

**REES SCIENTIFIC  
SALES TERMS & CONDITIONS**

**1) AGREEMENT**

These Sales Terms & Conditions apply to the Rees Scientific Sales Quotation, Sales Contract or Service Contract/Package to which they are attached. The "Agreement" includes the Rees Scientific Sales Quotation or Sales Contract (as applicable), these Sales Terms & Conditions, and any other documentation provided with the Quotation. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement. For the purposes of the Agreement, these Sales Terms & Conditions shall be referred to as the "Terms & Conditions".

**2) DEFINITIONS**

For the purposes of this contract, the "Company", "we", "us", and "our" refer to Rees Scientific; "Customer", "Buyer", "you", and "yours" refer to the purchaser.

**3) LIMITED WARRANTY**

A. Rees Scientific warrants that equipment listed on the Quotation attached to this Agreement manufactured by us (the "Equipment") when properly installed, used and maintained, (1) is free from defects in material and workmanship when properly installed, used, and maintained and (2) shall, under normal operating conditions, perform in accordance with the Company's specifications for a period of one year unless a different Warranty Period is specified on the Quotation purchased by Customer. The warranty is subject to compliance with the terms and conditions of this Agreement. Type of warranty coverage is specifically governed by the package purchased at time of installation or renewal. If defects appear within the Warranty Period, the Company or its Authorized Service Representative will, at its option, repair or replace the Equipment at their expense. Such repair or replacement shall be the Customer's exclusive remedy for breach of warranty.

B. For Equipment being traded out, you will properly pack and prepay all freight charges to return any Equipment to us or any other repair facility designated by us. We will deliver replacements for defective Equipment to the destination provided for in the original order. Equipment returned to us for which we provide replacement under this warranty becomes our property.

C. This limited warranty does not apply to Equipment that has not been properly used and maintained or has been subject to misuse, abuse, neglect, attachment of unauthorized components, accident, fire, casualty or act of any third party or force of nature, wired or installed, repaired or altered by anyone other than Company personnel or its Authorized Service Representative without prior written authorization by the Company, problems caused by abrasive materials, corrosion due to aggressive fluids or atmosphere, improper voltage supply, mishandling, misapplication, faulty installation or Equipment moved from its original location or no longer used by the Customer without prior written authorization from Company. Our obligations under this warranty shall not apply to any product which (1) is normally consumed in operation, (2) has a normal life inherently shorter than the Warranty Period stated herein or (3) unspooled or cut spools of wire or opened packages of installation supplies.

D. In the event that you alter or repair Equipment without our prior approval, all warranties are void. In the event that others make any repairs or changes or modifications to the original installation without prior written permission from the Company, the Company may elect to terminate the Agreement and it shall be under no further obligation to the Customer under the Agreement or Service Agreement. No refund will be made.

E. In the event that the Equipment is not covered by a Service Agreement for any period of time, and the Customer and the Company later agree to a Service Agreement to cover such Equipment, the Company may, at its discretion, inspect the Equipment prior to commencement of the Agreement and may require the Customer at its expense to take such action as may be necessary to bring the Equipment into compliance with the Company's specifications. This Service Agreement is conditional upon the Customer's satisfactory completion of all required corrective action prior to the Agreement date. The Company will charge the Customer at its standard rates for such inspection.

F. This warranty is in lieu of and excludes all other express or implied warranties, including any warranty of merchantability or fitness for a particular purpose.

G. In the event that the repair parts become unavailable during the Service Period, the Company and its Authorized Service Representatives shall be excused from performance and shall refund the prorated Service Charge paid by the Customer.

H. Equipment and accessories not manufactured by the Company are warranted only to the extent of and by the original manufacturer's warranty. A new warranty period shall not be established for repaired or replaced materials, products or supplies. Such items shall remain under warranty only for the remainder of the Warranty Period on the original material, products, or supplies. Servers and general-purpose computers are normally purchased from Dell and are covered under Dell's warranty. Company is not equipped to repair or cover these units under its normal warranty or service contracts. Company only will warranty servers or computers to the extent of the original manufacturer's warranty.

I. The Warranty Period shall last for the number of years as stated on the Service Contract/Package document, beginning at 12:01 AM of the day of the Effective Date and ending at 11:59 PM of the last day of the Warranty Period.

J. Service under warranty will be provided at the address indicated on the Agreement and such address is generally referred to as "site". In order to minimize the turnaround time for repairs, trade out parts, where feasible, will be sent to the Customer. The Customer shall return faulty parts to the Company after service is complete.

K. The Customer shall provide the Company or its Authorized Service Representative with full and free access to the Equipment for the performance of repair and maintenance and service; provided, however, that the Company or its Authorized Service Representative shall comply, and the access provided shall comply, with Customer's safety regulations. The Customer shall, at its own expense, designate one employee to coordinate repairs and maintenance services with the Company or its Authorized Service Representative and provide adequate working space within a reasonable proximity to the Equipment.

L. The Customer agrees to comply with the Company's specification for the operation, use and care of the Equipment and will not allow anyone other than Company personnel to move or repair the Equipment. If for any reason the Company or its Authorized Service Representative is unable to perform said work, the Company shall not unreasonably withhold permission for said work to be carried out by an approved third party. The Company retains the right to carry out a thorough inspection of said work to insure the proper functioning of the Equipment. The Company will charge the Customer at its standard charges for such an inspection.

M. The Customer agrees to dispose of any batteries replaced under warranty or during any onsite service. In some cases, batteries will need to be sourced locally at Customer's expense when they cannot be shipped from factory to international or remote locations.

**4) DISCLAIMER OF WARRANTIES**

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR WARRANTY OBLIGATIONS AND YOUR REMEDIES (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

**5) LIMITATION OF LIABILITY AND INDEMNIFICATION**

A. EXCEPT FOR THE REMEDIES SET FORTH IN ARTICLE 15 FOR INTELLECTUAL PROPERTY OR PATENT INFRINGEMENT, OUR TOTAL LIABILITY (INCLUDING OUR SUBCONTRACTORS) ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE WHETHER SOLE OR CONCURRENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, OR USE OF ANY EQUIPMENT, OR THE FURNISHING OF ANY SERVICE SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCT OR SERVICE OR PART THEREOF WHICH GIVES RISE TO THE CLAIM.

B. IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE OR PROFITS, LOSS OF PRODUCTION, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION OR SUBSTITUTE FACILITIES OR SUPPLY SOURCES OR ANY OTHER LOSS INCURRED BECAUSE OF INTERRUPTION OF SERVICE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN THEREOF.

C. The Customer acknowledges that, in order for the Company to perform certain services for the Customer, the Company requires access to the Customer's computers, databases, and other equipment and machinery. The Customer shall be responsible for backing-up any data or other systems which the Company may access. THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY THE COMPANY HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA OR SOFTWARE, ANY LOSS OF PRODUCT OR MATERIALS STORED IN THE EQUIPMENT BEING MONITORED OR THE ACTUAL EQUIPMENT ITSELF DUE TO SYSTEM'S FAILURE TO ALARM AND/OR NOTIFY, OR INABILITY OR DELAY OF THE COMPANY IN PERFORMING ANY SERVICES HEREUNDER

D. The Customer agrees to indemnify, defend and hold the Company harmless from, and releases and agrees not to make claim or suit against the Company because of, any suits, claims, losses, or other liability made against, or suffered by, the Customer arising from any injury to persons or property resulting from, or occasioned by, the Customer's use, possession, sale, delivery, or operation of the Equipment or services covered by the Agreement for any reason, including, without limitation, the malfunctioning or non-functioning of any such Equipment, nonperformance or negligent performance or otherwise by the Company

**6) SERVICE AGREEMENTS**

A. All Equipment is expected to be functional at the beginning of a service contract. If repair of existing defaults is needed, those repairs are not covered under the contract unless they are specifically called out as being covered. Expensive specialty sensors such as particle counters are NOT covered unless they are specifically called out as being covered. An agreement that the Company will contract out for the calibration of these sensors does not imply that the repair of such sensors is covered if the sensors do not pass their calibration.

B. Contracts include Technical Support. Telephone service will be available during the Warranty/Service Period 24 hours a day, 7 days a week by our technical support group. A direct line is available during regular business hours; 8:30 AM to 5:00 PM Eastern Time. During non-business hours a technician is on call by cell phone. It is expected that the Customer will help the technical support representative ascertain whether the system is actually malfunctioning. This can include but is not limited to power cycling or rebooting of hardware, independent verification of sensor readings, confirmation of network functionality and allowing remote access to the Customer's Equipment for

troubleshooting and analysis. The Customer is also required to install any security/software patches and replace any failed batteries as necessary. Company has the right to withhold onsite service in the event Customer does not comply with the provisions of this section. In the event that a service technician is dispatched, but no defect is found, the Company reserves the right to bill for time and service at prevailing labor rates.

C. After analyzing the problem over the telephone, the technician has the ability to dispatch a Service Representative to the site. Where parts from the factory are not required, the Service Representative can usually be on site within one business day.

D. Parts are generally available from the factory and can be sent by overnight mail to the Customer's location. Repair parts furnished as replacements will be drawn from inventory of new or rebuilt parts. Genuine factory parts will be used whenever possible as determined by the Company.

E. The Company or its Authorized Service Representative will make available to the Customer, at its standard charges for time and the materials, maintenance services not covered by the Service Agreement. The Customer acknowledges that the Company is not in the position to maintain the Equipment on a daily basis, and that the Customer shall be responsible for daily maintenance and upkeep (routine or otherwise) and shall follow all safety precautions for the safe operation and use of the Equipment.

**7) CLOUD SERVICES**

A. The Company reserves the right to take the system down for routine maintenance and to install security patches. Company will notify customer 24 hours in advance for scheduled maintenance.

B. Additional charges will apply for excessive dial-outs from system. A dial out is defined as a telephone call made to an individual end user.

C. Customer agrees to use recommended data logging rate.

D. The Company will make a commercially reasonable effort to protect Customer data. Company will complete backups on a regular basis. Company can provide backups for an additional charge.

E. Warranty on Cloud Services begins upon the Company's implementation in the Cloud.

F. Customer cancelling Cloud Service will incur applicable cancellation charges.

G. Customers are required to provide WIFI Credentials (where applicable) prior to the Company or its Authorized Service Representatives arriving onsite for the pre-programming of sensors. These credentials must remain intact throughout the project. Failure to meet the requirements of this section will result in postponement/delay of job and additional charges.

**8) DOMESTIC DELIVERY**

We will deliver the products to you at your dock, at your factory, or at a factory repair branch we designate. Partial deliveries shall be permitted. Delivery dates are approximate and are dependent on prompt receipt by us of all information necessary to permit us to proceed with work immediately and without interruption. All shipments are F.O.B. Shipping Point, freight collect. Title and risk of loss passes to you at the shipping point (our dock). We will pre-pay shipping and insurance charges and add them to your invoice. You must file claims for loss, damage, or freight overcharges (if any) with the freight company. Our obligations will be dependent upon our ability to obtain the necessary materials.

**9) EXPORT SHIPMENT**

A. We may arrange for export shipment, at your request and upon mutual written agreement. You will pay us for all fees and expenses including, but not limited to, those covering preparation of consular documents, freight, storage, warehouse-to-warehouse (including war risk) insurance, crating, etc., upon submission of our invoices. We shall then also apply for any required Export License. In performing such service, we will comply with your reasonable instructions, or, in the absence thereof, will act according to our best judgment. When acting on your behalf, we shall have no liability to you with respect to such export shipment or our services related thereto. You release us from any such liability. You also indemnify, hold harmless, and defend us from any claim or cause of action by any third party resulting therefrom.

B. Title to, beneficial ownership of, right of possession to, risk of loss on, and all property rights in products will remain with us and will pass to you at the port of entry of the ultimate country of destination (but prior to unloading or customs inspection at such port) specified on your order and/or declared as the country of ultimate destination on our invoices. You are responsible to pay for all freight and insurance costs from the point of delivery specified in this Article 9. In-transit insurance to the point that title passes to Customer as provided above will be purchased for our account and will be in an amount in US Dollars not less than the aggregate prices of products delivered hereunder.

**10) TITLE AND INSURANCE**

A. For domestic and export sales, neither (a) the time, method, place, or medium of payment provided for herein, or any combination of the foregoing, nor (b) the manner of consignment provided for, whether to, or to the order of, you or your agent, will in any way limit or modify our rights as owner of the products, to have control over the right to possession of the products until the title thereto passes to you as explained above. The term "Free on Board" or other commercial abbreviations, if used on any document related to the transaction contemplated herein, will not be deemed to relate to the time when or the place where the ownership of and responsibility for the products is transferred from us to you.

B. Any insurance proceeds collected by you for our account will be promptly remitted to us in US Dollars. The insurance policies purchased by you will be for the benefit of us, whether or not we are named as an insured in such policies, until title and risk of loss to products pass to you. Where possible the policies will provide that they are for the benefit of you and the Company "as their interest may appear". If we receive full payment from you for product shipped and in addition insurance proceeds with respect to such products, we will promptly remit the excess insurance proceeds to you.

#### 11) GOVERNMENTAL AUTHORIZATION

A. You are responsible for the timely obtaining of any required authorization, such as Export Licenses, Import Licenses, Exchange Permit or any other governmental authorization, even though any such authorization may be applied for by us. We shall assist each other in every manner reasonably possible in securing such authorization as may be required. We shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and you shall not be relieved thereby of your obligation to pay us for our products.

B. All sales shall at all times be subject to the export control laws and regulations of the United States Government and any amendments thereof. You agree that you shall not make any disposition, by way of trans-shipments, re-export, diversion, or otherwise, except as said laws and regulations may expressly permit, of US origin goods purchased from other, other than to the ultimate country of destination specified on your order and/or declared as the country of ultimate destination on our invoices.

#### 12) DELAYS

A. The date on which our obligations are to be fulfilled shall be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from 1) Acts of God, unforeseeable circumstances, acts (including any delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, strikes, labor disputes, sabotage or epidemics, 2) inability due to causes beyond our reasonable control to timely obtain instruction or information by you, necessary and proper labor, materials, components, facilities, and transportation, or 3) any other cause beyond our reasonable control. The foregoing extension applies even though such cause may occur after our performance of our obligation has been delayed for other causes.

B. If the delay resulting from any of the foregoing causes extends for more than 90 days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then either party, upon 30 days written notice, may terminate the order in respect to the unexecuted portion of the work, whereupon, if it is your decision to terminate, you will pay us the termination charges.

C. In the event that work cannot be completed due to Customer-related delays while work is in progress, Company, at its discretion, may charge a rescheduling fee and additional travel expenses as warranted.

D. Unless otherwise specified, Company has provided a quotation using non-union labor at Company's normal labor rates. If Company's employees or subcontractors are not permitted to work on a jobsite because they are not union labor members, extra charges for delays and labor will apply.

#### 13) PAYMENT

Unless Company and Customer agree to terms other than those specified herein, payment shall be made in US Dollars as follows:

A. Payment for hardware, software and labor: 30% due in full at time of order placement or signing of contract, 30% due Net 30 upon delivery of equipment, 30% due Net 30 upon completion of installation and 10% due Net 30 upon acceptance. Multi phase or construction jobs may require progress payments for installation. Payment for Service/Maintenance Contracts or Agreements are due in full upon receipt of order. Multiyear agreements are billed automatically prior to the beginning of the next contract year. Credit card orders above \$2500 are subject to an administrative fee.

B. On all other orders, you shall remit payment within thirty (30) days after the actual date of our invoice.

C. If you fail to fulfill any condition of this Article 13, we may suspend performance, and you shall reimburse us for any costs incurred by us as a result thereof. We shall be entitled to an extension of time for performance of our obligations equaling the period of your non-fulfillment whether or not we elect to suspend performance. If such non-fulfillment is not rectified by you promptly upon notice thereof, we may terminate performance and you shall pay us the termination charges (see Article 22) upon submission of our invoices.

D. Failure by you to pay any amounts as set forth in these Terms & Conditions when due shall give us, in addition to any other remedies, the right to charge interest at a monthly interest charge at the rate of one- and one-half percent (1.5%) or the maximum legal rate, whichever is less, on the delinquent amounts. You agree to pay all costs, expenses and fees of our enforcement of these Terms & Conditions, including collection expenses, court costs, and attorney's fees.

E. Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Customer's order by the Company except with the Company's written consent and subject to conditions then agreed upon which shall indemnify the Company against liability and expense incurred and commitments made by the Company and which will provide for a profit on work in process, products or parts completed and ready for shipment and any other work completed in accordance with this order. The Company shall be entitled to request reasonable assurances that Customer will accept and pay for any products or work performed, including but not limited to requiring payments on account or in advance, if the Company believes that Customer may not accept and pay for goods when delivered or work when performed. Until such assurances are received, the Company shall be entitled to stop work in progress, stop work on products, cancel any agreement to sell products and/or services, sue for and recover the purchase price or any expenses incurred to the date of cancellation, resell products to a third party, or exercise any other remedy available at law or in equity

#### 14) TAXES AND OTHER CHARGES

A. All prices are exclusive of any applicable USA federal, state, local or other governmental sales, use, excise, VAT and other similar taxes ("Taxes"), fees and charges. All such Taxes, fees and charges shall be for your account and paid by you.

B. Any taxes (including income, stamp, and turnover taxes), duties, customs, brokerage fees, other fees, charges, or assessments of any nature levied by any governmental authority other than of the USA in connection with this transaction, whether levied against you, we, our employees, our subcontractors, or their employees, or otherwise, shall be for your account and shall be paid directly by you to the governmental authority concerned. If we are required by law or otherwise to pay any such levy and/or fines, penalties or assessments in the first instance, or as a result of your failure to comply with any applicable laws or regulations governing the payment of such levies by you, then you will reimburse us the amount of any payments so made by us upon submission of our invoices.

#### 15) PATENTS

A. If you receive a claim that any product or part thereof (herein called "product") manufactured by us infringes a USA patent, you shall notify us promptly in writing and give us information, assistance, and exclusive authority to evaluate, defend and settle such claim. We will then at our expense and option 1) settle such claim, or 2) procure for you the right to use such product, or 3) replace or modify it to avoid infringement, or 4) remove it and refund the purchase price (including transportation and installation costs) less a reasonable amount for depreciation, or 5) defend against such claim. Provided such timely notice has been given by you, should any court of competent jurisdiction hold such product to constitute infringement, we shall pay any costs and damages finally awarded on account of such infringement and, if the use of such products is enjoined, we shall take at our option one or more of the actions under 2, 3, or 4, above. With respect to any product not manufactured by us, the patent indemnity given by the manufacturer thereof applies.

B. The rights and obligations of the parties with respect to patents or any other intellectual property rights are solely and exclusively as stated herein.

#### 16) CONFIDENTIALITY

Customer will maintain in confidence all confidential information and shall not use, copy or disclose any such Confidential Information without Company's prior written consent. Confidential information includes but is not limited to all Validation/IQ/OQ documentation and test paperwork. Confidential Information does not include information, technical data or know-how that (i) is in the Customer's possession at the time of disclosure as shown by the Customer's files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Customer, or (iii) is approved by us, in writing, for release.

#### 17) JURISDICTION

Any sale by us to you will be deemed to have occurred in the State of New Jersey, USA. The Agreement shall in all respects be governed by and construed and enforced in accordance with the laws of the State of New Jersey, USA, without regard to principles of conflicts of law. Any legal suit, action, proceeding or dispute arising out of or related to this Agreement may only be instituted in the state or federal courts located in the State of New Jersey, USA and you and we irrevocably agree to submit to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute, except as may be necessary for collection or enforcement of a court judgment or order.

#### 18) RETURN AUTHORIZATIONS

Equipment can be returned for credit only after you receive our return authorization, as well as packing and shipping instructions.

#### 19) QUOTATIONS/PRICES/INSTALLATIONS

A. Our quotations are subject to change at any time prior to acceptance of an order and expire ninety (90) days from the date thereof. All orders are placed directly to Company.

C. The work described in the attached quotation will only meet those specifications detailed in the Company's Specifications for Purchase, Statement of Work, Quote and any attached Quote related documents or letters. All quotes represent a package that must be purchased in their entirety.

D. Quotation pricing does not include union labor, prevailing wages, payment and performance bonds or permits unless other stated. These are additional charges if required.

E. Quotations are contingent on any existing equipment/wiring being in working order and compatible and having enough open expansion space when adding onto systems; otherwise, additional charges will apply.

F. Quotations do not include supply or installation of high voltage electrical work, conduit, wire-mold, wire covers, raceway or network wiring/drops unless otherwise stated. The use of dust control apparatus or core drilling is also excluded unless otherwise stated.

G. Quotations for wireless systems: Wireless systems in general are inherently less reliable than a wired system. In the vast majority of cases, Company's wireless systems have proven to be reliable and highly flexible. However, in some cases, wireless sensors have been known to drop offline for extended periods of time, resulting in nuisance alarms. In the event that drop-offs become a problem, we expect Customers to move the small wireless transmitters that connect the sensors and/or repeaters in an effort to optimize reception based upon recommendations provided by Company's technical support group.

H. When applicable, quotes assume that chart recorder outputs are to be provided when monitoring certain units with Signal Isolators or certain wireless Equipment. Customer is responsible for installing Centron Software on Customer supplied PC(s) (V-Centron) or Servers as well as establishing communication with network devices with the help of Company's technical support group prior to onsite installation. When employing network devices IE (V2-NET, V2 MPX), Company reserves the right to use Team Viewer to remotely access Centron systems. For all system installations, all Customer responsibilities and network

connectivity must be verified prior to service technicians arriving onsite; otherwise, Company has the right to withhold service and or additional re-scheduling charges may apply.

I. Pricing for multiyear service agreements will be adjusted to the change in inflation as listed in the National Consumer Price Index. Any additional sensors and Equipment added to system will be added into contract at time of installation at pro-rated pricing and Customer will be billed additional with yearly payment.

J. Quote assumes Customers will provide WIFI Credentials (where applicable) prior to arriving onsite for the pre-programming of sensors. These credentials must remain intact throughout the project. Failure to meet the requirements of this section will result in postponement/delay of job and additional charges.

K. A current contract does not imply any obligation on our part to quote a renewal contract. If a renewal is offered, the contract price may be affected by the age of the product, any add on equipment installed during the previous contract and the current service costs at the time of renewal.

#### 20) SOLICITATION OF EMPLOYEES

Customer agrees not to solicit, recruit or hire any of Company's Field Service Personnel for a period of twenty-four (24) months following the completion of any contract. The preceding sentence does not, however, prohibit you from (i) making general solicitations for employment by means of advertisements, public notices, or internal or external websites or job search engines, (ii) hiring employees or former employees of the Company who (a) respond to general advertisements for employment not directed at Company employees, (b) contact you on their own initiative without otherwise prohibited solicitation, or (c) are recruited through employment agencies (so long as you or your Representatives do not direct any such agencies to solicit Company employees).

#### 21) ENTIRE AGREEMENT

A. These Terms & Conditions shall supersede all prior discussions, oral representations, negotiations, and writings and constitute the entire and only agreement between you and us with respect to the terms and conditions governing any order.

B. Any provisions in any purchase order, quotation, acknowledgement, or other forms or contract documents applicable to sales of our products, which are inconsistent, or in conflict, with any of the provisions of these Terms & Conditions will be deemed inapplicable to such sales.

C. These Terms & Conditions apply to all quotations made and purchase orders and service agreements entered into by us. Some of the terms set forth herein may differ from those in your purchase order and some may be new. Our acceptance of your order is conditional on your assent to the terms set out in these Terms & Conditions in lieu of those in your purchase order or any other communication from you. Our failure to object to provisions contained in any communication from you shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must specifically be agreed to in writing by an officer of the Company before becoming binding on either you or us. All orders and contracts must be approved and accepted by us. These Terms & Conditions shall be applicable whether or not they are attached to or enclosed with the products, Equipment or services to be leased or sold hereunder.

#### 22) TERMINATION

A. We reserve the right, by written notice of default, to cancel your order and the Agreement, without liability to you, in the event of the occurrence of any of the following: your insolvency, your filing of a voluntary petition of bankruptcy, the filing of an involuntary petition to have you declared bankrupt, the appointment of a receiver or trustee for, the execution by you of an assignment for the benefit of creditors, the discontinuance of your business, or the sale by you of the bulk of your assets other than in the usual course of business.

B. Customers terminating orders will be required to pay for all labor, hardware and software installed, travel expenses and demobilization costs up until the point of termination. A restock fee may apply to some items. Items marked "Custom" on quotations are non-returnable.

C. Customers canceling Single and Multi-Year Service Agreements will incur a cancellation penalty based on the following formula(s); if the annual PM Visit has not yet occurred, Customer will pay for the prorated contract amount for the months of service contract used and a 10% penalty based on the remaining year(s) of the contract; if the annual PM visit has occurred, Customer is responsible for payment for the entire year of the contract and a 10% penalty based on the remaining years of the contract; if the PM visit is in progress, Customer is responsible for payment for that entire year of the contract and a 10% penalty based on the remaining years of the contract.

#### 23) CUMULATIVE REMEDIES

The remedies provided herein will be cumulative and in addition to any other remedies provided by law or equity. A waiver of a breach of any provision hereof will not constitute a waiver of any other breach hereof.

#### 24) SEVERABILITY

Every term, condition or provision of these terms and conditions are severable from others. If a court of competent jurisdiction holds any term, condition or provision of these terms to be invalid, unenforceable or illegal in whole or in part for any reason, the validity and enforceability of the remaining terms, conditions or provisions, or portions of them, will not be affected.

#### 25) ASSIGNMENT

Neither party will assign or otherwise transfer this agreement without the written consent of both parties.

#### 26) CAPTIONS

The section captions herein are for reference only and shall in no way limit or define the meaning of the provisions hereof.

Rev 18: 7/19/23 Update Cloud Section