

**1. Acceptance, Entire Agreement.** The items described in this document and the quotation and/or proposal (“Quotation”) provided by Schenck Process LLC, its subsidiaries, and authorized distributors (collectively, the “Seller”) are hereby offered for sale at prices to be established by Seller. The offer and its acceptance by any buyer (“Buyer”) shall be governed by all of the following Standard Terms and Conditions of Sale (“Terms and Conditions”). Buyer’s order for any item described in the Quotation, when communicated to Seller in writing, shall constitute acceptance of this offer. All equipment or parts described will be referred to herein as “Goods.” All work, including, but not limited to, design, engineering, installation, integration, training, maintenance, consulting, and professional services, which services may be provided by Seller or by Seller’s agent will be referred to herein as “Services.” Any amendment, waiver, change order, or other alteration of these Terms and Conditions by a party shall be effective only if made in writing signed by an officer or director of each party. No course of prior dealings or usage of trade shall be relevant to, supplement, or explain any term used herein or constitute a waiver of these terms, conditions, or limitations. Notwithstanding any contrary language in Buyer’s order, each order shall be subject to acceptance by an authorized employee of Seller and each transaction shall be governed exclusively by these Terms and Conditions. Such acceptance is expressly limited to these Terms and Conditions and any additional or different terms proposed by Buyer are automatically rejected unless expressly assented to in writing by Seller. No contract shall exist except as hereinabove provided. This Agreement constitutes the entire agreement between Seller and Buyer (the “Agreement”) and supersedes any prior understandings and/or written or oral agreements among them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof that are not fully expressed herein.

**2. Price, Price Change, Quotations.** Unless otherwise stated by Seller, prices quoted are FCA (Incoterms® 2020) Seller’s specified shipping point. Purchase Orders are subject to acceptance by Seller, and thereafter are subject to change as follows: Prices on Goods manufactured by Seller are firm for shipment up to 4 months from the date of acceptance by Seller. Such prices are subject to adjustment if shipment is made after 4 months and up to 12 months from the date of acceptance

by Seller at an increase not to exceed 15% where delay is not caused by Seller or its subcontractors. If Goods are shipped after 12 months from the date of acceptance by Seller, prices will be adjusted to those in effect at the time the order is released to manufacturing. Prices for all Goods manufactured by others and furnished with Seller’s Goods, are subject to adjustment to the price charged by such third parties at time of shipment regardless of the date of acceptance by Seller. Stenographic, clerical, and mathematical errors are subject to correction. Seller requires a minimum order value of \$200. All orders are sold in US Dollars and are subject to approval by Seller at its corporate headquarters in Kansas City, Missouri.

**3. Scope of Supply.** Seller’s scope of supply of Goods shall be as stated in Seller’s Quotation. Seller may make such changes in design, materials and construction of Goods, components or parts as Seller considers desirable, provided that such changes do not have a material adverse effect on the performance of the Goods. Further, Seller may furnish suitable substitutes for materials unobtainable on reasonable terms because of shortages, or because of priorities or regulations established by governmental authorities. Buyer may at any time request from Seller an estimate of the impact on price, delivery date and/or any other change in any Goods required by Buyer. Seller shall submit such estimate within a reasonable time. Material changes to the Purchase Order, including, but not limited to, changes in price, delivery date and/or any other change, shall be effective only upon a change order executed by both parties.

**4. Changes.** Any changes requested by Buyer shall be effective upon written acceptance by Seller. Any changes accepted by Seller which affect the specifications or scope of work or schedule of an order shall entitle Seller to a reasonable adjustment to the price, freight charges, delivery schedule, and/or other terms affected by such change. Seller shall be entitled to a change order for an equitable adjustment in the price, completion date, and/or other provisions of this Quotation, in the event Seller is adversely impacted by circumstances beyond Seller’s reasonable control, including, but not limited to: (i) any act, delay or omission of Buyer, (ii) any error, omission or change in Buyer-provided information, (iii) a change in law or permits, (iv) a Force Majeure Event, (v) termination, (vi) interference from other contractors or Buyer caused delays, (vii) suspension, (viii) Buyer directed changes, (ix) differing site conditions.

**5. Payment Terms.** All Payments are due in US Dollars. All payments are due Net 30 days (with approved credit) from invoice date. Invoice dates shall be based on shipment dates unless both Buyer and Seller have agreed to specific project invoicing milestones. Sales orders in excess of \$5,000 must be supported by a hard copy Purchase Order. Payments from Buyer to Seller shall not be contingent upon payment from any third party to Buyer and the payment obligations of Buyer to Seller shall remain unimpaired regardless of disputes which may arise between Buyer and third parties or Buyer and Seller. Payments may be made by either check or wire transfer. Seller shall have the option of billing for partial shipments delayed by Buyer. Payments are payable on the terms set forth herein without deductions for counterclaims, back charges, set-offs, other accounts between Seller and Buyer, which shall be settled independently of the payment of the invoice, or any other charges or claims of Buyer whatsoever.

**Standard Invoicing Milestones:**

***For orders under \$50,000:***

Progressively invoiced based upon equipment shipment

***For orders \$50,000 and over:***

30% Invoiced at order placement

70% Progressively invoiced based upon equipment shipment

***For orders \$50,000 and over, but which require engineering and approval drawings:***

30% Invoiced at order placement

40% Invoiced upon Seller's submittal of general dimension drawings for Buyer's approval

30% Progressively invoiced based upon equipment shipment

***International Orders:***

Sales under \$50,000 shall be approved on a secured basis as determined by Management. For orders \$50,000 and over, payment terms are 30% of total order value due to Seller with Purchase Order with remaining balance due on a secure basis acceptable to Seller or via irrevocable standby letter of credit to be issued with Purchase Order and payable on sight. Seller will provide their document "Letter of Credit Requirements" for Buyer to generate a draft of the letter of credit for Seller's review and approval before issuance.

Seller reserves the right to require full payment before production, shipment, delivery, or installation for any

reason within its sole discretion. A finance charge of 2% per month (or up the maximum amount permitted under applicable state law) will be assessed on all past due balances. Buyer shall be liable for all of Seller's collection costs (including attorneys' fees and expenses).

**6. Taxes.** Federal, State, and local taxes, duties, tariffs, and import fees (where applicable) are not included in Seller's prices and will be added to the purchase price. Where Seller is required by law to collect any taxes, Seller will bill them to Buyer at the time of delivery unless Buyer furnishes Seller with a proper tax exemption certificate.

**7. Delivery, Title and Risk of Loss.** All shipments of Goods outside the United States of America shall be made in accordance with FCA (Incoterms® 2020) Seller's specified shipping point, unless Seller has agreed otherwise. All shipments of Goods within the United States of America shall be made FOB, Origin. If Seller is responsible for shipment costs those will be prepaid and added to Buyer's invoice, including a handling charge equal to 10% of total freight charges. In the event freight charges for domestic orders are not known at the time of the equipment invoice, a separate corresponding freight invoice will be issued. Regardless of the Incoterm applicable to the order, title to goods passes to Buyer at the first carrier, or upon receipt of Buyer's payment, whichever occurs first. Buyer shall inspect the goods upon receipt thereof and immediately report any damage or shortage to Seller and the carrier. Buyer shall file any claims for shortages or damage with the carrier. Risk of loss or damage in transit shall be borne entirely by Buyer at all times after the Goods are delivered to the first carrier. However, the right to stop delivery in transit shall remain with Seller until payment in full has been received by Seller.

**8. Shipment Date; Storage.** All shipment dates are estimated times provided to Buyer on basis of Seller's best estimate for informational purposes only and are not guaranteed. Seller shall not be liable for loss or damage resulting from Force Majeure, delays of carriers, or any other causes that are unavoidable or beyond the control of Seller. Any claim for loss of the Goods in transit should be made by Buyer directly with the carrier. If Goods cannot be delivered by reason of Buyer's failure to give shipping instructions, to remit payments due or for any other cause attributable to Buyer, Seller may store Goods, at Buyer's cost and risk, in a manner deemed appropriate by Seller. Storage charges are invoiced with payment terms of Net 10 days.

**9. Force Majeure.** No party shall be deemed in breach of this Agreement for any delay, non-performance, or failure to fulfill any obligation, excluding payment obligation, (the “Contractual Breach”) so long as and to the extent that such Contractual Breach is caused by any circumstances beyond the parties’ control (“Force Majeure”). Force Majeure includes, but is not limited to, strikes, fires, floods, earthquakes, explosions, blockades, embargoes, piracy, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, diseases, epidemics (including but not limited to COVID-19/coronavirus), travel and other governmental restrictions, shortage of raw materials, or any acts of God. In the event of any such delay, the time for the fulfillment of contractual obligations (other than a payment obligation) shall be extended to a period equal to the time (taking into account business conditions and capacity constraints) lost by the delay. A party invoking this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other party of the nature and extent of any such force majeure; and (b) use commercially reasonable efforts to remove any such obstacle and resume performance under this Agreement. A party invoking this provision shall have no liability for any costs, losses, expenses, damages incurred due to force majeure.

**10. Cancellation.** Orders shall not be subject to cancellation by Buyer for any reason, except with Seller’s written consent and upon terms that will indemnify, defend, and hold harmless Seller against all losses and/or damages. Buyer agrees to pay reasonable cancellation charges.

**11. Inspection and Acceptance.** Buyer shall promptly, but no later than 10 days from the date of delivery, inspect all Goods upon delivery. Goods and Services shall be deemed accepted unless Buyer issues a written notice of major defects within this period. Buyer may only refuse acceptance if the defect significantly reduces the normal and/or contractually stipulated use of the Goods or Services. If the Goods or Services contain defects not entitling Buyer to refuse acceptance, acceptance shall be made under the reservation that the defects are remedied. Buyer’s use of the Goods and/or Services shall be deemed to be acceptance. No claims for shortages will be allowed unless reported to Seller within 10 days of delivery. No other claims against Seller will be allowed unless asserted in writing within 30 days after delivery.

**12. Warranty; Exclusive Remedy.** Seller warrants to the Buyer for 12 months from date of initial operation, or 18 months from shipment, whichever occurs first, that Seller manufactured Goods that are the subject of this sale conform to Seller’s published specifications. Seller warrants to Buyer that the Goods shall be delivered free of any encumbrance, and that the Goods designed and manufactured by Seller shall be delivered free from the rightful claim of any third person for direct infringement of patent or copyright. Seller warrants to Buyer for 90 days from the completion of the Services that such Services shall be performed in a good and workmanlike manner. Seller will correct any failure or defect in Goods or the Services within a reasonable time after such notification at a location designated by Seller. If Seller is unable to repair the Goods and/or Services, Seller’s sole obligation under its warranty will be, at its option, to: (a) replace the Goods and/or perform the Services, or (b) refund the purchase price. These remedies are Buyer’s exclusive remedies for breach of warranty. Any action for breach of warranty must be commenced within 6 months following expiration of the applicable warranty period. Seller makes no warranties with respect to any Goods sold by, but not manufactured by Seller, but Seller will cooperate with Buyer in passing through any warranties received from the manufacturer of such Goods. Any suggestions by Seller or Seller’s agents regarding use, application, or suitability of the Goods and/or Services shall not be construed as an express warranty unless confirmed as such in writing by Seller.

Seller’s warranties shall not apply to defects or damages caused by: (a) Buyer’s failure to provide an installation environment in accordance with the specifications furnished to Seller; (b) Buyer’s use of the Goods and/or Services for purposes other than those for which they were designed/furnished; (c) Buyer’s use of unauthorized attachments or modifications to the Goods and/or Services (d) normal wear and tear; (e) any other abuse or misuse of the Goods and/or Services by Buyer.

**THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.**

**13. Replacement Parts.** If the Agreement is for replacement parts, Buyer warrants that any original

components into which these replacement parts will be incorporated are in satisfactory working condition and, to the extent such original components were manufactured by Seller, are not subject to the warranty exclusions described in Section 12 above.

**14. Limitation of Liability. IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT DAMAGES EXCEEDING THE PURCHASE PRICE OF THE GOODS/SERVICES GIVING RISE TO THE LIABILITY.**

**15. Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party from any liabilities, lawsuits, penalties, claims, or demands finally awarded or settled (including the reasonable direct costs, expenses, and reasonable attorneys' fees on account thereof) ("Claims") that may be made by any third party for injuries, including death to persons, or damage to property to the extent caused by the negligent or willful acts or omissions of the indemnifying party, its agents, contractors, or subcontractors. If Buyer and Seller are jointly or concurrently negligent in the performance of this Agreement, then costs from Claims shall be borne by each party in proportion to each party's own negligence. Buyer assumes liability for patent and copyright infringement for Goods made to Buyer's specifications and will defend and indemnify Seller from all related costs (including reasonable attorneys' fees). Buyer and Seller respectively agree to notify the other party promptly, in writing, of any Claims against them for which the other (the indemnifying party) is responsible under this section. Each party shall indemnify, defend, and hold harmless the other party from and against any losses in relation to Claims asserted against the other party by the indemnifying party's employees to the extent such Claims are caused by the negligent acts or omissions of the indemnifying party and/or its subcontractors. This indemnification obligation shall be in addition to, and exclusive of the parties' obligations to its employees under the relevant workers' compensation laws.

**16. Confidentiality.** "Confidential Information" means any and all information and/or data (whether in oral, written or electronic form) disclosed by either party or by its representatives or agents to the other (or its respective representatives or agents), including but not

limited to, any information, technical data, or know-how, including but not limited to, that which relates to research, product plans, products, services, customers' names and locations, markets, software, developments, inventions, processes, designs, drawings, specifications, diagrams, engineering, hardware configuration information, calculations, 3D math data, formula and analysis, laboratory testing (including results and reports), marketing or finances, the identity of parties, financial and business plans, strategies and projections, if such information: (A) is, at the time of disclosure or promptly thereafter, marked or otherwise indicated (orally or in writing) as confidential or proprietary by the disclosing party or its representatives or agents; or (B) due to its character or nature would be treated as confidential by a reasonable person in a like position and under like circumstances. "Confidential Information" shall not include information the receiving party can demonstrate: (i) was independently developed by the receiving party without use of, reliance on or reference to Confidential Information or other intellectual property of the disclosing party; (ii) is acquired by the receiving party from a third party not under nondisclosure obligations to the disclosing party; or (iii) is or becomes part of the public domain through no breach by the receiving party of this Agreement. The receiving party shall not disclose any Confidential Information of the other party to any third party, or use such information itself for any purpose other than for performing its obligations or exercising its rights expressly set out in this Purchase Order, unless the receiving party obtains prior written permission from the disclosing party to do so. The receiving party shall maintain the Confidential Information with at least the same degree of care that the receiving party uses to protect its own similar categories of confidential and proprietary information but in no event with less than commercially reasonable and prudent care.

Buyer shall not engage in, cause to be engaged in, or permit any reverse engineering of Seller's Confidential Information, the Goods or the Services, or component parts thereof. "Reverse engineering" is defined as attempting, through analysis (e.g., via disassembly or testing) of any of Seller's Confidential Information, the Goods or the Services, or component parts thereof or component parts thereof, to determine their functionality and thereby gain the ability to alter or reproduce that functionality. Without limiting the foregoing, "reverse engineering" includes attempts to alter, modify or adapt any software provided by Seller,

including but not limited to translating, decompiling, disassembling, or creating derivative works of such software, and Buyer may not take any other steps intended to produce a source code statement of such software or any part thereof without Seller's express written consent, which can be withheld for any reason.

**17. Software.** Buyer represents and warrants that it will comply with the general terms and conditions of software manufacturers for their software products contained in Seller's Goods. Buyer acknowledges and agrees that each such software manufacturer's standard license agreement shall be between the Buyer and such manufacturer and shall govern Buyer's right to use the software and may be in the form of a "click-to-accept" or "shrink-wrap" license.

**18. Ownership of Work, Intellectual Property.** Seller retains all rights, title, and interest in and to any intellectual property that it provides, develops and/or makes available to Buyer in connection with the performance of this Agreement, including without limitation those embodied in Seller's Goods, equipment and system designs, control algorithms and other software and computer-related technologies, as well as Seller's tradenames, trademarks, inventions, patents, copyrights, know-how, ideas, algorithms, concepts and any other related materials provided by Seller hereunder ("Seller Intellectual Property"). Seller will own all improvements to the Seller Intellectual Property, including new Seller Intellectual Property, that arise in connection with this Agreement and either include Seller Intellectual Property or include or are based on Seller Confidential Information.

If Seller generates work product from its Services hereunder to enable Buyer's intended use of the Goods, then Seller grants to Buyer a non-exclusive, perpetual, non-transferable (except to a buyer of substantially all of the Goods sold hereunder), royalty-free right and license to use Seller's intellectual property in such work product solely in connection with operating and using the Goods sold hereunder for their intended use(s).

Seller reserves all rights not expressly granted herein.

**19. Hazardous Properties of Buyer's Products and Ingredients.** Buyer represents that Buyer's facility in which the Goods will initially reside complies with all fire codes and any laws regarding handling of hazardous materials including NFPA 652, and that the current

product handled in Buyer's facility and its process throughout the plant does not represent a fire or explosive risk, and therefore, does not require to have Kst and Pmax values supplied to Seller. Buyer understands the Goods provided under this Agreement does not contain fire and explosion safety options. Seller is not responsible for any future changes in the material handled by the Equipment included in this Agreement and/or changes to the Kst and Pmax values.

**20. Independent Contractor.** It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, or agency. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.

**21. Severability.** In the event that a portion of this Agreement is found unlawful, then that portion shall be deemed to have been amended to the extent necessary to be lawful, and the remainder of this Agreement shall be enforceable to the fullest extent permissible by law.

**22. Trade Compliance.** Seller's performance of its contractual obligations including the provision of Goods (including software and/or technology) or Services is contingent on confirmation that the performance of the contract does not conflict with any laws (e.g., foreign trade laws, export control regulations, embargos, sanctions, customs regulations).

Buyer acknowledges that Goods and/or Services may include hardware and software that are subject to customs and export control laws and regulations of the United States (including the Foreign Corrupt Practices Act)—regardless of where such Goods and Services are furnished—as well as the country in which the Goods are manufactured and/or received. Buyer undertakes to comply with all applicable laws, including those governing the re-export or forwarding of Goods (including but not limited to software, technology, and the related documentation) to third parties.

Buyer agrees to defend, indemnify, and hold Seller harmless for any fine, penalty, claim, suit, demand, liability, cause of action, damage, or cost (including reasonable attorneys' fees) for any actual or alleged violation of foreign trade laws.

**23. Assignment.** Buyer may not assign any portion of this Agreement in any manner whatsoever without the prior written consent of Seller, and the Agreement shall be binding on the parties, their successors, and assigns.

**24. Compliance with Laws.** The parties shall comply with all applicable laws, orders, codes, and regulations, including, without limitation, those relating to licensure, certification, permitting, privacy, security, environment, labor standards, and occupational health and safety. If, at any time, Seller's performance of a Purchase Order would violate any applicable laws, Seller shall be entitled to cancel the Purchase Order without liability.

**25. US Equal Employment Opportunity Regulations.** To the extent employment activities of the parties occur in the United States and if otherwise applicable, the parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**26. Survival.** The rights and obligations in Sections 7, 12, 14, 15, 16, 17, 18, 22, 24, 27, and 28 will survive cancellation, expiration or termination of this Agreement.

**27. Settlement of Disputes.** If the parties cannot resolve a dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute within 30 days, any controversy or claim arising out of or relating to this Agreement (including questions related to the arbitrability of claims or controversies under this Agreement), or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). The award rendered by the arbitrator(s) shall be final and binding on the parties and

may be entered an enforced in any court having jurisdiction. If the Parties' dispute is for \$500,000 or less, there shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default therefor, appointed by the AAA in accordance with its Commercial Rules. If the Parties' dispute exceeds \$500,000, there shall be three arbitrators. In such a matter, the Parties agree that one arbitrator shall be appointed by each party within twenty (20) days of receipt by respondent of the Request for Arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules, with the third presiding arbitrator appointed by agreement of the two Party-appointed arbitrators within fourteen (14) days of the appointment of the second arbitrator or, in default of such agreement, by the AAA. The arbitration shall take place in Kansas City, Missouri. The arbitration shall be conducted and the award shall be rendered in the English language. The arbitrator(s) will have no authority to award punitive, consequential, indirect, or special damages, and the arbitrator(s) will have no authority to award direct damages in excess of the limitation of liability in this Agreement. Notwithstanding the Parties' agreement to arbitrate all controversies or claims related to this Agreement, nothing in this Section shall prohibit a Party from seeking injunctive relief in emergent circumstances, including but not limited to, the dissemination of its intellectual property. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder, provided Seller shall only be obligated to continue its obligations if Buyer has fulfilled all its payment obligations hereunder. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND INTELLIGENTLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING RELATED TO THIS AGREEMENT OR ANY PURCHASE ORDER PURSUANT TO THIS AGREEMENT.

**28. Governing Law.** This Agreement and the sale and delivery of Goods or Services hereunder and the Parties rights and liabilities shall be deemed to have taken place in and shall be governed in accordance with the laws of the State of Missouri, USA without regard to conflicts of law principles. Buyer agrees that all cause of action under this Agreement shall be brought (as appropriate) in the Circuit Court of Platte County, Missouri, or the United States District Court for the Western District of Missouri. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.