

Terms and Conditions of Sale

1. **Scope:** These Terms and Conditions of Sale shall be the sole terms and conditions governing the sale of products ("Products") by Aegex Technologies, LLC and its subsidiaries to the party listed on the purchase order or other order documentation ("Buyer"). Aegex Technologies' acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of these terms and conditions. Any and all Buyer terms and conditions are hereby rejected and shall be of no effect.
2. **Prices:** All prices are invoiced and payable in U.S. Dollars. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions that are not a part of the original price quotation. Prices are exclusive of all federal, state, municipal or other government excise, sales, use, occupational or like taxes, tariffs, customs, duties and importing fees, the payment of which shall be the sole responsibility of Buyer regardless of whether invoiced to Buyer by Aegex Technologies. Prices are consequently subject to increase by the amount of any such tax, tariff, duty, or fee that Aegex Technologies pays or is required to pay or collect upon sale or delivery of the Products. Any certificate of exemption or similar document or proceeding required to exempt the sale of Products from sales or use tax liability shall be obtained by Buyer at its expense. Prices may be adjusted if Products are not tendered for delivery within twelve (12) months after Aegex Technologies' receipt of the order for such Products. If Buyer fails to take delivery of the quantity of Products upon which a quantity discount price, if any, is based, Buyer will be back-billed an amount based on the quantity actually delivered here under and upon the quantity pricing schedule in effect at the time the order was placed. Such charges will be in addition to any cancellation charges.
3. **Terms of Payment:** Terms are cash upon delivery, except where satisfactory open account credit is established, in which case terms of payment are net thirty (30) days from the date of invoice. Aegex Technologies reserves the right at any time to revoke any credit extended to the Buyer for any risk deemed good and sufficient by Aegex Technologies. Aegex Technologies will issue invoices on delivery in the case of all Products; and if deliveries are authorized in installments, each shipment shall be invoiced and paid when due without regard to other scheduled deliveries. Overdue payments shall be subject to finance charges computed at a periodic rate (to the extent permitted by law) of 1.5% per month (18% per year). Amounts owed by the Buyer with respect to which there is no dispute shall be paid without set-off for any amounts that the Buyer may claim are owed by Aegex Technologies and regardless of any other controversies that may exist. Buyer does hereby grant to Aegex Technologies a security interest in the Products and proceeds therefrom as security for the performance by Buyer of all its obligations hereunder.
4. **Shipment:** Unless specific instructions to the contrary are supplied by the Buyer, Aegex Technologies will select the carrier and ship the Products to the Buyer's address indicated on Buyer's purchase order. All Products will be scheduled for shipment in accordance with Aegex Technologies' minimum order policy and applicable shipment sequence. Aegex Technologies reserves the right to make shipments in installments. Aegex Technologies reserves the right to make shipments when Product is available and shall invoice shipments as made. Aegex Technologies reserves the right to allocate production and deliveries among its various customers under any circumstances. Aegex Technologies will confirm in writing, and amend as appropriate, the shipment schedule. Aegex Technologies will not assume any liability in connection with the shipment or constitute any carrier as its agent. Buyer shall be responsible for making all claims with carriers, insurers, warehousemen and others for non-delivery, loss, damage or delay. All claims for damages to the Products or shortages must be made within thirty (30) days of shipment. Under no circumstances shall Aegex Technologies be liable to Buyer for any delay either in shipment or in delivery.
5. **Title and Risk of Loss:** Except as otherwise stated herein, all Products will be shipped Ex works Factory Budapest for destinations outside the Americas and Ex Works Atlanta for destinations inside the Americas. Ownership of, and risk of loss with respect to, the Products shall pass to Buyer upon delivery thereof by Aegex Technologies to Buyer or to a carrier for shipment to Buyer, whichever is earlier,

regardless of whether Aegex Technologies will install or supervise the installment of the Products. Products held or stored by Aegex Technologies for the Buyer shall be at the sole risk of Buyer, and Buyer shall be liable for the expense to Aegex Technologies of holding or storing Products at Buyer's request.

6. Cancellation, Rescheduling, Returns and Modifications: Any request for order cancellation, rescheduling, return, or modification must be made in writing and such action must be approved in writing by an authorized agent of Aegex Technologies. Aegex Technologies, at its option, may accept or reject any such request by Buyer, and Aegex Technologies reserves the right to impose charges on Buyer in connection therewith. Buyer shall not return any Products for any reason without the prior authorization of Aegex Technologies and issuance of a Return Merchandise Authorization (RMA) number.
7. Source Inspection: Source inspection by Buyer or Buyer's customer must be stipulated in writing, at the time of ordering, and is subject to reasonable charges and safety and security conditions. Buyer shall have no right of access to any Aegex Technologies facility except as specifically authorized in advance by Aegex Technologies. Buyer or Buyer's agent shall indemnify and hold Aegex Technologies harmless from any and all suits, damages, and expenses of Buyer, his agent or his customer resulting from personal injury including death or loss or damage of property occurring during, or in connection with, any visit to any Aegex Technologies facility.
8. Warranty: Except as otherwise provided herein, Aegex Technologies warrants to the Buyer that for one (1) year from the date title to the Product passes, each Product sold hereunder will be free of defects in materials or workmanship and will conform to specifications set forth in published data sheets (or in published user manuals for Aegex Technologies' system products). Conformity to specifications shall be to those specifications published at the time title passes. Aegex Technologies' sole liability and responsibility under this warranty is to repair or replace any Product that is returned to it by Buyer and that Aegex Technologies determines does not conform to the warranty or credit Buyer's account for such returned Product. Product returned to Aegex Technologies for warranty service will be shipped to Aegex Technologies at Buyer's expense and will be returned to Buyer at Aegex Technologies' expense. Aegex Technologies' obligation to honor its warranty is contingent upon receipt of payment in full for the Products entitled to such warranty.
9. Warranty Disclaimer: EXCEPT AS PROVIDED HEREIN, AEGEX TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. AEGEX TECHNOLOGIES SHALL HAVE NO WARRANTY OBLIGATION UNTIL IT RECEIVES PAYMENT IN FULL FOR THE PRODUCT UNDER WARRANTY. LABELING ON PRODUCTS AND PACKAGING IS INTENDED SOLELY FOR COMPLIANCE WITH APPLICABLE LAW AND AEGEX TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT ARISE FROM SUCH LABELING OTHER THAN AS REQUIRED BY APPLICABLE LAW. IN NO EVENT SHALL AEGEX TECHNOLOGIES BE RESPONSIBLE UNDER ITS WARRANTY FOR ANY DEFECT THAT IS CAUSED BY NEGLIGENCE OF BUYER OR A THIRD PARTY, MISUSE OF A PRODUCT OR MISTREATMENT OF A PRODUCT. AEGEX TECHNOLOGIES SHALL HAVE NO RESPONSIBILITY FOR ANY PRODUCT THAT HAS BEEN ALTERED OR MODIFIED IN ANY WAY. AEGEX TECHNOLOGIES SHALL HAVE NO RESPONSIBILITY TO THE EXTENT ANY DEFECT OR FAILURE IS CAUSED BY NONCOMPATIBILITY OF THE PRODUCTS WITH OTHER COMPONENTS USED BY BUYER. AEGEX TECHNOLOGIES SHALL HAVE NO RESPONSIBILITY FOR NONSTANDARD PRODUCTS OR PRODUCTS PURCHASED THROUGH UNAUTHORIZED CHANNELS. THE WARRANTY OF REPLACEMENT PRODUCTS SHALL TERMINATE WITH THE WARRANTY OF THE PRODUCT.
10. Limitations of Liability: AEGEX TECHNOLOGIES' EXPRESS WARRANTY TO BUYER AND THE INTELLECTUAL PROPERTY INDEMNITY DESCRIBED HEREIN ARE SOLELY FOR THE BENEFIT OF BUYER AND NO OTHER PARTY, CONSTITUTE AEGEX TECHNOLOGIES' SOLE LIABILITY AND THE BUYER'S SOLE REMEDY WITH RESPECT TO THE PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, INDEMNITIES, LIABILITIES AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED IN A WRITING SIGNED BY BOTH PARTIES, AEGEX TECHNOLOGIES DOES NOT INDEMNIFY, NOR DOES IT HOLD BUYER HARMLESS, AGAINST ANY LIABILITIES,

LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES) RELATING TO ANY CLAIMS WHATSOEVER, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURIES, DEATH OR PROPERTY DAMAGE RELATING TO THE PRODUCTS SOLD HEREUNDER. IN NO EVENT SHALL AEGEX TECHNOLOGIES BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF USE DAMAGES, DUE TO ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF AEGEX TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST AEGEX TECHNOLOGIES MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED. THE TOTAL LIABILITY OF AEGEX TECHNOLOGIES TO BUYER AND/OR ANY OTHER PARTY FROM ANY LAWSUIT, CLAIM, WARRANTY OR INDEMNITY SHALL NOT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY BUYER TO AEGEX TECHNOLOGIES FOR THE SPECIFIC PRODUCTS (AS IDENTIFIED BY PART NUMBER) SOLD UNDER THE ORDER SHIPMENT(S) AT ISSUE WITHIN THE PRIOR TWELVE (12) MONTHS THAT GAVE RISE TO THE LAWSUIT, CLAIM, WARRANTY OR INDEMNITY. THE EXISTENCE OF MULTIPLE CLAIMS RELATED TO THE SAME PRODUCT AT ISSUE SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

11. Use in Life Support and Other Critical Applications: Products sold by Aegex Technologies are not designed, intended or approved for use in life support, implantable medical devices, transportation, nuclear, safety or other equipment where malfunction of the Product can reasonably be expected to result in personal injury, death, severe property damage or severe environmental harm. Buyer uses or sells Products for use in such critical applications at Buyer's own risk and agrees to defend, indemnify and hold harmless Aegex Technologies from any and all damages, claims, suits, or expenses resulting from such use.
12. Intellectual Property Rights Indemnity: Aegex Technologies agrees to indemnify and defend Buyer against any claim that a Product, as delivered, infringes a valid and enforceable United States patent, United States copyright, United States trademark or other United States intellectual property right, provided that Aegex Technologies is promptly advised of any such claim or action and has sole control of the defense of any such action and all negotiations for its settlement or compromise ("Claim"). Buyer shall provide Aegex Technologies with all information and assistance required by Aegex Technologies to defend any such Claim. Aegex Technologies shall not be responsible for any settlement or compromise made without its prior written consent. Aegex Technologies shall have no obligation to reimburse Buyer for costs and expenses incurred in connection with a Claim until the Claim is fully litigated or properly settled or compromised. If at any time use of a Product is the subject of a Claim or, in the opinion of Aegex Technologies, is likely to become the subject of a Claim, Aegex Technologies shall have the right, but not the obligation, at its sole option and expense, to either procure for Buyer the right to continue using the Product, replace or modify the Product so that it becomes non-infringing or accept the return and grant Buyer a credit for the Product as depreciated. If Aegex Technologies elects to accept the return, Buyer shall return to Aegex Technologies any and all Products remaining in Buyer's possession, custody, or control. Aegex Technologies shall not have any liability to Buyer for any infringement or other violation of a third party right that is based in any way upon (i) the use of the Product in combination with other components, equipment or software not furnished by Aegex Technologies, provided that Aegex Technologies shall have no liability related to third party software; (ii) the use of the Product in practicing any process or method; (iii) any Product that has been modified or altered; (iv) the manner in which the Product is used even if Aegex Technologies has been advised of such use; (v) Aegex Technologies' compliance with the Buyer's designs, specifications or instructions; (vi) the use of the Product after Buyer has received notice of such infringement or other violation, and Aegex Technologies has offered a replacement, modification or refund therefor, or (vii) compliance with an industry standard or communication protocol. THE ABOVE INDEMNITY STATES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND IS IN LIEU OF ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO INFRINGEMENT.
13. Assignment: These terms and conditions are not assignable by Buyer and any attempt to assign any rights, duties or obligations arising hereunder shall be void. Aegex Technologies may, as it deems

necessary, subcontract any part of the work or services to be provided pursuant to these terms and conditions.

14. **Arbitration:** If a dispute, controversy, or claim arises out of or relates to these terms and conditions, or the breach, termination, or validity thereof, and if either party decides that the dispute cannot be settled through direct discussions, the parties agree to settle the dispute through arbitration. The arbitration shall be conducted by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The seat of the arbitration shall be Atlanta, Georgia and the arbitration shall be conducted in the English language. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of these terms and conditions. The arbitral award shall be in writing and shall be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the parties or their assets. Subject to any arbitral award, costs of arbitration shall be borne equally by the parties. The arbitration requirement does not limit the right of either party to obtain provisional or ancillary remedies, such as injunctive relief, before, during or after any arbitration proceeding.
15. **Governing Law:** Except as provided below, any and all matters in dispute between the parties, whether arising from or relating to these terms and conditions or arising from alleged extra-contractual facts including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of contract, shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia, without resort to the State's conflict of laws provisions and regardless of the legal theory upon which such matter is asserted, and any applicable United States federal law. The sole jurisdiction and venue for all actions related to the subject matter hereof shall be the state and federal courts located in Fulton County, Georgia.
16. **Force Majeure:** Aegex Technologies shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is due to any cause or event beyond Aegex Technologies' control, including, without limitation, acts of nature, pandemics, epidemics, unavailability of supplies or sources of energy, riots, wars, terrorist acts, sabotage, fires, strikes, labor difficulties, delays in transportation, delays in delivery or defaults by Aegex Technologies' vendors, or acts or omissions of the Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and the Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for a period in excess of one-hundred-twenty (120) days, Aegex Technologies or Buyer shall have the right by written notice to the other to cancel the order for the Products subject to the delayed delivery without further liability of any kind.
17. **General**
 - **Export:** Buyer acknowledges and agrees that the Products being sold hereunder are subject to the export control laws and regulations of the United States and/or other national governments. Buyer will comply with these laws and regulations. These laws and regulations include, but are not limited to, the U.S. Export Administration Regulations (US EAR), the U.S. State Department's International Traffic in Arms Regulations (ITAR), sanction regimes of the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) and export laws and regulations of the European Union (EU) and/or any of its member states. Buyer shall not, without prior U.S. Government authorization, export, re-export, or transfer any commodities, software, or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of said countries, or to any person, organization, or entity on any of the restricted parties lists maintained by the U.S. Departments of State, Treasury, or Commerce. In addition, any Products sold hereunder may not be exported, re-exported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g., nuclear, chemical, or biological weapons, and the missile technology to deliver them).

- Sales and Distribution to the United States Government: In any contract with the United States government or in any contract that is a subcontract of any tier under a United States government contract:
 1. Aegex Technologies accepts only those clauses of the United States Federal Acquisition Regulations (FAR) that the regulations themselves mandate be flowed-down to a party in Aegex Technologies' position, given all relevant limitations, including Aegex Technologies' status as a customer or a subcontractor and the size and type of contract; and
 2. Aegex Technologies retains proprietary rights in all technical data and computer software provided under such contract. Neither the United States government nor any higher-tier contractor under a United States government contract receives any rights in technical data and computer software beyond the rights provided to all commercial customers under these terms and conditions, except that Aegex Technologies grants to the United States government the minimum additional rights required under the narrowest applicable provisions of the FAR or DFARS. Except as specifically agreed in writing, Aegex Technologies will not provide certified cost and pricing data and therefore does not accept any Cost Accounting Standards, defective pricing, or audit requirements.
- Compliance with Laws: Buyer shall comply, and shall cause its employees to comply, with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions and agreements to the extent that any of the foregoing have the force of law by being directly enforceable by a governmental authority, a court or other proper tribunal (collectively "Laws"), including but not limited to (a) anti-bribery and recordkeeping Laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD"), and the Inter-American Convention Against Corruption, (b) environmental Laws, and (c) import and export control Laws, including but not limited to the U.S. Export Administration Regulations (US EAR), the U.S. State Department's International Traffic in Arms Regulations (ITAR), sanction regimes of the U.S. Department of Treasury Office of Foreign Assets Controls (OFAC), export laws and regulations of the European Union (EU) and/or any of its member states and export laws of other national governments. Buyer shall not, without prior U.S. Government authorization, export, re-export, or transfer any commodities, software or technology, either directly or indirectly, to any country subject to a U.S. trade embargo or sanction or to any resident or national of said countries, or to any person, organization, or entity on any of the sanctioned parties lists maintained by the U.S. Departments of State, Treasury or Commerce. Buyer shall comply, and shall cause its employees to comply, with all applicable laws, ordinances and/or directives of countries in which they conduct business as they relate to the Universal Declaration of Human Rights, child labor laws, data privacy laws, criminal reporting laws, Environmental, Health and Safety laws or any similar laws, including, but not limited to identifying and filing or purchasing (as applicable) any and all required permits, certificates, licenses, insurance, approvals and inspections required in performance of its obligations hereunder.
- Bankruptcy or Insolvency: Aegex Technologies reserves the right, by written notice of default, to cancel any order, without further obligation or liability to Buyer, on the occurrence of any of the following: (i) the insolvency of Buyer; (ii) the filing of a voluntary petition in bankruptcy by Buyer; (iii) the filing of an involuntary petition to have Buyer declared bankrupt; (iv) the appointment of a receiver or trustee for Buyer; (v) the execution by Buyer of an assignment for the benefit of creditors; (vi) the discontinuance of business by Buyer; or (vii) the sale by Buyer of the bulk of its assets other than in the usual course of business.
- Severability: Should any of these terms and conditions be held by a court of competent jurisdiction to be contrary to law, that term or condition will be enforced to the maximum extent permissible, and the remaining terms and conditions will remain in full force and effect.

- No Agency: Aegex Technologies and Buyer are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these terms and conditions. Buyer is solely responsible for its employees and agents and shall indemnify Aegex Technologies against any claim, liability, cost, or damage related to Buyer's actions or those of its employees or agents, including, but not limited to, the making of unauthorized warranties or representations on behalf of Aegex Technologies.
- Third Party Beneficiaries: Buyer represents that there exist no third-party beneficiaries to Buyer's rights hereunder.
- Basis of Bargain: THE PARTIES AGREE THAT THE WARRANTY DISCLAIMER, THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY PROVISIONS ARE MATERIAL, BARGAINED TERMS THAT ARE FUNDAMENTAL TO THESE TERMS AND CONDITIONS AND ARE REFLECTED IN THE CONSIDERATION TO BE GIVEN BY BOTH PARTIES UNDER THESE TERMS AND CONDITIONS AND IN THE DECISION BY BOTH PARTIES TO ACCEPT THESE TERMS AND CONDITIONS.
- Entire Agreements and Amendments: These terms and conditions constitute the entire agreement between the parties and supersede all previous communications, whether oral or written. Any change to these terms and conditions may be made only upon mutual agreement of the parties in writing.