



## GENERAL TERMS AND CONDITIONS OF SALE

1. General. THESE GENERAL CONDITIONS, TOGETHER WITH ANY NONCONFLICTING PROVISIONS IN SELLER'S QUOTATION, ARE INTENDED BY THE PARTIES AS THE FINAL EXPRESSION, AND CONTAIN THE COMPLETE AND EXCLUSIVE STATEMENT, OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDING ALL PREVIOUS OR SIMULTANEOUS COMMUNICATIONS EITHER ORAL OR WRITTEN. Hopkins Technical Products, Inc.'s ("Seller") quotations, including without limitation specifically referenced, or attached, mutually agreed upon customer drawings, functional specifications, or other requirements, are offers which may only be accepted in full. If Purchaser's order or other form states terms additional to or different from those set forth herein (a "Non-Conforming Purchase Order"), this writing shall be deemed notification of objection to such additional or different terms. In the event Seller receives a Non-Conforming Purchase Order in response to Seller's quotation, Seller may, at its discretion, either (a) proceed with the transaction in accordance with Seller's original quotation, rejecting and disregarding any additional or different terms in Purchaser's Non-Conforming Purchase Order; or (b) requote the order, in which case, such requote shall become Seller's quotation and offer hereunder, subject to these terms and conditions. This Agreement is conditioned on Purchaser's acceptance and assent to the terms and conditions contained herein. Acceptance of this Agreement shall be deemed to have occurred at the earlier of (i) 7 days from the date specified on Seller's Order Confirmation (in response to an executed Purchase Order) unless written objection is received by Seller during such 7 day period, or (ii) Seller's Delivery of goods in accordance with this Agreement. If Purchaser desires to modify any aspect of the order as specified in Seller's quotation, Seller reserves the right to require a change order process pursuant to which the parties shall confer and mutually agree upon the scope of Purchaser's requested changes and Seller shall then submit a written change order proposal to Purchaser. Such change order proposal shall include, among other items, an estimate of additional charges to Purchaser for requested changes, if any, and any expected impact the change will have on schedule. On Purchaser's written approval of the change order proposal, the change order proposal will become a part of the relevant order, subject always to these General Conditions. No change to any order shall be binding on the parties unless the change is embodied in a writing that has been signed by an authorized representative of each party. This Agreement cannot be waived, varied, modified or amended in any manner (including subsequent conduct between the parties) except in a writing signed by Seller. Any portion deemed invalid or unenforceable shall be struck and the remainder of this Agreement shall continue to be effective and binding. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement is made under, and for all purposes shall be construed and enforced in accordance with and governed by, the laws of the State of California, excluding (i) its conflict of laws provisions and (ii) the United Nations Convention for the International Sale of Goods. All actions arising hereunder shall be instituted in Contra Costa County, California. Purchaser hereby consents to the jurisdiction of the state and federal courts sitting in Contra Costa County, appoints the Secretary of State of Pennsylvania in Harrisburg as its agent for service of process and agrees to appear in action upon written notice thereof.

2. Price and Payment. Unless otherwise stated, all prices for the Products are quoted, and shall be paid, in United States Dollars and are net EXW (INCOTERMS 2020) Seller's designated shipping point of origin ("EXW"), with freight and insurance for Purchaser's account, and shall be those prices in effect at the time Seller accepts Purchaser's order except as provided below. To the extent currency exchange rates must be calculated, the exchange rate published in the Wall Street Journal on the date that is the earlier to occur of Seller's quotation, or order acknowledgement, for such amounts shall govern. Prices stated in Seller's quotations are valid and will be held firm for a period of thirty (30) days from the date of Seller's quotation, or such other period as may be expressly stated in writing in Seller's quotation. Quotations not yet accepted in writing by Purchaser prior to the expiration of such validity period shall be subject to change at Seller's discretion. Prices exclude all duties, taxes, tariffs, or other charges ("Charges") which may be imposed upon the sale or use of the Products. All Charges paid by Seller shall be for Purchaser's account. Any claim for exemption from Charges must be plainly designated on the face of the order and accompanied by all required exemption certificates. Seller may invoice Purchaser upon delivery in accordance with Section 4 below. Payments are due net 30 days from the date of invoice without deductions or set-off. Seller may, in its sole discretion and at any time, require payment to be made C.O.D. or via irrevocable letter of credit in favor of, and acceptable to, Seller, established at Purchaser's expense. If payment is not made when due, Seller may suspend all future delivery or other performance with respect to Purchaser without liability or penalty and, in addition to all other sums payable hereunder, Purchaser shall pay to Seller the reasonable costs and expenses incurred by Seller in connection with all actions taken to enforce collection or to preserve and protect Seller's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses. Without limiting the foregoing, Seller may additionally charge Purchaser interest on all amounts unpaid after 30 days charged at the monthly rate of 1-1/2% or the highest rate permitted by law, whichever is lower.

3. Title and Security Interest. Seller reserves, and Purchaser hereby grants to and creates in favor of Seller, a first priority purchase money security interest in each Product (or the equivalent under Purchaser's local law), including all component parts added by modification or repair, and all proceeds from the sale thereof, until full payment is received. Purchaser agrees to sign upon request, and hereby authorizes Seller to sign on its behalf and as its attorney in fact, any documents necessary to perfect Seller's security interest. Upon resale, Purchaser agrees to take, and immediately assign to Seller, a perfected security interest in each Product.

4. Shipment; Delivery; Inspection. Unless otherwise agreed in writing, shipment and delivery of the Products shall be EXW. All shipment, insurance or similar charges shall be borne by Purchaser. Delivery of the Products by Seller shall be completed when Seller notifies Purchaser that the Products are available for pickup by the first carrier at Seller's designated point of origin, whereupon risk of loss is transferred to Purchaser. All claims for loss or damage in transit or for non-receipt shall be made by Purchaser against the carrier. All delivery information (including time for shipment) is approximate. Seller's sole

responsibility is to use reasonable commercial efforts to meet specified shipment dates. Purchaser expressly absolves Seller from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, Purchaser's own acts or omissions (including without limitation changes to Purchaser's policies preventing site access by Purchaser's personnel), failure to process or inaccurate processing of time-sensitive information and/or mechanisms, a labor disruptions or dispute (e.g. pandemic, epidemic, quarantine or isolation restrictions, suspension of business orders, strike, slowdown or lockout), fire, flood, governmental act or regulation (e.g. denial of export licenses, any type of stay at home order, shelter in place order, suspension business or activity, travel bans, international cargo restrictions, flight or airspace bans, border closures), war (whether declared or not), riot, armed conflicts, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, pandemics, epidemics or quarantine restrictions like, or due to, in particular, but not limited to, COVID-19 (a.k.a. corona virus), nuclear, chemical or biological contamination, acts of God or other causes beyond Seller's control, whether such causes were known, or not, at the time of contract (all of the foregoing shall be referred to herein as a "Force Majeure Event"). Notwithstanding the above, Seller shall not be liable for any damage or penalties whatsoever, whether indirect, incidental, special or consequential, resulting from Seller's failure to deliver or delay in delivery for any reason. Purchaser shall inspect the Products promptly upon receipt, and in no case any later than ten (10) days after receipt of Products sold by Seller. Unless Purchaser notifies Seller in writing of any nonconformities within the applicable period of time referenced immediately above, Purchaser shall be deemed to have accepted the Products without qualification, and cannot, thereafter, reject any Products as nonconforming. Once used, Products are deemed to be fully conforming to this Agreement; subject only to Seller's express warranties as set forth herein.

5. Cancellation, Failure to Take Delivery; Unopened Items Returned for Credit. This Agreement cannot be canceled or postponed by Purchaser except with Seller's consent and upon terms that will indemnify Seller against loss. If Purchaser cancels all or part of an order for a System and/or special, non-standard Products ("Buy-Outs"), Purchaser shall pay Seller the greater of an amount equal to (i) 100% of the price for such cancelled System and/or Buy-Outs, or (ii) the actual and consequential damages incurred by Seller, including without limitation Seller's anticipated profit and expenses already incurred by Seller. If Purchaser cancels all or part of an order for standard Products ("Standard Products"), Purchaser shall pay Seller the greater of an amount equal to (i) 50% of the price for such cancelled Standard Products, or (ii) the actual and consequential damages incurred by Seller, including without limitation Seller's anticipated profit and expenses already incurred by Seller. If Purchaser postpones delivery, at Seller's option, Purchaser shall pay to Seller the sum of (i) a monthly charge equal to 1 1/2% of the total price for the Products subject to such postponement, and/or (ii) reasonable postponement charges; e.g. Seller's idle time, warehousing expense, etc. Subject to Purchaser's compliance with Seller's Returned Goods Authorization process in accordance with Section 9 below, Seller may, at Seller's discretion, accept unopened and undamaged Products to be returned by Purchaser for credit against Purchaser's future purchases from Seller; provided such Products are verified by Seller upon receipt as new, unopened and in good, salable condition. Such return for credit shall be subject to a restocking fee and such credit shall be issued by Seller and available for Purchaser's use within thirty (30) days of Seller's receipt and confirmation of Product's eligibility for return under this Section 5. Only Seller's standard, stand-alone Products are eligible for this return for credit. Special orders,

systems and/or "skids" are not eligible for return for credit treatment under this Section 5.

6. Pass-Through of Manufacturers' Warranty. PURCHASER ACKNOWLEDGES THAT SELLER IS A DISTRIBUTOR RESELLING GOODS MANUFACTURED BY OUR SUPPLIERS AND SELLER IS NOT ACTING AS PURCHASER'S PURCHASING AGENT, NOR IS SELLER THE MANUFACTURER, OR THE MANUFACTURER'S AGENT, WITH RESPECT TO PRODUCTS SOLD HEREUNDER. ACCORDINGLY, EXCEPT FOR SELLER'S ROLE IN COORDINATING WARRANTY CLAIMS AS EXPRESSLY DESCRIBED BELOW, PURCHASER AGREES THAT SELLER HAS NOT MADE, AND DOES NOT MAKE, ANY WARRANTY OR REPRESENTATION WHATSOEVER OF ITS OWN AS TO THE PRODUCTS SUPPLIED BY SELLER HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION AS TO: (A) THE DESCRIPTION, CONDITION, DESIGN, QUALITY OR PERFORMANCE OF SUCH PRODUCTS OR CAPACITY OF MATERIALS OR WORKMANSHIP IN SUCH PRODUCTS; (B) ITS MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE WHETHER OR NOT DISCLOSED TO SELLER; AND (C) DELIVERY OR USE OF THE PRODUCTS FREE OF THE CLAIM OF ANY PERSON OF INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OF OTHER INTELLECTUAL PROPERTY RIGHT. SELLER HEREBY EXPRESSLY DISCLAIMS, AND PURCHASER HEREBY IRREVOCABLY WAIVES, ALL SUCH WARRANTIES. To the extent permitted by the manufacturers and/or vendors of Products sold hereunder, Seller shall pass-through all manufacturer's and/or vendor's warranties to, and are for the benefit of, Purchaser, and its respective successors, and assigns.

7. Warranty Limitation. Notwithstanding anything to the contrary set forth in these Terms, under no circumstance shall Seller, or its suppliers, be liable for, (i) Third-party products provided/specified by Purchaser, and any other third-party products expressly identified as such, are specifically excluded from any warranty referenced herein. Seller's sole and exclusive warranty liability, responsibility and obligation with respect to such third-party product is to use all commercially reasonable efforts to pass through to Purchaser any applicable warranties provided by the sellers of such third-party products, if any, (ii) Products returned contaminated by chemicals or other substance, (iii) abnormal wear and tear or damage caused by installation, maintenance, or use which is improper or contrary to the instructions published by Seller, (iv) storage of Products in a wet or damp area or unprotected from weather and other job conditions, (v) any cause beyond the control of Seller, including without limitation conditions caused by movement, settlement or structural defects of the environment in which the Products are installed, fire, wind, hail, flood, lightning or other acts of God, any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, intentional acts, accidents, negligence or exposure to harmful chemicals, pollutants or other foreign matter or energy, (vi) repair or damage caused by anyone except personnel authorized by Seller, or (vii) any damage to the finish of the Products after they leave Seller's designated point of origin. All Product literature is for illustrative purposes only and does not contain a warranty of any kind. Seller's advice relating to the technical usage of the Products or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with Seller's best knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve Purchaser from the obligation, and Purchaser accepts full responsibility, to confirm for himself the suitability of the Products for the intended purpose(s).

8. Processing Warranty Claims. Provided Purchaser provides to Seller prompt written notice of a warranty claim (including a reasonably detailed account of the facts and circumstances from which such warranty claim arises) on Products sold by Seller hereunder, Seller will use its commercially reasonable efforts to assist Purchaser in pursuing any warranty claims pursuant thereto. Purchaser must comply with all reasonable instructions by Seller in the processing of a claim under a manufacturer's warranty, including without limitation (A) promptly complying with Seller instructions as to returning Product to the place requested by Seller, freight prepaid for Seller's and/or manufacturer's inspection; (B) properly preparing the Product for service (including without limitation ensuring that the Products to be inspected/serviced are not pressurized, flushing such Products of all substances, and such other preparation as Seller may reasonably specify); and (C) make such Products available for inspection and/or service by Seller's or manufacturer's designated service provider in a safe work environment (and permit access to such environment) that is appropriate for the work to be performed. Seller reserves the right to charge Purchaser for travel and service time for Seller's on-site service technicians in the event Purchaser fails to meet its commitments above. Except as may be otherwise specifically agreed in writing in Seller's quotation or similar written document issued by Seller, Purchaser must pay all other costs related to repair or replacement of Product under warranty, including removal, installation or reinstallation costs. Seller's personnel must be granted access to inspect the Products claimed to be defective at the site of their installation or use.

9. Return Goods Authorization. Returns, whether under warranty or otherwise, are subject to Seller's required return goods authorization ("RGA") process. No Products will be accepted for return unless Purchaser has fulfilled/met all applicable RGA requirements. As applicable, Seller's RGA requirements may require that Purchaser certify that Product to be returned for service (whether under warranty or otherwise) is certified "Contaminate-Free". Where required by Seller, Purchaser must obtain Seller's "Contaminate-Free Certification" form and complete, sign and return such certification form assuring Seller that Products to be returned are not contaminated with chemical agents prior to returning Product for service. Where required by Seller, this Contaminate-Free Certification must accompany returned Product. Any Product returned, or to be returned, for repair under warranty is subject to Seller's and manufacturer's verification that such return under warranty is (a) within the applicable Warranty Period; and (b) eligible for warranty repair subject to the terms and conditions of the manufacturer's warranty. Any Product eligible to be returned for credit in accordance with the manufacturer's warranty must be returned unused, in good condition, and, in Seller's sole discretion, in restockable and resaleable condition; In the event any Product is returned to Seller without meeting all of the applicable requirements set forth in this Section 9, Seller shall contact Purchaser and attempt to resolve any issues in good faith using commercially reasonable measures; provided, however Seller reserves the right, at any time and in Seller's sole discretion, to send any such non-compliant return Product back to Purchaser, at Purchaser's sole cost, expense and risk. Purchaser agrees that Seller's and manufacturers' decisions on the RGA matters set forth in this Section 9 are final and binding.

10. Disclaimer; Limitation of Liability, Time For Claims. Purchaser agrees that Seller shall not be liable for INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES including but not limited to loss of profit or revenues, damage for loss of use of the Products, damage to property, claims of third parties, including personal injury or death on account of use of the Products or failure of Seller to warn against or instruct on, or adequately warn against or instruct on, the dangers of the Products or the safe and proper

use of the Products, whether or not Seller has been advised of the potential for such damages. Seller's total liability hereunder from any cause whatsoever (except liability from personal injury caused by Seller's negligence), whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, will be limited to the lesser of Purchaser's actual damages or the price paid to Seller for the Products that are the subject of Purchaser's claim. All claims against Seller must be brought within one year after the cause of action arises, and Purchaser expressly waives any longer statute of limitations.

11. Specifications, Intellectual Property. Seller assumes no liability for any errors or omissions in any specifications provided or required by Purchaser ("Purchaser Specifications"), including any errors or omissions made by Seller in interpreting Purchaser Specifications. Absent a separate confidentiality/non-disclosure agreement between Purchaser and Seller, in the event Purchaser Specifications are clearly and conspicuously identified in writing to Seller as Purchaser's confidential and proprietary information, Seller's sole and exclusive obligation hereunder shall be to use commercially reasonable efforts to protect such Purchaser Specifications from disclosure to third-parties (other than Purchaser's agents, contractors and/or designees) without Purchaser's consent. Purchaser Specifications not listed and priced by Seller are not part of this Agreement. Purchaser agrees, at its own expense, to defend, indemnify and hold harmless Seller, its officers, agents, employees and principals, against any and all losses, costs, including investigation costs, damages, claims, liabilities or expenses of any kind, including without limitation reasonable attorneys' fees, arising out of or resulting from, directly or indirectly, any claims of violation of proprietary rights of third parties due to, or injury or death to persons or damage to property caused by, Purchaser Specifications. Seller retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation (collectively "Seller Documentation"). Seller Documentation may not be copied or disclosed to others without Seller's express written consent and must be promptly returned to Seller (i) if an order is not placed or (ii) at Seller's request. If an order is not placed in response to Seller Documentation, Seller reserves the right to claim reasonable compensation for its time and effort spent in preparing such Seller Documentation from Purchaser.

12. Force Majeure Procedure; Termination.

If Seller desires to invoke a Force Majeure Event, the Seller shall notify the Purchaser of the date of commencement of the Force Majeure Event within seventy-two (72) hours after the date on which Seller first had knowledge of the effect of such Force Majeure Event. The Seller shall confirm its initial notice as soon as possible by registered letter. In this letter, the Seller shall state the nature and expected duration of the Force Majeure Event and the actions to be taken in order to comply with requirements of this clause. In all cases the Seller shall (a) make reasonable endeavors to prevent and reduce and mitigate the effect of any delay occasioned by any Force Majeure Event; and (b) use reasonable efforts to protect and keep the resources and means necessary for the implementation of this Agreement as well as the supply to be delivered in suitable working conditions. Within seventy-two (72) hours following the termination of a Force Majeure Event, the Seller shall inform the Purchaser in writing of the resumption of the implementation of this Agreement. If Seller is subject to a Force Majeure Event, it will not be deemed to be in breach of this Agreement or otherwise to have any liability in respect of the failure or delay in the performance of its obligations arising out of or in connection with this Agreement (a) to the extent that the failure or delay in performing such obligations was directly or indirectly due to the Force Majeure Event;

and (b) for so long as the Force Majeure Event continues plus an additional period of ten (10) business days. The foregoing sentence shall not apply to provisions of this Agreement regarding confidentiality, insurance and IP rights and any due payment obligations. Each party shall bear its own costs resulting from the occurrence of the Force Majeure Event. In case a Force Majeure Event prevents Seller from performing any of its obligations under this Agreement for a continuous period of more than ninety (90) days from the date of the initial notification thereof in accordance with this clause, and if the parties have not in the meantime come to an agreement concerning the measures to be undertaken, the Purchaser may terminate all or part of this Agreement by giving fifteen (15) business days' prior written notice. In this case, the Purchaser shall pay the Seller the amount corresponding to the Products, systems and/or system components already delivered and/or produced by the Seller plus costs incurred.

13. Covid-19. The parties hereto are aware that due to the COVID-19 outbreak, declared by the World Health Organization to be a pandemic on March 11, 2020 ("COVID-19 Pandemic"), delays of performing certain obligations under this Agreement may occur or may be impaired or impeded at any time and are not controllable or exactly foreseeable for any party, in particular, but not limited to, the delivery, provision or performance of works or services and materials, transportation, travelling including for rectifications, maintenance, and the general availability of service personal. Accordingly, performance obligations which are delayed or - for the time being - unable to be fulfilled, directly or indirectly due to the COVID-19 Pandemic, shall be suspended. All parties shall use commercially reasonable efforts to mitigate the impact of the COVID -19 Pandemic on the performance of this Agreement. The previous sentences do not affect any due payment obligations.

14. Compliance with Law. Purchaser acknowledges and agrees that it is subject to (a) the United States of America rules, laws and requirements governing the export and/or reexport of Seller's products, services and/or technology including, but not limited to the Export Administration Regulations, the International Traffic in Arms Regulations, regulations promulgating financial transaction restrictions administered by the United States Department of the Treasury, Office of Foreign Asset Controls or any of the laws, rules and regulations regarding prohibited and restricted parties, the International Emergency Economic Powers Act, the United States Export Administration Act, the United States Arms Export Control Act, the United States Trading with the Enemy Act, and all regulations, orders and licenses issued thereunder (collectively the "Export Laws"); and (b) all applicable rules, laws and requirements regarding bribery and corruption including, but not limited to, the United States Foreign Corrupt Practices Act (collectively, the "Anti-Corruption Laws"). Purchaser represents and warrants that, as of the date hereof, it is compliant with all Export Laws and Anti-Corruption Laws; and further represents and warrants that it will remain in compliance with such Export Control Laws and Anti-Corruption Laws. In particular, Purchaser hereby gives assurance that unless notice is given to and prior governmental authorization is obtained as required by the Export Laws, Purchaser will not knowingly reexport, directly or indirectly, any Products or any technical data transferred by Seller to Purchaser to any destination or person or entity in violation of the Export Laws. Purchaser additionally warrants that it has not been, and is not currently, debarred, suspended, prohibited or impaired from exporting, reexporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. Purchaser shall respond, in a prompt and timely manner after reasonable investigation (where necessary), to Seller's requests for written assurances of compliance with the Export Laws and/or Anti-

Corruption Laws, including without limitation Seller's requests for anti-diversion certifications, written assurance of compliance and other certifications with respect to Export Laws. Purchaser acknowledges that failure to comply shall constitute a breach of this Agreement and failure to provide adequate assurance of compliance with Export Laws and/or Anti-Corruption Laws shall constitute Seller's good cause for holding, suspending or cancelling pending orders for Product(s) and/or Seller's services. Purchaser shall use commercially reasonable efforts to inform and train its employees and any third-parties that traffic in, or otherwise access, receive, or handle, Seller's goods, services and/or technology regarding compliance with Export Laws and Anti-Corruption Laws and shall use commercially reasonable efforts to ensure that such employees and third-parties comply with Export Laws and Anti-Corruption Laws with respect to their dealings with Seller and Seller's products, services, and technology. Without limiting the foregoing, Purchaser hereby represents, warrants, and covenants that, at no time during the negotiation and execution of this contract, nor at any time during Purchaser's dealings with Seller and Seller's officers, directors, employees, contractors and agents, Purchaser has not, and will not, promise, offer or grant to any person any undue advantage or request or accept any undue benefit or advantage to improperly influence actions.

