

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

These General Terms and Conditions of Sale and Delivery ("Terms") contain the terms and conditions that govern the sale, purchase, and delivery of sensor products and related services ("Products") purchased from Euchner-USA, INC., an Illinois corporation ("Manufacturer"). By submitting an order to Manufacturer, the purchaser of Products ("Buyer") agrees to the terms and conditions set forth below.

1. General

1a.) Products and related services provided by Manufacturer are governed exclusively by the terms and conditions set forth below. The accompanying quotation, order confirmation or invoice (if applicable) and these Terms (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. To the extent that any request for quotation, purchase order, or any other document provided by Buyer contains any preprinted or written terms that either conflict with and/or supplement the terms and conditions set forth herein, such pre-printed and/or written terms are expressly rejected, and this Agreement prevails over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Agreement.

1b.) These terms and conditions, as may be amended from time to time and located at <https://www.euchner-usa.com/en-us/general-terms-and-conditions/>, will apply to all future transactions with Buyer.

2. Purchases of Products

2a.) Quotations provided by Manufacturer are for informational purposes only and do not constitute an offer for sale. Buyer's written order to Manufacturer will be an offer of purchase, which may be accepted by Manufacturer only by providing a written order acknowledgement or, if no order acknowledgement is issued, by Manufacturer's delivery. No other form of acceptance will give rise to a contract between the parties. Any acceptance of Buyer's order will be subject to these Terms.

2b.) Information provided by Buyer before and/or during the processing of the order, including but not limited to information relating to performance, consumption, or any other particulars, will not be binding unless this information has been confirmed in Manufacturer's order acknowledgement or in writing signed by Manufacturer.

2c.) Statements or representations in Manufacturer's brochures or advertisements are for informational purposes only, and the statements and/or representations therein do not give rise to any guarantee, warranty, or other representation regarding the Products that may be relied upon by Buyer.

2d.) Manufacturer's sales representatives, employees, and/or agents do not have any authority to make any warranty, guarantee, or representation regarding the Product that vary from or supplement these terms and conditions, or to bind Manufacturer to any agreement. Any such warranty, guarantee, representation, or agreement must be in a writing signed by Manufacturer to be effective.

3.Prices

3a.) Unless otherwise agreed, prices are F.C.A. Manufacturer's facility in Schaumburg, Illinois (Incoterms 2010). Standard packaging is included in the price, and Buyer agrees to pay for any additional packaging. All prices are stated in US dollars on quotes, order confirmations and invoices.

3b.) Buyer is responsible for all sales, ad valorem, and/or any other taxes on the Products. To the extent that Buyer and Manufacturer agree to shipments sent outside the United States, Buyer is responsible for clearing the Products for export/import and paying for all export/import duties and charges. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Manufacturer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

3c.) The agreed prices, terms, and conditions herein shall apply to the sale and provision of the Products and/or services within the United States. In the event that Buyer's order(s) and/or the transaction will take more than four months to complete, Manufacturer reserves the right to adjust pricing to reflect unforeseen increases in wage rates, transport costs, fuel costs, or the cost of securing raw materials. In addition, in the event that the intended delivery date is postponed by more than three months, for reasons for which Manufacturer is not responsible, Manufacturer reserves the right to amend its price(s) in accordance with any changes in wages rates, transport costs, fuel costs, or the costs of securing raw materials. If Buyer makes changes to its order prior to delivery, Manufacturer may adjust its prices in accordance with the additional costs caused by the changes.

4 Deliveries; Transfer of Risk

4a.) Unless expressly agreed otherwise as to any specific purchase order issued and accepted hereunder, the Products will be delivered F.C.A., Manufacturer's facility in Schaumburg, Illinois (Incoterms 2010) (the "Delivery Location" and the date of delivery to the Delivery Location being the "Delivery Date"), using Manufacturer's standard methods for packaging and shipping those Products. Buyer shall be solely responsible for arranging and paying for shipment to Buyer's designated destination beyond the Delivery Location, and the risk of loss is transferred to Buyer upon Manufacturer's tender of the Products at the Delivery Location. Buyer shall insure each shipment at full replacement value and shall list Manufacturer as an additional insured on Buyer's general liability policy (and provide any documentation reasonably requested by Manufacturer evidencing the full replacement value insurance coverage and that Manufacturer has been named as an additional insured on that policy, including without limitation a completed certificate of liability insurance (ACORD 25)). Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Manufacturer's insurers and Manufacturer.

4b.) Manufacturer will have the right, in its sole discretion, to deliver partial orders, unless partial deliveries would be unreasonable under the circumstances (as determined by Manufacturer in its discretion). Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether that shipment is in whole or partial fulfillment of Buyer's purchase order. When Manufacturer's inventory is insufficient to meet customer orders and/or Buyer's needs, Manufacturer will have the right, in its sole discretion, to allocate its inventory among customer and/or Buyer's orders without liability.

4c.) Unless otherwise expressly agreed in writing by an authorized representative of Manufacturer, Delivery Dates are estimated only and will not be binding on Manufacturer and Manufacturer shall not be liable for any delays. If a Delivery Date is expressly agreed in writing by Manufacturer, the Delivery Date shall be considered to have been met if the shipment is made ready for dispatch by the specified Delivery Date and by notification to Buyer. Manufacturer will only be obliged to execute and deliver an order if the Buyer has made all agreed payments. If payments or down-payments are delayed or not fulfilled on time, Manufacturer may cancel or delay delivery of some or all shipments in its sole discretion.

4d.) If the parties have agreed in writing as to Delivery Dates, Manufacturer will not be liable for, nor be deemed to have defaulted or breached this Agreement, delays by reason of unforeseen events that make the delivery particularly difficult or impracticable, in Manufacturer's discretion. In the event of such delays, Manufacturer will be entitled to postpone the delivery by the period of time during which the obstacle exists, plus a reasonable re-startup period. This entitlement will also apply in cases of unforeseen events which affect the operations of a supplier or a subcontractor of Manufacturer, and the supplier, subcontractor, and/or Manufacturer will not be liable for the same.

4e.) The quantity of any installment of Products as recorded by Manufacturer on dispatch from Manufacturer's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Manufacturer will not be liable for any non-delivery of Products (even if caused by Manufacturer's negligence) unless Buyer gives written notice to Manufacturer of the non-delivery within 10 days of the date when the Products would in the ordinary course of events have been received. Any liability of Manufacturer for non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

4f.) No Products are permitted to be returned without Manufacturer's express advance consent. If Manufacturer determines in its sole discretion to allow Buyer to return any Products, the Products must be in the original unopened packaging and a restocking fee will be applied as determined by Manufacturer in its sole discretion.

5. Notices of Defects; Limited Warranty

5a.) Buyer must inspect the Products immediately after the Products have delivered to Buyer's designated destination. Buyer must timely provide notice to Manufacturer in writing as to any defects, and, in any case, not later than seven days after delivery to Buyer's designated destination. The Products will be deemed accepted by Buyer after that time.

5b.) As to any defects, Buyer must provide Manufacturer an opportunity to investigate by making damaged goods and their packaging available to Manufacturer for inspection. If Buyer fails to do so, Manufacturer will not be liable for any such purported defects.

5c.) Manufacturer grants a limited warranty to Buyer of its Products, subject to the conditions and limitations set forth below:

5c (1) Manufacturer warrants its Products to be free from material manufacturing defects at the time of purchase. Manufacturer further warrants that its Products will not become defective as a result of a material manufacturing defect during the twelve (12) months term of this limited warranty, starting from the Delivery Date.

5c (2) Subject to the terms in this Section 6c, should any Product fail because of a manufacturing defect within the twelve (12) months warranty term, Manufacturer's liability shall be limited to the repair and/or replacement of the defective Product. Any and all other costs, including labor and shipping costs, shall be the responsibility of the Buyer and not of Manufacturer.

5c (3) Limitations:

1) Provided that Buyer has timely followed the procedures and requirements set forth in this Section 6c (3), Manufacturer, at its sole discretion, may either replace the defective Product or repair the Product. If Manufacturer is unable to repair or replace a defective Product, Manufacturer will provide a similar substitute product. The term “unable to repair” is defined as a failure to make the Product operational after three attempts at repair by Manufacturer or its authorized agent. **THE REMEDIES IN THIS SECTION SHALL BE BUYER’S SOLE AND EXCLUSIVE REMEDIES FOR DEFECTS IN THE PRODUCT, REGARDLESS OF THE NATURE OF THE ALLEGED DEFECT.**

2) At Manufacturer’s sole discretion, Manufacturer may direct that an allegedly defective Product be sent to Manufacturer’s facility for repair or replacement, in which case, Buyer is responsible for shipping costs and for any loss or damage incurred during shipment. If Buyer requests “on-site” repairs or replacements at Buyer’s facilities, Buyer must submit a purchase order, subject to Manufacturer’s acceptance, and Buyer will be responsible for Manufacturer’s service charge, plus transportation costs and traveling expenses.

3) Replaced or repaired defective Products will be covered by the warranty for the remaining period of the warranty for the original product.

4) Manufacturer will not be liable for a breach of the limited warranty set forth in Section 6c (1) unless: (i) Buyer gives written notice of the defect by completing a Return Warranty Authorization (“RWA”) form, including providing a specific description of the alleged defect, and obtains an RWA number from the Manufacturer before returning the applicable Product for repair or replacement; (ii) Manufacturer is given a reasonable opportunity after receiving the notice to examine the purportedly defective Product; (iii) if so directed by Manufacturer, Buyer returns the Product within thirty (30) days after Buyer discovers or ought to have discovered the alleged defect; and (iv) Manufacturer reasonably verifies Buyer’s claim that the applicable Product is defective. For the avoidance of doubt, if any Products are sent back by Buyer to Manufacturer without Buyer first sending a RWA, those Products will be returned to Buyer at Buyer’s sole cost and expense.

5) This limited warranty will not be valid unless Buyer has fully paid for the Product.

6) Manufacturer will not be liable for a breach of the warranty set forth in Section 6c (1) above if: (i) Buyer makes any further use of the Products after giving notice to Manufacturer as required by Section 6c (1)(4) above; (ii) the defect arises because Buyer failed to follow Manufacturer’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; (iii) the Products were subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or

environmental conditions, (iv) the defect arises from or results from installation; or (v) Buyer alters or repairs the Products without the prior written consent of Manufacturer.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER AND MANUFACTURER'S ENTIRE LIABILITY FOR THE ALLEGED FAILURE OF AND/OR DEFECT IN THE PRODUCTS OR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION 6. THERE ARE NO (A) WARRANTIES OF MERCHANTABILITY, (B) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTIES OF TITLE; OR (D) WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE; MANUFACTURER EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DOWNTIME, OR DAMAGES TO ANY MACHINE, MATERIALS, OR ANY OTHER PRODUCTS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED HEREBY TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Limitation of Liability; Indemnification

6a.) IN NO EVENT WILL MANUFACTURER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6b.) IN NO EVENT WILL MANUFACTURER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE TIMES THE TOTAL OF THE AMOUNTS PAID TO MANUFACTURER FOR THE GOODS SOLD HEREUNDER.

6c.) The limitation of liability set forth in Section 7b above shall not apply to (i) liability resulting from Manufacturer's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Manufacturer's acts or omissions.

6d.) Buyer shall indemnify, defend and hold harmless Manufacturer and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party")

against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to/arising out of or resulting from any claim of a third party or Manufacturer arising out of or occurring in connection with the Products purchased from Manufacturer or Buyer's negligence, willful misconduct or breach of this Agreement.

Buyer shall not enter into any settlement without Manufacturer's or Indemnified Party's prior written consent.

7. Security Interest

7a.) Title to Products shall not pass to Buyer until the later of (i) the date on which Manufacturer has been paid in full for the Products and (ii) the Delivery Date. Buyer grants Manufacturer a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, 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, until payment in full has been made. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7b.) If Buyer is a re-seller of the Products, Buyer hereby grants a security interest to Manufacturer in all Products in Buyer's inventory, including all proceeds. Upon Manufacturer's request, Buyer shall provide the name and address of every person or entity that holds a security interest in Buyer's inventory, and Manufacturer is authorized to provide notice of its security interest to any or all of those security interest holders.

7c.) If the Products are incorporated in Buyer's products, Manufacturer's security interest attaches to Buyer's products, including all proceeds.

7d.) Buyer authorizes Manufacturer to file UCC financing statements as are necessary to perfect, maintain, and give notice of its security interests, as well as filing any other document that may necessary to perfect Manufacturer's security interest.

8. Invoices; Terms of Payment; and Termination

8a.) Unless expressly agreed otherwise, Manufacturer's invoices are due and Buyer agrees to pay Manufacturer's invoices within thirty (30) days of the date of each invoice in U.S. dollars by wire transfer, check, or other payment method as determined by Manufacturer in writing in its sole

discretion. Invoices not paid when due shall accrue interest at the lesser of: (a) a rate of one and one-half percent (1-1/2%) per month or (b) the highest rate permissible under applicable law, each including on all accrued interest.

8b.) Manufacturer reserves the right to grant or deny credit to Buyer in its sole discretion. Manufacturer further reserves the right to change or modify credit and payment terms extended to Buyer, when, in Manufacturer's sole opinion, Buyer financial condition or previous payment record warrants that action. Further, on delinquent accounts, Manufacturer shall not be obligated to continue performance under any agreement with Buyer.

8c.) Discounts will only be provided if Manufacturer has agreed to do so in writing. In the event that discounts have been provided, such discounts will not be honored unless the Buyer has timely paid all invoices.

8d.) If Manufacturer has tendered Products for delivery and the delivery has been delayed due to Buyer's or a third-party's acts or omissions, Manufacturer will issue the invoice and payment will be due pursuant to subsection 9a.

8e.) Buyer shall reimburse Manufacturer for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Manufacturer does not waive by the exercise of any rights hereunder), Manufacturer is entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder.

8f.) Buyer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Manufacturer, whether relating to Manufacturer's breach, bankruptcy or otherwise.

8g.) In addition to any remedies that may be provided under this Agreement, Manufacturer may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

9. Design Changes

Manufacturer expressly reserves the right to make design changes at any time, but it is not obligated to carry out such changes on Products already manufactured and/or delivered.

10. General Terms

10a.) Buyer agrees to keep confidential and not to disclose, without written permission from Manufacturer, all Confidential Information provided by Manufacturer to Buyer. "Confidential Information" shall mean any technical or business information either marked or which would reasonably be deemed non-public, confidential or proprietary and furnished, disclosed or made available to Buyer, including, without limitation, specifications, marketing plans, financial data, technology and know-how, and pricing. Confidential Information does not include information which: (1) the recipient knew or had in its possession prior to disclosure without confidential limitation; (2) is independently developed by the recipient without breach of this Agreement; (3) becomes publicly available without breach of this Agreement; and (4) is received rightfully from a third party and without obligation of confidentiality. Upon Manufacturer's request, Buyer will return to Manufacturer all documents, whether written, printed, electronic, or any other form, as well as all copies, summaries, notes, and/or memoranda, containing Confidential Information, and certify in writing that it has returned all Confidential Information to Manufacturer. Manufacturer shall be entitled to injunctive relief for any violation of this Section 11a.

10b.) Manufacturer reserves title and copyright to cost estimates, drawings, and other documents provided by Manufacturer.

10c.) This Agreement may not be modified or amended except in a writing signed by the parties that refers to this Agreement. Buyer and Manufacturer agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to This Agreement.

10d.) This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Illinois, without regard to conflict of laws principles. For disputes arising from or relating to this Agreement, an order, or the Products, directly or indirectly, the parties consent to exclusive jurisdiction and venue shall be in the 18th Judicial Circuit Court in DuPage County, Illinois or in the United States District Court for the Northern District of Illinois. The parties further agree to waive the right to a trial by jury.

10e.) As to any dispute arising from or relating to this Agreement or any order, any claim by Buyer shall be forever waived unless filed with a court, as designated in this Agreement, within one (1) year following the date of the occurrence on which the claim is based.

10f.) Nothing expressed or implied in this Agreement is intended, or may be construed, to confer upon or give any person or entity other than Manufacturer and Buyer any rights or remedies under, or by reason of, this Agreement. No waiver by Manufacturer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Manufacturer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy,

power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10g.) Neither party's failure to insist on strict performance of any term or terms hereunder shall not constitute a waiver of any term or default by the other party. Any waiver of any breach or default hereof (a) must be in a writing signed by the party to be bound, and (b) shall not constitute a waiver by the applicable party of any other or subsequent breach or default of the other party. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10h.) Any notices required under this Agreement shall be sent in writing and addressed to the parties at the addresses set forth on the face of the quotation or to such other address that may be designated by the receiving party, by (a) personal delivery, (b) a nationally recognized overnight mail courier (with all fees pre-paid), or (c) by confirmed receipt facsimile, with a hard copy sent by overnight mail courier. Except as otherwise provided in this Agreement, a notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the notice has complied with the requirements of this Section.

10i.) Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remaining portions.

10j.) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and permitted assigns. The Buyer's rights, duties, and obligations under this Agreement may not be assigned in whole or in part without the written prior consent of the Manufacturer, and, in the event of a sale of all or substantially all of the assets of a party, such consent will not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

10k.) The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Agreement is 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.

10l.) Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the

following provisions: insurance, compliance with laws, confidential information, governing law, submission to jurisdiction, survival, and limitation of liability.

11. Force Majeure

Manufacturer shall not be held responsible for any delay or failure in performance hereunder to the extent that delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement or action (including the imposition of additional taxes, fees, duties, tariffs, or other assessments rendering performance uneconomical), civil or military authority, act of God, act of omission of carriers or other similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, Manufacturer shall give notice to Buyer and shall be excused from performance for the duration of the force majeure condition.