRANTY.

**Inspection.** Buyer shall inspect the products immediately on receipt of goods, and shall within (14) days (or such time period stated in the applicable quotation) after receipt thereof as shown by Seller's shipping records ("Inspection Period"), give written notice to Seller of any matter by reason whereof it may allege that products are not in accordance with the Contract and furnish Seller with written evidence or other documentation reasonably required by Seller. If Buyer fails to give such notice by the end of the Inspection Period, the Products shall be deemed to be in all respects in accordance with this Agreement. All Products made to custom specifications are deemed to be inspected and accepted before shipment is made and may not be canceled.

If Buyer notifies Seller of any Nonconforming Products prior to expiration of the Inspection Period, then Seller will, in its sole discretion, (i) replace the Nonconforming Products with conforming Products, or (ii) credit or refund the purchase price for the Nonconforming

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Products, together with any reasonable shipping and handling expenses incurred by Buyer. At Seller's request and direction, Buyer will return the Nonconforming Products at Seller's expense or dispose of the Nonconforming Products in a manner approved by Seller, and upon request Buyer shall provide Seller with a certificate of destruction of such Nonconforming Products. Upon receipt of the Nonconforming Products, Seller will promptly refund the monies owed or ship the replacement Products to the Delivery Location at Seller's expense, with Seller retaining the risk of loss until delivery.

Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies and Seller's sole liability for the delivery of Nonconforming Products, and except as set forth in this Section, Buyer has no right to return the Products to Seller without Seller's written authorization.

**Delivery.** Seller will use commercially reasonable efforts to deliver the Products at the times requested in purchase orders accepted by Seller. Seller assumes no responsibility or liability for Seller's non-performance caused by an act of God, war, labor disputes, civil unrest, accidents, the inability to obtain materials, delays of carriers, contractors or suppliers or any other causes beyond Seller's control. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expenses of any kind arising from any shipping delays or failure to give notice of any shipping delay. Without liability to any person and without prejudice to any other remedy, Seller may withhold or delay shipment of any order if Buyer is late in payment or are otherwise in default under this Agreement.

**Returns and Cancellation.** Goods delivered hereunder may not be returned by Buyer without the prior written approval of Seller. This contract is not subject to cancellation by the Buyer except with Seller's prior written agreement and after full payment by Buyer of Seller's cancellation charges which shall be defined and determined by Seller at Seller's sole discretion, and can include, but not be limited to, cost of materials, labor, and overhead and profits in respect of the canceled goods.

**Indemnity.** Buyer shall indemnify, defend and hold harmless Seller and its related parent, subsidiary and affiliated companies, successors and assigns, and each of their respective officers, directors and employees, from and against any and all claims, losses, damages, costs, and expenses (including attorney's fees and amounts paid in settlement in good faith) which may be suffered or incurred by any of them as a result of any claim, demand, suit, proceeding or cause of action arising in any manner from: (i) any acts or omissions by Buyer or its representative, arising out of or relating to Buyer's purchase, handling, transportation, export, re-export, re-transfer, import, possession, use, demonstration, marketing, sale, disposition, distribution or maintenance of Products; (ii) any allegation that Products made by Seller in accordance with Buyer's instructions, designs and drawings, or incorporation of Seller's products in Buyer's products infringe the intellectual property rights of a third party or (iii) the improper use or disclosure of Seller's intellectual property, including trademarks, patents, copyrights and proprietary information.

**Changes to the Goods.** Seller reserves the right to alter, modify, redesign or discontinue Products or any components of Products or change the part number, design, dimensions, weight, or specification of Products without notice and without any obligation to Buyer.

**Export.** The goods related to this order may be subject to export controls and regulations of the U.S., the country of manufacture, or the country of shipment and export may require a valid import/export license. Seller's acceptance of Buyer's order is conditioned on Buyer's compliance with all applicable import/export laws, regulations, and fees. Buyer assumes all import/export costs and compliance. Failure to comply strictly with all laws relating to embargoes, sanctions, and export shall entitle Seller to declare the contract void. If the Products ordered are to be exported from the United States (US), the quoted shipping dates are subject to all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. Buyer agrees to provide Seller in writing with the ultimate destination, end-use and identity of the end-user at the time the order is placed if the Products are to be exported. Seller reserves the right to choose the freight forwarder, carrier, and/or broker. Buyer acknowledges and agrees that it shall be responsible for compliance with any chemical registration or importation requirements of any country into which it seeks to import the Products. The Buyer is solely responsible for complying with applicable US export laws. Seller shall not be the importer of record and is not responsible for compliance with importation requirements of any country to which the Products are shipped.

**Limitation of Liability.**

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TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL SELLER OR ITS AGENTS OR AFFILIATES BE LIABLE, WHATEVER THE LEGAL BASIS FOR THE CLAIM, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OR FOR ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF USE, LOSS OF REVENUE OR PROFITS, LOSS ARISING FROM DELAYS, LOSS OF DATA AND OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OR THE USE OF, MISUSE OF, OR INABILITY TO USE THE PRODUCTS, EVEN IF SELLER (OR ITS AGENTS OR AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS AGGREGATE LIABILITY UNDER THESE TERMS OR OTHERWISE WITH RESPECT TO THE SPECIFIC PRODUCTS AND SERVICES PURCHASED HEREUNDER EXCEED THE AMOUNTS PAID TO SELLER BY BUYER FOR THE PRODUCTS OR SERVICES GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE CAUSE OR FAULT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**Software.** Any Software is licensed on a non-transferable basis solely to Buyer for Buyer's internal business purposes in connection with its use of Geometrics hardware products. The license granted in this Agreement is not a transfer or sale of Geometrics' or its licensors' ownership rights in the Software or its intellectual property. Except for the license specifically granted in this Agreement, Geometrics retains all right, title, and interest in and to the Software, the related source code and intellectual property, and any and all modifications or derivatives. The Software is confidential to Geometrics and protected by applicable trade secret and intellectual property laws. Buyer agrees that Buyer will not attempt, or permit any third parties to attempt, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan, distribute or sublicense the Software, in whole or in part. Title to and ownership of the Software and documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of Seller or Seller's licensors.

If Buyer is a U.S. Government agency, Buyer acknowledges that any such software licensed under these Terms and the applicable EULA is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights' relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

**Ownership.** Buyer acknowledges Seller and its affiliates are the owners or licensors of brands, trademarks, designs, patents, copyrights and other intellectual property relating to Seller's Products, and that no right or license is conveyed by Seller to Buyer to manufacture, have manufactured, modify, import or copy such Products. Buyer agrees that it will reference brands of Seller or its affiliates only in connection with the use of Products delivered to Buyer hereunder, and not in connection with the sale of any other Product, except as separately authorized by Seller in writing. Buyer further agrees that it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any software (including firmware) comprising or contained within a Product, except and only to the extent that such activity may be expressly permitted, notwithstanding this limitation, either by applicable law or, in the case of open source software, the applicable open source license.

### **Governing Law and Jurisdiction.**

This Agreement will be governed by and construed according to the laws of California, without regard to that body of law controlling conflicts of law.

Any dispute, claim or controversy in connection with this Agreement, including any questions regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination, shall be resolved as follows, and the parties hereby submit to the jurisdiction of the following courts and tribunals for resolution of such disputes:

(i) the federal and state courts located in Santa Clara County, California, in the event Buyer has a location in North America;

(ii) by a final, binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association, in the event Buyer has no location in North America. The following parameters shall apply to the arbitration: (i) the arbitration shall be

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decided by one (1) arbitrator appointed in accordance with such rules; (ii) the place of the arbitration shall be London, UK or Singapore, at Seller's option; (iii) the language of the arbitration shall be English; (iv) at any time, Buyer or Seller may seek or obtain preliminary, interim or conservatory measures from the arbitrator or from a court of competent jurisdiction; and (v) Buyer and Seller shall bear equally the cost of the arbitrator. Notwithstanding the foregoing, any dispute in respect of ownership, validity, enforceability or infringement of any patent or patent application (a "Patent Dispute"), whether owned or controlled by Buyer or Seller, will be resolved by a court of competent jurisdiction or before the applicable administrative agency and not by arbitration.

Any claims brought by Buyer or Seller must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither Buyer nor Seller will participate in a class action or class-wide arbitration for any claims covered by this Agreement.

For any preliminary, interim or conservatory measures or any Patent Dispute (other than any Patent Dispute that must be resolved before any administrative agency or a court of a jurisdiction outside of the USA), Buyer and Seller each consent to the non-exclusive personal jurisdiction of the state or federal courts located in Santa Clara County, California, USA and each hereby waive any claim of forum non conveniens or that such venue is inappropriate.

**Term and Termination.** The term of this Agreement shall continue unless terminated in accordance with this Section. Seller may terminate this Agreement at any time upon (i) bankruptcy, insolvency or receivership of Buyer; (ii) any material default by Buyer of this Agreement not cured within thirty (30) days after the date of Seller's written notice to Buyer thereof; or (iii) Buyer ceases to use the Product.

**General.** Buyer shall not assign this Agreement or transfer any of the rights, duties, or obligations arising under this Agreement without the prior written consent of Seller. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties and with respect to Seller is signed by a Vice President level with signature authority or higher. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. Seller shall not be liable nor in breach or default of its obligations under any contract to the extent its performance of such obligations is delayed, hindered, or prevented, in whole or in part, directly or indirectly, due to causes beyond its reasonable control, whether foreseeable or unforeseeable, including, but not limited to, acts of God, fires, floods, or other natural disasters (declared or undeclared), terrorism, war (declared or undeclared), armed conflict (or the serious threat of same), plagues, epidemics, pandemics, quarantines, or other public health risks and/or responses thereto, civil disturbances, insurrection, riots, mob violence, acts or omissions of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority (including any change of law or regulation), strikes, lock-outs, differences with workers, accidents, labor disputes, transportation shortages, the unavailability or shortage(s) of labor, energy, materials, production facilities, transportation, or shipping, cyber-attacks, viruses, ransomware, failures or interruptions to network systems, data breaches, vendor non-performance, or any other cause, casualty, or excusable delay beyond Seller's reasonable control, whether similar or dissimilar to any of the foregoing. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions and agreements, whether written or oral. Additional or conflicting terms on any purchase order or other document issued by Buyer will have no force or effect.