

## A. Acceptance/Agreement

- (1) These terms and conditions of sale (these „Terms“) are the only terms that govern the sale of the goods („Goods“) by FAULHABER MICROMO LLC („Seller“) to the buyer named on the Order Confirmation (as defined below) („Customer“). Collectively Customer and Seller are referred to as the „Parties“ and individually as „Party.“ All orders are subject to factory acceptance. The accompanying order confirmation (the „Order Confirmation“) and these Terms (collectively, this „Agreement“) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
- (2) This Agreement supersedes any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Seller expressly rejects Customer's general terms and conditions of purchase, and fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions or serve to modify or amend these Terms. Acceptance of the Order Confirmation by Customer (which shall be deemed accepted should Customer not object in writing within five business days of receipt of the Order Confirmation) is a prerequisite to the purchase of the Goods and shall operate as an acceptance of these Terms which are expressly incorporated into the Order Confirmation.

## B. Limited Warranty

- (1) Seller warrants to Customer that upon Delivery of the Goods to Customer: (a) the Goods will materially conform to Seller's published specifications in effect as of the date of manufacture under the corresponding Order Confirmation; and (b) Customer will receive good and valid title to the Goods, free and clear of all encumbrances and liens.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE GOODS SOLD UNDER THIS AGREEMENT. THERE IS NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- (2) The warranties under Section B(1) do not apply where the Goods have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by Seller, or improper testing, installation, storage, handling, repair, or maintenance; (ii) reconstructed, repaired, or altered by anyone other than Seller or its authorized representative; or (iii) used with any third-party product, hardware, or product that has not been previously approved by Seller.
- (3) Failure of the Customer to object in writing to any merchandise shipped to it by Seller within 30 days after receipt of the Goods, thereof will constitute complete acceptance by Customer of such Goods. Rejected Goods must be returned to Seller within 45 days after receipt and prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Customer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier. Customer has no right to return for repair, replacement, credit, or refund any Goods except as set forth in this Section B(3). In no event shall Customer reconstruct, repair, alter, or replace any Goods, in whole or in part, either itself or by or through any third party.
- (4) Seller shall not be liable for any incidental or consequential damages, losses or expenses directly or indirectly arising from the sale. In any event Seller's liability hereunder is expressly limited to the repair or replacement (at Seller's option) of non-conforming goods or at Seller's election, to the repayment or crediting of Customer with the purchase price of such goods.

THIS SECTION B(4) SETS FORTH THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION B(1).

- (5) SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## C. Cancellation by Customer

Prior to delivery of the Goods, Customer may terminate an Order in whole or in part for its convenience upon written notice („Cancellation Notice“) to Seller („Customer Order Termination“). In the event of a Customer Order Termination, the Seller shall issue an invoice to Customer listing the costs incurred by the Seller for work performed by the Seller and its affiliates and losses incurred or to be incurred by Seller and its affiliates relating to such cancellation („Final Invoice“). The Customer accepts the Final Invoice and shall pay the Final Invoice in full within five (5) business days after delivery of the Final Invoice to Customer. In the event that Customer fails to timely pay the Final Invoice, the Customer agrees to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses and other expenses which Seller may incur or pay.

## D. Confidential Information

All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as „confidential“ in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Customer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

## E. Delivery

- (1) All Goods are shipped FCA Seller's facility in Clearwater, Florida (Incoterms 2020). Seller will endeavor to ship for Delivery on Seller's agreed delivery date („Acknowledged Date“). „Delivery“ occurs when Seller places the Goods at Customer's or Customer's representative's disposal at the named place agreed to by Seller. Seller may make partial deliveries, which may be separately invoiced. Delivery delay will not relieve the Customer of its obligation to pay for Goods or to accept subsequent deliveries. If Seller cannot meet the Acknowledged Date, Customer and Seller agree to alternative arrangements. In the absence of such agreement, Customer's sole remedy is to cancel pursuant to Section C any order or portion of an order that Seller cannot deliver in compliance with the Acknowledged Date.
- (2) In the event of shipment errors, such as wrong Goods, quantity, or shipment to the wrong location, Customer must notify Seller within thirty (30) days from invoice date. Seller will then verify the claim and ship replacement parts or correct the error, as appropriate.

## F. Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's („Impacted Party“) reasonable control, including, the following force majeure events („Force Majeure Events“): (a) acts of God; (b) flood, fire, earthquake, pandemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) order or action by any governmental authority or requirements of law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party.

## G. Price

Customer shall purchase the Goods from Seller at the prices set forth on Seller's quotation. Customer shall pay for all shipping charges and insurance costs. In addition, all Prices are exclusive of, and Customer is solely responsible for and shall pay all Taxes, with respect to, or measured by, the manufacture, sale, shipment, use, or Price of the Goods (including interest and penalties thereon); provided, however, that Customer shall not be responsible for any Taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, Personnel or real or personal property or other assets. „Taxes“ means any and all present and future sales, income, stamp, and other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld, or assessed by any Governmental Authority, together with any interest or penalties imposed thereon.

## H. Payment Terms

Customer shall pay Seller all invoiced amounts due within 30 days after the date of Seller's invoice. Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Customer or other grounds for insecurity warrant such action. Customer shall pay interest on all late payments at the lesser of the annual rate of 18% or the highest rate permissible under applicable law. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise. All payments hereunder shall be in US dollars and made according to Seller's approved payment terms in accordance with Seller's Order Confirmation. Seller reserves the right to require pre-payment in its sole discretion. In the event the Customer overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, the Customer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder.

## I. Title and Risk of Loss

Title and risk of loss pass to Customer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Customer in, to, and under the Goods, wherever located,

and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code.

## J. Trade Regulation Compliance

- (1) Seller rejects any requirements for FAR and DFAR compliance, unless expressly accepted as part of an annual Representation and Certification signed by an authorized officer of the Seller.
- (2) Customer agrees to comply with the applicable export and trade laws of any country having jurisdiction over Customer or the Goods, including, without limitation, the Foreign Trade Regulations (15 C.F.R. Part 30), the Export Administration Regulations (15 C.F.R. Parts 730-774), U.S. Customs and Border Protection regulations (19 C.F.R. Chapter 1), any U.S. government list of parties with whom companies are prohibited from transacting business, any sanctions enforced by the U.S. government, and the requirements specified by any unit of foreign governmental authority (collectively, the „Export Laws“). Customer shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Goods to any destination, entity, or person i) in violation of any Export Laws, or ii) to the extent that any Export Laws require an export license or other governmental approval, without first obtaining such license or approval. In connection with each shipment of Goods, the Parties agree to cooperate with each other to provide any information or documentation that is legally necessary or reasonably useful for compliance with Export Laws, including Electronic Export Information or other data provided in electronic format, in the form and at the time specified by Export Laws or an applicable governmental authority.

## K. General Provisions

- (1) Any cause of action arising from this Agreement, or breach of it, must be commenced within one year after the cause of action occurs. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. Customer may not assign any rights to, or delegate any performance owed under the Agreement without the written consent of Seller.
- (2) The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- (3) This Agreement benefits solely the Parties to this Agreement. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (4) This Agreement is governed by, and construed in accordance with the laws of the State of Florida without giving effect to any conflict of laws provisions thereof. The application of the UN Sales Convention is expressly excluded. All legal proceedings shall be instituted in the state or federal courts of the State of Florida. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

April 2025