

**A2 TERMS AND CONDITIONS**

**1. Offer, Governing Provisions and Cancellations.** This writing constitutes an offer or counter-offer by America II Group, LLC or any of its affiliates ("**A2**") to sell various A2 products ("**Products**") to Customer (as defined below) and/or provide certain testing services, including providing reports regarding such testing services (collectively, "**Services**"), to Customer concerning Customer-owned products ("**Customer Products**") with the customer named on the quote for purchase of Products and/or Services, order receipt acknowledgement, or in other applicable documentation or electronic transmission ("**Customer**") (collectively, the "**Parties**") in accordance with these A2 Terms and Conditions ("**Terms**"). This writing is not an acceptance of any offer made by Customer. This offer or counter-offer is expressly conditioned upon Customer's assent to these Terms and no others. Customer is deemed to have assented to these Terms when the first of the following occurs ("**Acceptance**"):

- A.** Customer delivers to A2 an acknowledgement, signed copy or other document or email referencing A2's quotation, order receipt acknowledgement, invoice or other document or email incorporating or referencing these Terms;
- B.** Customer gives to A2 (orally or in writing) an order, specifications of quantity and/or type, assortments thereof, delivery dates, shipping instructions, instructions to bill, or the like as to all or any part of the Products and/or Services;
- C.** Customer receives delivery of any Products and/or provides any Customer Products; or
- D.** Customer has otherwise assented to these Terms, including but not limited to acceptance by electronic means.

A2 hereby rejects any additional or different terms or provisions contained in any purchase order, acknowledgment or other communication heretofore or hereafter received from Customer, except to the extent specifically agreed to in writing by an officer of A2. No other representative of A2 has any authority to waive, alter, vary, amend, or add to the terms hereof. A2's delivery of Products, receipt of Customer Products, or performance of any Services does not constitute an assent to any terms proposed by Customer. **THESE TERMS (TOGETHER WITH THE TERMS OF ANY DOCUMENT PROVIDED BY A2 TO THE CUSTOMER INCORPORATING THESE TERMS) CONSTITUTE THE ENTIRE AGREEMENT BETWEEN A2 AND CUSTOMER WITH RESPECT TO THE MATTERS ADDRESSED HEREIN.**

Customer will not cancel or amend any purchase order submitted to A2, except upon terms acceptable to A2 as evidenced by A2's prior written consent, provided in any case that Customer reimburses A2 for any losses A2 is unable to mitigate using commercially reasonable efforts.

**2. Prices.** The prices for the Products and/or Services are based on these Terms herein, including the limitations of liability and warranties, and all such provisions are material to the sale of the Products and/or provision of Services. In the event A2 fails to provide a price quote and/or terms (orally or in writing) prior to the acceptance of the order, Customer will pay A2's then-current list price for such Products and/or Services. A2 reserves the right to increase the price of the Products and Services upon providing Customer with notice of such price increases.

**3. Payment Terms.** Customer will pay A2 all sums in the amount and currency stated in the invoice and payment is due on the date stated in the invoice. Past due amounts will bear interest at 1.5% per month or, if less, the highest rate permitted under applicable law. A2 may alter or impose different payment terms as business circumstances may require. In addition, A2 reserves the right to establish, revoke or modify credit terms for Customer at any time. No discounts are allowed. Customer will pay any collection fees, legal fees, or court costs incurred by A2 to collect past due amounts. No offsets or setoffs of payments due to A2 hereunder are allowed with respect to any other agreement between the Parties.

**4. Taxes and Other Charges.** In addition to the prices quoted or invoiced, Customer will pay any manufacturer's tax, withholding tax, occupation tax, use tax, sales tax, excise tax, value-added or consumption tax, customs duty, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between A2 and Customer. In the event A2 is required to pay any such tax, fee or charge, Customer will reimburse A2 therefore; or provide A2, at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the same. Pursuant to A2's company policy, A2 does not accept and will not pay any fines, penalties or chargebacks from Customer for any reason.

**5. Delivery, Risk of Loss, Tooling, Claims and Force Majeure.**

**A.** All prices quoted for Products are EX Works (Incoterms 2020) A2's shipping facility or warehouse, as applicable ("**A2's Shipping Facility**"). Unless otherwise agreed to in writing by the Parties, A2 will ship the Products or Customer Products at Customer's cost and expense. The method and route of shipment are at the discretion of A2. All delivery dates are approximate.

**B.** Risk of loss or damage, and beneficial ownership, of the Products are transferred to Customer when the shipment is made available at A2's Shipping Facility for loading onto a common carrier or onto Customer's designated shipper or transportation service, whichever is applicable. With respect to Customer Products and any Customer-provided equipment, Customer always bears the risk of loss or damage, even when such items are in A2's possession.

**C.** Customer will ship Customer Products to A2 in accordance with the process set forth in A2's order receipt acknowledgment and will mark all Customer Products

clearly and in a manner such that A2 can readily identify such products as Customer Products.

**D.** Customer must make written claims to A2 for shipping damages, shortages or delivery errors concerning the Products within seven (7) calendar days after receipt of shipment. All Products received by Customer, or Customer's clients, customers, or agents, that are not rejected within such time will be deemed accepted. Failure to provide such written notice constitutes a waiver of all such claims regarding such shipment by Customer. Customer will not revoke acceptance.

**E.** Unless otherwise stated in an order receipt acknowledgment, A2 owns all tooling used to provide the Services.

**6. Limited Warranty.** As of the date risk of loss transfers to Customer in accordance with Section 5, the Products will be free of defects related to the material and/or workmanship of the Products. Customer's sole and exclusive remedy for a breach of the foregoing Products warranty is to timely notify A2 of such in accordance with Section 8 of these Terms and return the Product(s) to A2 in accordance with Section 9 within the time period specified in the RMA (defined below), at which point A2 will, in its sole discretion, either replace the defective Product(s), credit Customer the invoiced amount if the Customer has not paid for such Product(s), or refund Customer for the invoiced amount if Customer has paid for such Product(s). A2 will perform the Services with reasonable care and skill and in a workmanlike manner. Customer's sole and exclusive remedy for a breach of the foregoing Services warranty is to timely notify A2 of such in accordance with Section 8 and A2 will, in its sole discretion, either re-perform the portion of the defective Services or give Customer a refund for the amount invoiced for such Services. **EXCEPT AS SET FORTH HEREIN, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, A2 GIVES NO (AND HEREBY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY AN EXECUTIVE OF A2 OR THEIR DESIGNEE, NO PERSON (INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE OF A2) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCTS OR SERVICES EXCEPT TO REFER CUSTOMER TO THESE TERMS. CUSTOMER WARRANTS AND REPRESENTS THAT CUSTOMER HAS NOT RELIED ON ANY OTHER WARRANTIES OR REPRESENTATIONS CONCERNING THE PRODUCTS, SERVICES OR THESE TERMS. A2 is acting solely as a third-party distributor of Products, or is providing Services relating to the Customer Products, as applicable, and is not the manufacturer of the Products or Customer Products. A2 assigns to Customer any warranty relating to the Products that is delivered to A2 by a manufacturer of the Products or other vendor to the extent the assignment is permitted by the terms thereof.**

**7. Limitation of Liability.** **EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A2 HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT (INCLUDING ARISING UNDER THESE TERMS), TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY OR OTHERWISE, IN NO EVENT WILL: (A) A2 BE LIABLE FOR: (i) DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, OR LOSS OF GOODWILL, OR (ii) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; AND (B) A2'S TOTAL MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THESE TERMS EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO A2 IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THESE TERMS. Nothing in this Agreement will exclude or limit a Party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded under applicable law. The provisions of Section 6 and 7 reflect the allocation of risk negotiated and agreed to by the Parties. Customer acknowledges that A2 would not enter into these Terms without these limitations.**

**8. Customer Evaluation of Products and Services.** Within thirty (30) days after receipt of each shipment of Products or A2's provision of Services, Customer may (i) examine and test the Products to determine whether there is any shortage, or if the Products do not comply with the applicable warranty set forth in Section 6 of these Terms; and (ii) evaluate the Services to determine whether the Services do not comply with the applicable warranty set forth in Section 6 of these Terms. All claims for any Product shortage, or a breach of the warranties in Section 6 will be deemed waived unless made in writing and received by A2 within thirty (30) days after Customer's receipt of the Products or A2's provision of Services. If A2 does not receive written notice of any such claim within the applicable time period, such will be deemed an absolute and unconditional waiver by Customer of the claim

regardless of whether the facts giving rise to the claim will have then been discovered or whether processing, further manufacture, other use, or resale of Products or any subsequent uses related to the Services will have then taken place.

**9. Returns.** Customer may return to A2 any Products that are defective solely by obtaining a Return Material Authorization ("RMA") from A2 within thirty (30) days of receipt of such Products. Customer must return to A2 any defective Products within the period set forth in the RMA. The RMA number must be listed on all packaging containing Products returned to A2. If Customer does not request from A2 an RMA within thirty (30) days of receiving the Products to be returned, or requests an RMA for Products that are not defective, A2 may, at its sole discretion, refuse to issue an RMA for return of the Products or may require that Customer pay to A2 a reasonable restocking fee as a condition of issuing to Customer the RMA.

**10. Security Interest.** Title to the Products sold hereunder, and all additions or accessions to and substitutions for such Products remain in A2 as a security interest. Customer hereby grants to A2 a security interest in the Products sold hereunder, until Customer has completed payment of the purchase price, plus accrued interest, and fully performed all of their other obligations under these Terms, at which time A2's security interest is deemed satisfied and released.

**11. Safety; Compliance with Applicable Law. CUSTOMER ACKNOWLEDGES THAT, AS WITH ANY SOPHISTICATED INDUSTRIAL MACHINERY, THE PRODUCTS MAY BE UNSAFE OR EVEN DANGEROUS IF NOT INSTALLED AND OPERATED WITH DUE CARE AND CONSISTENT WITH THE APPLICABLE OPERATING MANUAL. UNSAFE OPERATION OF THE PRODUCTS - INCLUDING BY PROVIDING ACCESS THERETO TO PERSONS OTHER THAN QUALIFIED PROFESSIONALS - MAY CREATE CIRCUMSTANCES THAT COULD CAUSE SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. OPERATION OF THE PRODUCTS OTHER THAN IN STRICT AND FULL COMPLIANCE WITH THE OPERATING MANUAL AND OTHER MATERIALS PROVIDED BY THE MANUFACTURER OF THE PRODUCT WILL LIMIT OR ELIMINATE THE OPERABILITY OF THE PRODUCTS AND MAY VOID WARRANTIES. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S SOLE RESPONSIBILITY TO ENSURE SAFE OPERATION OF THE PRODUCTS.** Customer will comply with all applicable laws and regulations related to the purchase, installation and use of the Products and Customer Products, including but not limited to, building codes, environmental regulations, technical standards export controls, and all applicable health and safety laws and regulations.

**A.** Customer will: (i) comply with all applicable laws, including export control laws, data privacy and security laws, and laws against bribery, corruption, inaccurate books & records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and the laws from where the Products are shipped and the Services are performed; and (ii) provide, as requested by A2, any certifications, statements, or information A2 deems necessary to assess and confirm Customer's compliance with the foregoing. Not limiting the foregoing, Customer will not provide to any other person, or export or re-export, or allow the export or re-export of the Products or Services (collectively "**Controlled Subject Matter**"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the United Kingdom Department for Business and Trade or any other United States, United Kingdom or foreign agency or authority. Without limiting the foregoing, Customer will not export, re-export or transfer the Controlled Subject Matter to countries as to which the United States or the United Kingdom maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice.

**B.** The Products and Customer Products are not authorized to be used in any application or situation where a failure could lead to death or serious bodily injury of any person or lead to severe physical or environmental damage ("**High Risk Use**"), including but not limited to use in aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weapon systems. Any High Risk Use is at the sole risk of Customer. Customer agrees to indemnify and defend A2 against and hold A2 harmless from all damages and costs arising out of such use or sale.

**C.** Customer is solely responsible for any installation, operation or any other use of the Products or Customer Products, including without limitation, obtaining all permits, licenses, or certificates required for the installation or use of the Products or Customer Products.

**12. Insurance.** Customer will, at its own expense, maintain and carry in full force and effect at least commercial general liability insurance including public liability insurance with limits no less than \$1 million USD for each occurrence and \$2 million USD in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Customer under these Terms.

**13. Confidentiality.** Customer will: (a) preserve the confidentiality of all confidential information provided by A2, which will include (without limitation) all technical and performance information, know-how, documentation, processes, designs, services technical data, and material identified as confidential at the time of disclosure to the Customer ("**Confidential Information**"); (b) use the same degree of care to protect and

prevent disclosure of Confidential Information obtained under these Terms as it takes to preserve and safeguard its own confidential or proprietary information, but, in any event, no less than a reasonable degree of care; and (c) use the Confidential Information solely for evaluating, repairing and maintaining the Products, Services and/or Customer Products (the "**Purpose**"); (d) limit dissemination of the Confidential Information solely to its employees and contractors ("**Representatives**") to whom disclosure is necessary for the Purpose, if such Representatives have agreed in writing to maintain the confidentiality thereof on terms at least as protective of the Confidential Information as set forth in these Terms. If any Representative discloses or uses Confidential Information other than as authorized in these Terms, Customer will be liable to A2 for such disclosure or use to the same extent that it would have been had the Customer disclosed or used the Confidential Information and Customer will take all reasonable measures (including but not limited to court proceedings) to restrain such Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. In the event the Customer is requested to disclose any Confidential Information due to a court order or any authorized governmental or regulatory authority, the Customer will promptly inform A2 in writing, to the extent permissible by law or applicable regulations, so that A2 is given the opportunity to object to such disclosure.

#### **14. Miscellaneous.**

**A.** These Terms will be governed by and construed in accordance with the laws of England and Wales without giving effect to any conflict of law principles. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms

**B.** Any dispute arising between the parties out of or in connection with these Terms (including any non-contractual claims) will be finally resolved by arbitration conducted by one arbitrator in London, England pursuant to the Rules of the London Court of International Arbitration ("**LCIA**"). The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. Each Party will bear its own costs and attorneys' fees, and will share equally in the fees and expenses of the arbitrator. The arbitration will be conducted in English, the governing language of these Terms and the law governing the arbitration will be English law.

**C.** The Parties are entering into these Terms as independent contractors. Neither Party has any right or authority to incur any obligation on behalf of the other.

**D.** Customer may not assign these Terms or any rights hereunder without obtaining the prior written consent of A2. Any attempted assignment or delegation by a Party in violation of this Section will be null and void.

**E.** Each provision contained in these Terms constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from these Terms. All the remaining provisions of these Terms will remain unimpaired.

**F.** Failure by either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder.

**G.** All notices under these Terms must be delivered personally, sent by confirmed facsimile, sent by nationally recognized express courier or sent by certified or registered mail, return receipt requested, to the address shown in the signature block below or such other address as may be specified by either Party to the other Party. Notices will be deemed effective on personal receipt.

**H.** A2 is not liable for any damage resulting from or arising in connection with a Force Majeure Event (as defined below), regardless of whether or not such is foreseeable. "**Force Majeure Event**" means any cause beyond such Party's or its suppliers' reasonable control, regardless of whether such cause is foreseeable, including any: (a) act of God; (b) flood, fire, explosion, earthquake, natural disaster; (c) act of terrorism, war, revolution, invasion, riot or other civil or military disturbances, acts of public enemies; (d) act, regulation, order, or law of any government, civil or military authority or any injunction of any nature; (e) embargo, blockade, tariff or other trade restriction in effect on or after the Effective Date; (f) national or regional emergency; (g) epidemic, pandemic or other contagion, including COVID-19; (h) strike, lockout, labor dispute, stoppage or slowdown or other industrial disturbance; (i) casualty or accident; or (j) denial of service attacks and other malicious conduct; or (k) inability to procure, or any interruption, loss, malfunction or shortage of any supplies, services, products, equipment, transportation, utilities, transportation, communications or computer software, hardware or services. Customer's sole and exclusive remedy for other delays or for A2's inability to provide any Products or Services is to cancel the order and request a refund.

**I.** All paragraph headings in these Terms are for convenience of reference only, do not form part of these Terms, and will not affect in any way the meaning or interpretation of these Terms.

**J.** These Terms are the complete and final expression of the Parties' agreement regarding Customer's purchase of Products or Services subject matter and supersede all communications or agreements, written or oral, by the Parties regarding such subject matter. No amendment or supplement to these Terms is effective unless it is in writing, identifies itself as an amendment to these Terms and is signed by both Parties' authorized representatives.