

STANDARD TERMS AND CONDITIONS OF SALE

1. **Definitions.** “RITHUM” means RITHUM AUTOMATION SALES, LLC. “Customer” means the purchaser identified in the applicable document to which these Standard Terms and Conditions of Sale are attached, or referred to therein, irrespective of whether the document is an invoice, order confirmation, quotation, statement, or other document (hereinafter, all references to such documents and to the Standard Terms and Conditions of Sale, collectively, shall be made by reference to the “Agreement”). “Products” mean the products, goods, equipment, supplies and services supplied by RITHUM to Customer as described in this Agreement.

2. **Terms are Exclusive.** THIS AGREEMENT CONSTITUTES THE COMPLETE AND FINAL AGREEMENT OF CUSTOMER AND RITHUM RELATED TO THE PRODUCTS. THIS AGREEMENT MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT IN A WRITING SIGNED BY AN EXECUTIVE OFFICER OF RITHUM, EVEN THOUGH OTHER TERMS MAY APPEAR ON CUSTOMER’S DOCUMENTS (ALL OF WHICH ARE HEREBY OBJECTED TO BY RITHUM WITHOUT FURTHER NOTICE). THIS AGREEMENT IS EXPRESSLY CONDITIONAL UPON CUSTOMER’S CONSENT TO ANY TERMS CONTAINED HEREIN THAT ARE ADDITIONAL TO OR DIFFERENT FROM THOSE CONTAINED IN CUSTOMER’S DOCUMENTS. IF CUSTOMER ACCEPTS ANY PERFORMANCE BY RITHUM, CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT. **ALL SALES ARE FINAL. THERE WILL BE NO REFUNDS. CUSTOMER AGREES THAT ANY MONIES TRANSMITTED TO RITHUM BY ANY MEANS WILL BE HELD ON ACCOUNT TO BE USED TO PURCHASE MERCHANDISE OF RITHUM. RITHUM RESERVES THE RIGHT TO OFFER SUBSTITUTE MERCHANDISE IF THE CURRENT MERCHANDISE FAILS TO MEET RITHUM’S QUALITY CONTROL STANDARDS.**

3. **Price.** Unless otherwise agreed, prices will be those set forth in RITHUM’s pricing policies in effect at the time of tender of delivery. In the event Customer changes its order (if and when permitted by RITHUM), RITHUM may adjust prices accordingly. Unless otherwise stated and agreed to in writing, prices do not include applicable quotation fees, taxes, VAT, tariffs, excises, duties or other governmental impositions which RITHUM may be required to pay or collect, and if applicable, shall be paid by Customer. Further, unless otherwise stated, all permits, licenses, or authorizations necessary for the use of the Products will be obtained by Customer at its sole expense. If this Agreement is a quotation, the terms and prices quoted (if any) will be firm only if accepted by Customer within thirty (30) days of the date of the quotation. Unless otherwise stated in writing by RITHUM, quoted prices do not include costs for providing specific Product packaging and/or handling services that are requested by Customer or are otherwise necessary due to the nature of the Products being sold, and such costs will be included in the amount invoiced to Customer. Quoted prices also do not include materials and/or labor costs that may be associated with design work, dies, plating and other items necessary for the fulfillment of a Customer’s order, and such costs will be included in the amount invoiced to Customer. The price quoted only

includes the specific equipment and accessories which are included in the invoice or quote. The price does not include any equipment or accessories which are not specified in the quote regardless of their perceived utility or need.

4. **Payment, Collection and Security Interests.** Unless otherwise agreed, payment for Products shall be due at the time the order is placed. Payment terms and conditions are subject to change in RITHUM's discretion. Customer must make timely payment of all invoices in full, with no deductions or setoffs. If Customer does not pay in accordance with the payment terms, RITHUM reserves the right to charge Customer 1.50% per month, or the maximum rate permitted by law, on the unpaid balance until paid in full. In the event that Customer fails to make payment in accordance with the terms set forth in this Agreement, RITHUM is authorized by Customer to employ alternative collection measures to obtain payment from Customer of past due amounts. Customer further agrees that any costs, expenses and fees (including but not limited to attorneys' fees) incurred by RITHUM in attempting to collect such past due amounts owed by RITHUM shall be added to the past due amount owed, and shall be paid by Customer to RITHUM. RITHUM reserves, and Customer hereby grants to RITHUM, a security interest in the Products to secure Customer's payment of the purchase price and any other charges owed by Customer, and Customer agrees that RITHUM may (but is not obligated to) take appropriate actions to evidence and perfect such interest.

5. **Delivery.** Unless otherwise agreed, delivery of the Products will be F.O.B. RITHUM's business address or warehouse. Any specified delivery date is approximate only and not guaranteed by RITHUM. If the Products are held by RITHUM subject to receiving instructions from Customer, RITHUM may invoice the Products and Customer agrees to make payment in accordance with this Agreement. Products invoiced and held at any location by RITHUM will be held at Customer's risk and RITHUM may charge for (but is not obligated to carry) insurance and storage. Customer will accept and pay for partial deliveries at contract prices and terms. Under no circumstance shall RITHUM be liable to Customer for any loss or damage to Products occurring during possession and/or transport by carrier. When Customer has declared or manifested an intention not to accept delivery in accordance with this Agreement, no tender will be necessary but RITHUM may, at its option, give notice to Customer that RITHUM is ready and willing to deliver and such notice will constitute a valid tender of delivery. Unless agreed to in writing advance, Customer will be responsible for all charges for additional fees of delivery including but not limited to the need for a liftgate truck, delivery to an alternate location, or delivery to the interior of a building.

6. **Force Majeure.** RITHUM shall not be liable for failure to perform by reason of strikes, fires, floods, unavoidable accidents, wars, delays in transportation, acts of God, or other causes beyond its reasonable control. In connection with the foregoing, Customer acknowledges that delivery of the Products is contingent upon RITHUM's ability to obtain supplies, raw materials and services through its regular and usual sources and thus, if for any reason beyond RITHUM's control, RITHUM is not able to meet anticipated deliveries, RITHUM will not be liable therefore and may postpone the delivery date(s) under this Agreement for a period of time which is reasonable under all circumstances.

7. **Warranty, Limitation of Remedies and Liabilities.** RITHUM warrants that at the time Products are tendered to Customer: (i) that the Products shall be free of any security interest, lien or other encumbrance; (ii) that the Products will be manufactured and sold in compliance with all applicable laws, and (iii) that the Products will meet internal quality control specifications subject to tolerances generally acceptable in the industry. The warranties contained in this Section 7 are for the sole benefit of Customer, and shall not run to any person or entity other than Customer. Published material and information concerning the Products (including any such information in RITHUM's literature, brochures, advertisements, website and other publicly disseminated materials) are based upon research which RITHUM believes to be reliable, but such material and information does not constitute a warranty. Because of the variety of possible uses for the Products and the continuing development of new uses, Customer should carefully consider the fitness and performance of the product for each intended use and Customer assumes all risks in connection with such uses. EXCEPT AS SET FORTH ABOVE, RITHUM DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF RITHUM. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST RITHUM FOR ANY LIABILITY WITH RESPECT TO THE PRODUCTS, WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE, WILL BE REPLACEMENT OF THE PRODUCTS, OR A CREDIT FOR THE PRICE OF THE PRODUCTS, AT RITHUM'S OPTION, AS LONG AS CUSTOMER COMPLIES WITH THE REQUIREMENTS OF SECTION 8. IN NO EVENT WILL RITHUM BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS PLUS FREIGHT COST, AND IN NO EVENT SHALL RITHUM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF OPPORTUNITIES ARISING OUT OF THIS SALE OF PRODUCTS, EVEN IF RITHUM HAS BEEN ADVISED, OR IS OTHERWISE AWARE, OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Inspections and Acceptance of Claims.** Each delivery of Products will be inspected promptly by Customer for damage and defects, however Customer must notify RITHUM of any claimed damage or defects no later than forty-eight hours after Customer's receipt of the Products. If Customer fails to so inspect or notify RITHUM, Customer will be deemed to have accepted the Products and to have waived any claim for damage or defect. If Customer inspects the Products and notifies RITHUM within such period of its claim that the Products are damaged or defective, RITHUM will review Customer's claim, and if RITHUM determines such claim to be valid, Customer and RITHUM will mutually agree on the timing of curing such damage or defect. Any remedy of Customer against RITHUM shall be barred unless notice is given in accordance with this Section 8. All actions by Customer for breach of warranty against RITHUM must be brought within one (1) year after the cause of action thereon accrues.

9. **Infringement Indemnification.** Customer will defend, indemnify and hold RITHUM and its officers, employees, and agents harmless from and against any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of or in connection with any alleged infringement of any patent, copyright, trademark or other intellectual property right related to Products made specifically by RITHUM for Customer as long as: (a) RITHUM gives Customer prompt notice of any such claim, etc. and/or an opportunity to settle or defend it as Customer may see fit; and (b) RITHUM gives Customer its reasonable assistance, at Customer's expense, in connection with the defense and/or settlement of such claim. RITHUM reserves the right to cancel Customer's order, without liability, if, in RITHUM's opinion, the manufacture, sale or use of the Products would infringe any patent, copyright, trademark or other intellectual property right related to Products.

10. **General Indemnity.** If Customer's employees, associates or agents are on or about RITHUM's premises or other property under RITHUM's control, or are working with or using property owned by or under the control of RITHUM, Customer will be responsible for their acts and omissions and agrees to indemnify and hold RITHUM and its officers, employees, and agents harmless from all liability of any nature for any claims or damages to property or injuries or death to persons arising out of their acts or omissions including, without limitation: (a) any claims arising from their failure to comply with applicable rules, regulations and directions governing security, maintenance and safety; (b) any claims against RITHUM by or on behalf of any of them for injury or otherwise; and/or (c) any claims against RITHUM resulting from Customer's failure to maintain workers' compensation or other public or private insurance with respect to any of them. The foregoing indemnity will also extend to, without limitation, claims asserted under the workers' compensation laws of the State of Delaware or any other jurisdiction and any consequential increased premium or contribution costs of or for securing workers' compensation insurance, whether public or private, and/or any consequential costs of or for the direct payment of any such workers' compensation benefits. Customer hereby expressly waives any statutory and/or constitutional immunity to which, but for this waiver, it might be entitled as an employer in compliance with the State of Delaware workers' compensation laws, or under any other employee benefit statute or similar laws of any jurisdiction.

11. **Permissible Variations.** RITHUM has the right to make changes in the composition or formula of the Products which, in RITHUM's opinion, do not affect the general characteristics or properties of the Products or are within applicable government or industry standards or tolerances.

12. **Cancellation.** Orders may not be cancelled or modified by Customer except with the express written consent of RITHUM. RITHUM may cancel or terminate all or part of the contract evidenced by this Agreement immediately if: (a) Customer is materially delinquent on any of its obligations hereunder or under any other order or transaction with RITHUM; (b) Customer becomes insolvent; (c) a receiver under Title 11 U.S.C., as amended (the "Bankruptcy Code") is appointed for or on behalf of Customer, or a case under any chapter of the Bankruptcy Code is commenced for, by or against Customer; (d) Customer suspends or terminates business or makes an assignment for the benefit of creditors; or (e) any event occurs, whether or not similar to the foregoing, which in RITHUM's good faith belief materially impairs the prospect of payment or

performance by Customer. RITHUM's right to cancel or terminate an order pursuant to this section 12 may be exercised by RITHUM without liability to Customer for any damages.

13. **Confidentiality.** Customer will not disclose or otherwise disseminate, directly or indirectly, any of the terms of this Agreement or any other information of RITHUM given to or received by Customer or its associates or agents, unless Customer received RITHUM's written permission or such information is required to be disclosed by law or becomes part of the public domain through no fault of Customer, its associates or agents.

14. **Safety.** Customer warrants that it will comply with all OSHA and other safety-related laws, regulations, standards and requirements which are applicable to the use of Products in Customer's business.

15. **Product Requirements Document.** If there is a conflict between Terms and Conditions and the Product Requirements Document. The Product Requirements document shall be supersede the Terms and Conditions and shall control in all instances.

16. **Damage by Misuse.** Customer shall be responsible for all damage by misuse of any product supplied by RITHUM. Customer agrees to follow the detailed manufacturer's instructions for the use, operation and maintenance of any product supplied by RITHUM.

15. **Miscellaneous.** If any of the provisions of this Agreement are deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby. This Agreement and the contractual relationship between RITHUM and Customer shall be governed by and construed under the laws of the State of Delaware (without regard to Delaware conflicts of law principles). Customer agrees that all lawsuits or actions will be commenced in the State of Delaware, County of New Castle and agrees that jurisdiction is to be maintained only in the courts located in that geographical area. No right or interest in the contract arising from this Agreement may be assigned by Customer and no delegation of any obligation owed by Customer may be made without the prior written permission of RITHUM. The rights and remedies of RITHUM herein will be cumulative and additional to any other or further rights and remedies provided in law or equity. Waiver by RITHUM or Customer's performance, or inaction with respect to Customer's breach of any provision of this Agreement, or failure of RITHUM to enforce any provision of this Agreement (including, without limitation, the imposition of any finance charge), will not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision will remain in full force and effect as written. The titles and headings of the various sections of this Agreement are solely for convenience and are not part of the Agreement for purposes of interpreting the provisions hereof. Customer agrees to pay all legal expenses of RITHUM in any litigation or dispute resulting from the Agreement between Customer and RITHUM. Customer agrees that Customer will not seek or request any costs including attorney's fees for maintaining any action, case or lawsuit against RITHUM.

