

Sales Agreement

This Sales Agreement ("Agreement") is made and entered into as of [Date], by and between:
Manufacturer: JD Manufacturing Inc., 309 Butler Avenue, Pine Bluffs, WY 82082.
Buyer: [Buyer Name]

1. Equipment and Scope

Manufacturer agrees to sell and Buyer agrees to purchase the equipment described in Exhibit A attached, subject to the terms herein and the incorporated Standard Terms and Conditions of Sale.

2. Payment Terms

Deposit: 50% of the purchase price due upon execution of this Agreement.
Pre-shipment: 40% of the remaining total purchase price due prior to shipment.
Final Payment: 10% of the remaining total purchase price due after acceptance and installation.
Payments shall be made in U.S. Dollars by wire transfer or other agreed method.

3. Delivery

Delivery shall be FOB point of shipment for domestic sales (per Wyoming Law) or EXW point of shipment (for international sales). Title and risk of loss pass upon delivery.

4. Free Technical Support

Manufacturer shall provide free technical support for five (5) years from the date of installation.

5. Potential Safety Hazards and Proper Use of Products

Buyer acknowledges that the equipment sold under this Agreement may involve inherent hazards, including but not limited to high-pressure systems, hazardous gases, and mechanical risks. Buyer agrees to strictly adhere to all safety markings, warning labels, and instructions provided by Manufacturer. Buyer shall ensure proper installation, operation, and maintenance of the equipment by qualified personnel only. Buyer shall implement appropriate hazard identification measures and provide adequate training to all operators. Failure to comply with these requirements may result in serious injury, death, or property damage. Buyer assumes full responsibility for ensuring compliance with all applicable safety standards and regulations.

6. Release of Liability

Buyer acknowledges that the equipment may involve hazardous materials or processes. To the fullest extent permitted by law, Buyer releases Manufacturer from any and all liability for damages, injuries, or losses arising from the installation, operation, or use of the equipment, except as expressly provided in Manufacturer's warranty policy.

7. Indemnity

Buyer will indemnify, defend (with counsel reasonably satisfactory to Manufacturer) and hold harmless the Manufacturer and its Affiliates, their successors and assigns, and their respective directors, officers, employees, shareholders, representatives, agents and customers (hereinafter collectively referred to as "Manufacturer Indemnitees") from and against any and all claims,

actions, suits, demands, proceedings, liabilities, damages, fines, penalties, judgments, costs, expenses and losses of any kind whatsoever, including, without limitation, reasonable attorney's fees and expert witness fees, to the extent arising out of or in connection with: (a) breach of this Agreement; and (b) any claims, of any nature whatsoever, alleging that any Products have caused or contributed to bodily injury or death or damage to real or personal property, to the extent such claim arises from or relates to: any modification, alteration, adaptation, repair, servicing, installation, or integration of the Products; any failure by Buyer or its agents to follow Manufacturer's instructions, specifications, manuals, or warnings; use of the Products in combination with any equipment, software, parts, or materials not supplied or approved by Manufacturer; or misuse, improper handling, improper storage, or operation of the Products outside their intended scope. This indemnity applies regardless of whether the modification or misuse was performed by Buyer, Buyer's employees, agents, contractors, customers, or any third party obtaining the Product through or on behalf of Buyer. This clause shall survive termination, expiration, or completion of this Agreement.

8. Product Liability

Manufacturer disclaims any liability beyond what is expressly stated in this Agreement and the incorporated Standard Terms and Conditions of Sale. Buyer assumes full responsibility for proper use, installation, operation, and maintenance of the equipment, and for compliance with all applicable safety standards and regulations. Buyer agrees to defend, indemnify, and hold Manufacturer harmless from any claims, damages, liabilities, costs, or expenses (including attorney's fees) arising out of Buyer's use, resale, or lease of the equipment; any third-party claims related to Buyer's operations or misuse of the equipment; and non-compliance with applicable laws or regulations. Manufacturer's liability for any claim shall not exceed the purchase price of the equipment and shall exclude any consequential, incidental, or punitive damages, including but not limited to loss of profits, downtime, or property damage.

9. Termination.

Manufacturer may terminate this Agreement, in whole or in part, immediately upon written notice to Buyer if any of the following occurs:

- A. Buyer fails to make any payment when due and such failure continues for five (5) calendar days after written notice;
- B. Buyer materially breaches any provision of this Agreement or the incorporated Standard Terms and Conditions of Sale and fails to cure such breach within ten (10) calendar days after written notice, if such breach is capable of cure;
- C. Buyer becomes insolvent, files or has filed against it a petition in bankruptcy, makes an assignment for the benefit of creditors, or has a receiver or trustee appointed over its assets;
or
- D. Buyer violates applicable export control, sanctions, safety, or compliance laws in connection with the equipment.

10. Suspension of Performance.

Without limiting its termination rights, Manufacturer may suspend performance, delivery, installation, training, or other services upon written notice if Buyer is in breach of this Agreement or if Manufacturer reasonably determines that Buyer's site conditions, safety practices, or

compliance failures create a risk to personnel or property. Any suspension shall not relieve Buyer of its payment obligations.

11. Termination for Convenience.

Manufacturer may terminate this Agreement for convenience upon thirty (30) days' written notice to Buyer. In such event, Buyer shall pay Manufacturer for: all equipment delivered or in production; all work performed and costs incurred prior to the effective date of termination; all non-cancelable commitments; and reasonable termination and restocking charges.

12. Effect of Termination.

Upon termination for any reason: all amounts due and owing shall become immediately due and payable; buyer shall cease use of the equipment and any licensed software except as expressly permitted by Manufacturer; title and risk of loss for delivered equipment shall remain as provided in this Agreement; manufacturer shall have no obligation to refund any amounts previously paid, except as expressly required by law.

13. Incorporated Terms

The parties agree that JD Manufacturing Inc.'s Standard Terms and Conditions of Sale (attached as Exhibit B) are incorporated by reference and shall govern this Agreement. This Agreement, together with Exhibits A and B, constitutes the entire agreement between the parties and supersedes all prior negotiations or communications.

14. Governing Law

All transactions shall be governed by the laws of the State of Wyoming, USA, excluding conflict of law rules. Any dispute with a party located in the U.S. arising out of or relating to transactions hereunder shall be brought only before any state or federal court with jurisdiction and venue located in Laramie County, Wyoming, and the parties hereby consent to exclusive jurisdiction in such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Manufacturer: _____ Buyer: _____

Dennis Michaud: President of JD Manufacturing, Inc.

Exhibit A - Equipment Description

[Detailed description of equipment and purchase price to be inserted here]

Exhibit B - Standard Terms and Conditions of Sale

STANDARD TERMS AND CONDITIONS OF SALE

GOODS AND SERVICES SOLD BY JD Manufacturing Inc. ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATIONS ARE OBJECTED TO AND SHALL NOT BE BINDING ON MANUFACTURER UNLESS AGREED TO IN WRITING BY A CORPORATE OFFICER OF MANUFACTURER. BY ISSUING A PURCHASE ORDER, ACCEPTING SHIPMENT OR PERFORMANCE, AND/OR PAYING FOR THE GOODS OR SERVICES, BUYER AGREES THAT IT ACCEPTS MANUFACTURER'S TERMS AND CONDITIONS OF SALE, INCLUDING MANUFACTURER'S WARRANTY POLICY. BUYER FURTHER AGREES THAT ALL INFORMATION PROVIDED BY MANUFACTURER, INCLUDING PRICING, IS MANUFACTURER'S CONFIDENTIAL INFORMATION AND MAY NOT BE DISCLOSED WITHOUT MANUFACTURER'S PRIOR WRITTEN CONSENT.

Price: Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by MANUFACTURER are subject to correction or change without notice. Prices do not include freight, shipping, and/or handling fees, or any present or future duties, tariffs, sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on value and/or weight of the shipment. Additional charges for local delivery may also apply. Export orders may be subject to other special pricing.

Payment Terms: Unless otherwise agreed in writing, terms of payment are thirty (30) days net, without setoff or deduction, from date invoice was mailed or goods are delivered, whichever is earliest, if Buyer's credit has been approved prior to sale. A late payment charge of 1.5% per month (an annual percentage rate of 18%) shall be charged on all past due accounts and Buyer shall pay MANUFACTURER all costs incurred by it in collecting any past due account from Buyer, including, but not limited to, all court costs and attorney's fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper credit.

Credit Balance: Any credit balance issued will be applied within one (1) year of its issuance. IF NOT APPLIED WITHIN 12 Months, THE BALANCE REMAINING SHALL BE CANCELLED, AND MANUFACTURER SHALL HAVE NO FURTHER LIABILITY EXCEPT AS REQUIRED BY APPLICABLE LAW.

Insurance. Buyer shall, at its own expense, procure and maintain throughout the term of this Agreement and for as long as the equipment is installed, operated, stored, leased, or otherwise used by Buyer or its customers, the following insurance coverage with insurers, duly acceptable to the Manufacturer:

1. Commercial General Liability Insurance (including products/completed operations) with limits of not less than USD \$2,000,000 per occurrence and USD \$5,000,000 aggregate.
2. Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Insurance with limits of not less than USD \$1,000,000.
3. Property Insurance covering loss or damage to the equipment from all risks, including transit, installation, testing, and operation, for not less than the full replacement value of the equipment.

Buyer's insurance shall:

- Name JD Manufacturing Inc., its affiliates, officers, directors, employees, and agents as additional insureds (except for workers' compensation);
- Be primary and non-contributory with respect to any insurance maintained by Manufacturer;
- Contain a waiver of subrogation in favor of Manufacturer to the fullest extent permitted by law; and
- Not be cancelled or materially modified without at least thirty (30) days' prior written notice to Manufacturer.

Upon request, Buyer shall provide certificates of insurance evidencing the required coverage. Failure to maintain the required insurance shall constitute a material breach of this Agreement and shall not limit Buyer's indemnification obligations.

Manufacturer Insurance. Manufacturer shall maintain commercially reasonable insurance coverage customary for manufacturers of similar equipment. Nothing in this Agreement shall be construed to increase Manufacturer's liability or waive any limitation of liability set forth herein.

Delivery: Unless otherwise noted, all domestic sales of goods are made F.O.B. point of shipment, pursuant to WY Stat. § 34.1-2-319, and all international sales of goods are made EXW point of shipment Incoterms 2020. In all cases, title shall pass upon delivery and thereafter all risk of loss or damage shall be upon Buyer. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Buyer shall inspect the equipment immediately upon delivery solely for visible shipping damage, shortages, or discrepancies in item count. Buyer shall notify, in writing, MANUFACTURER of any claims related to shipping damage or shortages within five (5) calendar days from delivery. Failure to provide timely notice shall constitute final and irrevocable acceptance of goods as delivered for all purposes under this Agreement.

Installation and Site Responsibility: Buyer bears sole responsibility for ensuring that the installation site, utilities, safety systems, environmental conditions, and operating parameters comply with Manufacturer's requirements prior to installation. Manufacturer shall have no responsibility or liability for deficiencies caused by site conditions or Buyer-provided utilities.

Delays or failures in testing or acceptance attributable to Buyer's site, personnel, materials, or utilities shall not excuse Buyer's payment obligations.

Scope of Installation Services. If installation services are purchased separately or included in Exhibit A, Manufacturer shall provide supervisory installation services only, consisting of:

1. technical guidance to Buyer's qualified personnel during assembly, placement, and connection of the equipment; and
2. verification that the installation meets Manufacturer's written specifications.

Manufacturer does not provide mechanical, electrical, rigging, construction, civil, or utility-related labor unless expressly stated in Exhibit A.

Buyer is solely responsible for:

- All site preparation, permits, utilities, foundation, ventilation, safety systems, and environmental controls;
- Lifting equipment, scaffolding, forklifts, cranes, and consumables; and
- Ensuring compliance with local laws, codes, and regulations.

Site Readiness Requirements. As a condition precedent to installation, Buyer shall ensure that:

- The site meets all written technical, environmental, and safety requirements;
- Utilities (power, water, gas, compressed air, network, etc.) are fully installed, stable, and tested;
- All equipment is positioned, anchored, and accessible as instructed; and
- All required safety clearances, guards, ventilation, and protections are in place.

If the site is not ready when installation personnel arrive, Manufacturer may charge Buyer daily delay fees, standby charges, or require rescheduling at Buyer's sole expense.

Installation Schedule. Manufacturer will schedule installation based on resource availability following Buyer's confirmation of site readiness. Buyer must provide a minimum of fourteen (14) calendar days' notice to request schedule changes. Cancellations, delays, or rescheduling caused by Buyer shall result in additional charges, including travel and lodging costs.

Training Services. Manufacturer shall provide basic operator training for Buyer's designated personnel upon completion of installation. Training shall cover:

- Equipment startup and shutdown procedures;
- Safe operation fundamentals;
- Basic troubleshooting steps; and
- Routine maintenance requirements.

Training is limited to a maximum of one (1) business day, unless otherwise stated in Exhibit A. Additional or repeated training sessions are available at Manufacturer's then-current rates.

Training does not cover advanced diagnostics, process engineering, regulatory compliance, or Buyer-specific production workflows unless expressly purchased by Buyer.

Buyer Responsibilities for Training. Buyer shall ensure that:

- All personnel attending training are qualified and capable of safely operating industrial equipment;
- Training attendees are available at the scheduled time; and
- All required PPE and safety compliance measures are in place.

If Buyer personnel fail to attend scheduled training, additional sessions shall be charged separately.

Other Related Expenses. Buyer shall be responsible for all travel, lodging, meals, visas, local transportation, insurance, per-diem, and related costs for Manufacturer's personnel. Manufacturer may require full pre-payment of estimated travel expenses before scheduling services.

Safety and Compliance. Buyer shall always maintain a safe working environment. Manufacturer's personnel may suspend services without penalty if unsafe conditions exist. Such suspension shall not delay Buyer's payment obligations and may incur additional charges.

No Guarantee of Performance Output. Installation or training services do not create any guarantee of production capacity, throughput, efficiency, or suitability for specific processes. Buyer acknowledges that performance results depend on process variables outside Manufacturer's control.

No Modification of Warranty. Installation and training services do not alter or expand Manufacturer's warranty obligations. All warranty coverage remains strictly subject to the written warranty provisions.

Completion of Installation. Installation shall be deemed complete when Manufacturer verifies that the equipment is assembled and capable of performing basic operational functions under normal conditions.

Completion of installation triggers Buyer's obligations related to:

- commencement of acceptance testing;
- payment of any remaining service invoices; and
- initiation of the warranty period if applicable.

Limitation of Liability for Services. Manufacturer shall not be liable for any indirect, incidental, or consequential damages arising from installation or training services, including without limitation:

- downtime, lost production, lost profits, labor costs, or delays;
- damages arising from Buyer's site conditions, utilities, or personnel; and
- reliance on training or instructions beyond what is expressly documented.

Manufacturer's total liability for installation and training services shall not exceed the amount paid by Buyer for such services.

Limited Scope of Acceptance Testing. Any acceptance testing shall be limited exclusively to verifying that the equipment is capable of operating substantially in accordance with Manufacturer's published specifications set forth in Exhibit A when properly installed, maintained, and operated in compliance with Manufacturer's manuals. The Buyer shall bear the costs of testing.

Acceptance testing **shall not**:

- Expand Manufacturer's warranty obligations;
- Create performance guarantees beyond Exhibit A;
- Include stress testing, endurance testing, or testing outside normal operating parameters; and
- Include compliance testing for Buyer-specific regulatory, production, or commercial requirements.

Operational Acceptance. Buyer shall complete all acceptance testing within seven (7) calendar days after installation is complete and the equipment is made available for operation ("Acceptance Period"). Manufacturer shall have the right, but not the obligation, to observe such testing.

Notice of Rejection. Buyer may reject the equipment only by delivering written notice to Manufacturer within the Acceptance Period identifying, with reasonable specificity, material non-conformities that prevent operation in accordance with Exhibit A.

General dissatisfaction, cosmetic issues, minor defects, or non-material deviations shall not constitute valid grounds for rejection. Failure to deliver timely written notice within the Acceptance Period shall result in automatic and irrevocable acceptance of the equipment.

Manufacturer's Exclusive Remedy. If a valid rejection notice is timely received, Manufacturer shall, at its sole option and consistent with its warranty policy:

1. Repair the non-conforming portion of the equipment; or
2. Re-perform the limited acceptance testing.

Buyer shall not be entitled to replacement, price reduction, contract termination, or withholding of payment as a remedy for any non-conformity.

Deemed Acceptance. The equipment shall be deemed accepted upon the earliest of:

- Expiration of the Acceptance Period without valid written rejection;
- Manufacturer's completion of corrective action, if any;
- Buyer's use of the equipment for production, commercial operations, training, or any purpose other than acceptance testing;

- Buyer's failure to cooperate with testing or provide required personnel, materials, or utilities; or
- Payment of the final installment.

Effect of Acceptance. Acceptance constitutes Buyer's conclusive acknowledgment that the equipment complies with this Agreement for all purposes, except as expressly provided in Manufacturer's written warranty policy. Upon acceptance, Buyer shall immediately pay the final ten percent (10%) of the purchase price, which obligation shall not be subject to setoff, deduction, or delay for any reason.

WARRANTIES: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MANUFACTURER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY SET FORTH IN **MANUFACTURER'S WARRANTY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE** and available at **WWW.JDMANUFACTURINGINC.COM** or upon request to MANUFACTURER. Buyer is responsible for installation and use in accordance with manufacturer's instructions. Goods are sold for commercial use only and are not intended for specific use by consumers. MANUFACTURER personnel are not authorized to alter this policy. Buyer shall be solely responsible for any warranty it grants to its customer.

Limited Express Warranty. Manufacturer warrants solely to Buyer that, for a period of twelve (12) months from the earlier of (i) initial startup, (ii) first commercial use, or (iii) sixty (60) days after shipment, the equipment manufactured by Manufacturer will be free from defects in material and workmanship under normal use and service, provided the equipment is:

- Installed, operated, maintained, and serviced strictly in accordance with Manufacturer's written instructions; and
- Used solely for its intended commercial purpose.

This warranty applies only to equipment manufactured by Manufacturer and does not extend to third-party components except to the extent covered by the original manufacturer's warranty, if any.

Warranty Limitations. This warranty does **not** apply to, and Manufacturer shall have no obligation with respect to:

- Normal wear and tear, corrosion, erosion, or consumable components;
- Damage caused by misuse, abuse, negligence, accident, improper storage, improper installation, or failure to follow Manufacturer's manuals;
- Unauthorized modifications, repairs, or alterations;
- Use with non-approved parts, materials, chemicals, software, or accessories;
- Environmental conditions, power quality issues, utilities, or site conditions not meeting Manufacturer specifications; or
- Downtime, loss of production, or economic losses of any kind.

Buyer's sole and exclusive remedy for any breach of this warranty shall be Manufacturer's repair or replacement, at Manufacturer's sole discretion, of the non-conforming portion of the equipment.

- All warranty work shall be performed FOB Manufacturer's facility, unless Manufacturer expressly agrees otherwise in writing.
- Labor, travel, removal, reinstallation, freight, customs, taxes, permits, and access costs are the sole responsibility of Buyer, unless expressly stated otherwise in writing by Manufacturer.
- Repaired or replaced components shall be warranted only for the **remaining balance** of the original warranty period.

Warranty Claim Procedure. As a condition precedent to warranty coverage, Buyer must:

1. Provide written notice of the claimed defect within ten (10) calendar days after discovery;
2. Provide Manufacturer with reasonable access, documentation, logs, and samples as requested; and
3. Obtain Manufacturer's written authorization prior to returning any equipment or components.

Failure to comply with these requirements shall void the warranty.

Limitation of Liability: MANUFACTURER assumes no responsibility for goods selection, operation, and use, regardless of any recommendations or suggestions made by the MANUFACTURER. Buyer shall make selections based upon its own analysis regarding function, material compatibility, fitness for use or intended purpose, and goods ratings. Any specifications listed in MANUFACTURER's datasheets, catalog and website are for reference only and are subject to change without notice. NOTWITHSTANDING ANYTHING TO THE CONTRARY, MANUFACTURER'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF, OR CONNECTED WITH ANY GOODS OR SERVICES SUPPLIED HEREUNDER, OR THE SALE, RESALE, OPERATION OR USE OF GOODS, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE ALLOCABLE TO SUCH GOODS OR SERVICES OR PART THEREOF INVOLVED IN THE CLAIM, REGARDLESS OF CAUSE OR FAULT.

This limitation of liability reflects a deliberate and bargained-for allocation of risks between MANUFACTURER and Buyer and constitutes the basis of the parties' bargain, without which MANUFACTURER would not have agreed to the price or terms of this agreement. MANUFACTURER shall not under any circumstances, be liable for any labor charges without its prior written consent. MANUFACTURER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR OTHER GROUNDS FOR CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, CONTINGENT, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGES including, but not limited to, loss of profits or revenue, loss of use of goods or associated goods, cost of capital, cost of substitute goods, facilities or services, downtime costs, or claims of customers of Buyer for such damage. If MANUFACTURER furnishes Buyer with advice

or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this agreement, the furnishing of the advice or assistance will not subject MANUFACTURER to any liability, whether based on agreement, warranty, tort (including negligence or indemnity) or other grounds. BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD MANUFACTURER HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF USE, RESALE, OR LEASE OF GOODS OR SERVICES PROVIDED BY MANUFACTURER.

Intellectual Property: Each party will retain exclusive interest in and ownership of its intellectual property developed before this agreement or outside the scope of this agreement. Upon mutual agreement, MANUFACTURER hereby grants to Buyer a non-exclusive, world-wide, non-transferable, non-sublicensable, and royalty-free license to use MANUFACTURER's pre-existing intellectual property solely for the purpose of using the goods and service provided by the MANUFACTURER. Any intellectual property developed under or related to this agreement shall be the sole and exclusive property of MANUFACTURER.

Software License and Updates: The equipment may include embedded software, firmware, control systems, interfaces, or other software components (“Software”). The Software is licensed, not sold.

License Grant. Subject to Buyer’s compliance with this Agreement, Manufacturer grants Buyer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software solely as embedded in or provided with the equipment and solely for Buyer’s internal operation of the equipment.

License Restrictions. Buyer shall not, and shall not permit any third party to:

- Copy, modify, translate, adapt, or create derivative works of the Software;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, except to the limited extent expressly permitted by applicable law;
- Separate the Software from the equipment or use it on any other equipment;
- Remove or alter proprietary notices or security mechanisms.

Updates and Patches. During the applicable warranty period, Manufacturer may, at its discretion, provide software updates, patches, or bug fixes necessary to maintain basic operability or address security vulnerabilities. Unless expressly stated in Exhibit A, Manufacturer is under no obligation to provide enhancements, feature upgrades, or future versions. Post-warranty updates, if any, may be offered at Manufacturer’s then-current rates.

Third-Party Software. Certain Software components may be subject to third-party license terms. Buyer agrees to comply with all applicable third-party license requirements, which shall govern such components to the extent they differ from this Agreement.

Data and Connectivity. To the extent the equipment collects or processes operational or diagnostic data, Manufacturer may use such data in anonymized or aggregated form for product improvement, diagnostics, support, and compliance purposes. Buyer retains ownership of its confidential operational data, subject to the disclosures permitted under this Agreement.

Termination of License. The Software license shall automatically terminate upon Buyer's material breach of this Agreement or upon cessation of Buyer's lawful possession or use of the equipment. Upon termination, Buyer shall immediately cease all use of the Software.

Subcontract, Substitutions, and Interchangeability: Buyer agrees that MANUFACTURER may subcontract all or any portion of the supply of goods and performance of services to third parties. Buyer agrees that MANUFACTURER may store, process and use data and other information provided by Buyer, and Buyer authorizes MANUFACTURER to disclose all such data and other information, including Buyer's confidential information, to MANUFACTURER's affiliated companies, representatives, suppliers and subcontractors as necessary for such supply of goods or performance of services. Unless specifically restricted on a purchase order, MANUFACTURER reserves the right to interchange an equivalent available goods in place of the goods ordered where the interchangeability of the goods is based on form, fit, and function.

Safety Data Sheets ("SDS"): Unless requested, MANUFACTURER will not furnish paper copies of Safety Data Sheets ("SDS"). SDS for Occupational Safety and Health Administration (OSHA) defined hazardous substances are supplied by the manufacturers and/or suppliers and electronically available online from Original Equipment Manufacturer (OEM) WEBSITE. MANUFACTURER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE INFORMATION IN ANY SDS. CUSTOMER END USER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON, OR USE OF, ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY GOODS. MANUFACTURER will continue to furnish paper copies of SDS for those goods for which a SDS is not electronically available. Paper copies of SDS for all goods may be requested by contacting Manufacturer.

Hazardous Activities: Unless specifically agreed to in writing by an authorized officer of MANUFACTURER, goods or services sold hereunder are not intended for use in connection with purpose or application or hazardous activity which MANUFACTURER, in its sole discretion, determines to be high risk or hazardous, or where failure of a single component could cause substantial harm to persons or property. If so used, MANUFACTURER disclaims any and all liability for any damage, contamination or other damage or injury and Buyer shall indemnify and hold MANUFACTURER harmless from such liability whether as a result of breach of contract warranty, tort (including negligence or indemnity) or other grounds. MANUFACTURER and its suppliers shall not be liable to Buyer or its insurers based on agreement, warranty, tort (including negligence or indemnity), or other grounds for onsite damage to property located at production facility.

Cancellations and Returns: Buyer may cancel an order by mutual agreement based upon payment to MANUFACTURER of reasonable and proper cancellation charges. Goods shall not be returned by Buyer without MANUFACTURER's prior written authorization and payment by Buyer of a minimum restocking charge of 50%. Authorized returns shall be returned at Buyer's sole expense, freight prepaid. There are NO returns of special order or made-to-order items. No returns shall be accepted following 60 days after delivery. No credit will be issued for shipping charges or other special expenses.

Change Order Process. Any modification to the scope of equipment, installation services, training services, specifications, site requirements, schedule, or deliverables (each a “Change”) must be documented in a written Change Order issued by Manufacturer and signed by both parties. No verbal instructions, emails, or field directives shall be binding unless incorporated into an executed Change Order. Manufacturer shall have no obligation to perform any Change until the Change Order is fully executed.

Buyer-Initiated Changes. If Buyer requests any Change, Buyer shall provide the request in writing with sufficient detail. Manufacturer shall review the request and, if acceptable, issue a Change Order that includes:

1. Description of the Change
2. Additional charges for labor, engineering, materials, or equipment
3. Updated pricing for travel, lodging, freight, and mobilization
4. Revised performance schedule or installation timeline
5. Impact on warranty, acceptance, and technical requirements

Buyer must sign and return the Change Order before any work begins.

Manufacturer-Initiated Changes. Manufacturer may propose a Change Order when necessary due to:

- Site conditions differing from those represented by Buyer;
- Buyer’s failure to meet site readiness requirements;
- Buyer’s delays, rescheduling, or lack of personnel/equipment;
- Safety or compliance requirements;
- Unforeseen conditions outside Manufacturer’s control; and
- Required design improvements or product substitutions permitted under the Agreement.

Buyer shall not unreasonably withhold approval of any Manufacturer-initiated Change Order.

Pricing of Change Orders. Unless otherwise specified:

- All Change Orders shall be billed at Manufacturer’s then-current rates for engineering, installation labor, training, travel, and materials;
- Additional travel, lodging, freight, and mobilization costs shall be charged to Buyer;
- Manufacturer may require full pre-payment before performing any Change; and
- Overtime or expedited work requested by Buyer shall be billed at premium rates.

Schedule Adjustment. Any Change—whether Buyer- or Manufacturer-initiated—shall automatically extend the performance schedule, installation timeline, delivery date, and acceptance testing period by the amount of time reasonably required to implement the Change.

Buyer acknowledges that delays caused by Changes may result in additional charges.

Unauthorized Changes by Buyer. Any modifications, adjustments, or installation steps performed by Buyer without an executed Change Order shall:

- Void all applicable warranties related to the affected components or systems;
- Release Manufacturer from all liability for performance issues; and
- Require Buyer to pay for corrective work at Manufacturer's then-current rates.

Change Order Disputes. If the parties disagree on pricing or scope of a Change, Manufacturer shall proceed only with work under the original Agreement. Buyer may not withhold or delay any payments due for work already completed. The Manufacturer's refusal to perform work absent an executed Change Order shall not constitute breach.

Effect of Change Orders. All executed Change Orders become part of the Agreement and modify the affected terms accordingly. Change Orders shall not alter or expand the limitations of liability, warranty terms, or indemnification obligations except as expressly stated.

Force Majeure: MANUFACTURER shall not be liable for failure to deliver or for delay in delivery or performance due to: (i) a cause beyond its reasonable control; (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, public health emergency or outbreak, terrorist act, insolvency or other inability to perform by the manufacturer, delay in transportation; or, (iii) telecommunication outage, power outage, security event, or any other commercial impracticability. If such a delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.

Change in Buyers' Financial Conditions: MANUFACTURER reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to MANUFACTURER in the event of: (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. MANUFACTURER reserves the right to suspend its performance until payment or adequate assurance of performance has been received. MANUFACTURER also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants MANUFACTURER a security interest in the goods and the proceeds thereof. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. A copy of the invoice may be filed at any time as a financing and/or chattel mortgage, in order to perfect MANUFACTURER's security interest. MANUFACTURER may, in its sole discretion require, and Buyer hereby grants to MANUFACTURER, a continuing purchase money security interest in all inventory, equipment, and goods sold by MANUFACTURER to or for the benefit of Buyer, wherever located, and all accessions and goods and all proceeds from the sale thereof; and all accounts and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement.

Assignment or Delegation: Buyer shall not assign, transfer or delegate, whether by operation of law or otherwise, any or all of its duties or rights hereunder without MANUFACTURER's prior written consent.

Waiver, Choice of Law and Dispute Resolution: The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Wyoming, USA, excluding conflict of law rules. Any dispute with a party arising out of or relating to transactions hereunder shall be brought only before any state or federal court with jurisdiction and venue in Laramie County, Wyoming. The parties hereby consent to exclusive jurisdiction in such courts and waive the defense of inconvenient forum for the maintenance of any action or proceeding in such venue. Trial by jury is hereby waived.

Compliance with Laws: Buyer recognizes the goods are utilized in many regulated applications and that from time to time standards and regulations are in conflict with one another. MANUFACTURER makes no warranty or representation that the goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon, in writing as part of the agreement between Buyer and MANUFACTURER. MANUFACTURER prices do not include the cost of any related inspections, permits or inspection fees.

Special Tools: Unless specifically agreed in writing by MANUFACTURER, and unless paid for by Buyer as shown on the invoice, all special tools, dies, jigs, patterns, machinery and/or equipment needed by MANUFACTURER for the performance of this sale are, and shall remain, the property of MANUFACTURER.

Order Acceptance: Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by MANUFACTURER in writing.

Export Controls and Related Regulations: Buyer shall comply with all relevant laws and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of the United States or other governing agencies and their successors. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. If requested by MANUFACTURER, Buyer shall provide documentation satisfactory to MANUFACTURER verifying delivery at the designated country. BUYER AGREES TO INDEMNIFY AND HOLD MANUFACTURER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Foreign Principal Party in Interest; Freight Forwarder and Documentation: For any export sales, it is specifically agreed that Buyer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Buyer's agent in such capacity for Export Administration Act or other applicable purposes; and Buyer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At MANUFACTURER's request, Buyer or its freight

forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to them by MANUFACTURER.

Permits, Exports, and Import Licenses: Buyer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

General: All orders are subject to acceptance by MANUFACTURER. The terms and conditions in MANUFACTURER's forms are incorporated herein by reference and constitute the entire and exclusive agreement between Buyer and MANUFACTURER. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.