

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. APPLICABILITY

Any Purchase Order ("Purchase Order") issued by Exentec U.S., Inc., Exential U.S., Inc., or any of its domestic subsidiaries (collectively, "Purchaser") for the procurement of goods ("Goods") or services ("Services") from the provider of design, materials, labor, installation, supervision, software, and raw goods ("Seller") shall be governed solely by the terms and conditions set forth herein. The specific Purchaser entity entering into the agreement will be identified on the Purchase Order, and all contractual obligations will apply only to that entity. These obligations are not transferable to other Purchaser affiliates or subsidiaries unless explicitly agreed to in writing.

The term "Purchaser" includes the Purchaser's Purchasing Manager or any officer of Purchaser. Any required or requested documents must be signed by the Purchasing Manager or an officer of Purchaser to be legally binding. No agreements, modifications, variations, charges, notices, or consents will be enforceable against Purchaser unless confirmed in writing by the Purchasing Manager or an officer. A recognized signature may include an electronic signature from the Purchasing Manager or any officer of Purchaser, including as part of an email.

2. ACCEPTANCE

These terms and conditions contained herein supersede all other terms and conditions and all other previous commitments, verbal or written. Seller's written acceptance, or the initiation of performance by Seller, shall constitute acceptance of this Purchase Order. Purchaser Standard Terms and Conditions, the documents that govern any applicable transaction between Purchaser and Owner or General Contractor including all plans, specifications, general or supplementary conditions, addenda, amendments, modifications, including but not limited to the contractual agreement between Owner or General Contractor and Purchaser (the "Prime Agreement") along with any additional documents Purchaser deems necessary for Seller's performance under this Purchase Order shall make up the contractual obligations between Purchaser and Seller ("Agreement"). The Seller shall be bound to the same extent as Purchaser is bound by the Prime Agreement. In the event of a conflict between the Agreement and the Prime Agreement, the Prime Agreement shall govern. No terms or conditions stated by Seller, either verbally or in any invoice or document acknowledging or otherwise accepting this Purchase Order shall be binding upon Purchaser unless specifically agreed to by Purchaser in writing.

3. PURCHASE PRICE

All prices are firm except as modified by any applicable cash discount. Seller shall furnish the Goods covered by this Purchase Order or the Services covered by this Agreement in accordance with the prices and delivery schedule stated on the attached Purchased Order. If price is not stated for any Service or Goods, Seller's price for said Service or Goods shall be the last price quoted to Purchaser, or the lowest prevailing market price on the date accepted by Purchaser, whichever is lower. If delivery date is not stated, Seller shall offer its best delivery date, of which shall be subject to written acceptance by Purchaser.

4. PACKAGING AND SHIPMENT

Goods shall be shipped F.O.B. destination or origin in accordance with the directives of the attached Purchase Order. All shipments and shipping documents must include the applicable Purchase Order number and item numbers. Unless otherwise specified, when the price of this order is based on the weight of the ordered Goods, such price is to cover net weight of material ordered only, and no charges will be allowed for boxing, crating, handling damage, carting, drayage, storage, or other packing requirements. Unless otherwise specified, all Goods shall be packed, packaged, marked, and otherwise prepared for shipment in a manner which is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular Goods and in accordance with applicable regulations; and (c) adequate to insure safe arrival of the Goods at the named destination.

5. DELIVERY

Obligations. The Seller shall ship Goods or perform Services as specified by Purchaser. Seller acknowledges regardless of the method of shipment or specifications of performance; Seller shall be responsible for the timely delivery of products and/or performance of Services and agrees to use all commercially reasonable efforts to avoid delays. The Seller shall notify Purchaser promptly of any delays or threatened delays in delivery or performance. Regardless of such notice, Seller is responsible for all Purchaser costs and damages resulting from any delay in delivery of any Goods and/or performance of Services provided Purchaser makes reasonable efforts to mitigate such costs.

Expediting. Purchaser has the right and option to expedite this Purchase Order. The Seller agrees to fully cooperate with Purchaser' expediting efforts and agrees to keep Purchaser informed of its progress, including projected shipment status and the costs of expediting, if any. Seller's claim for price adjustment related to expediting must be submitted to Purchaser in writing no later than ten (10) days from the date Purchaser requests the Purchase Order be expedited and failure on the part of the Seller to do so shall constitute a waiver of such claim.

Remedies for Delay. If delivery is not made or Services are not performed on or before the specified date, Purchaser may, without liability and in addition to its other rights: (a) terminate or reschedule this Purchase Order by notice to Seller effective upon receipt as to Goods not yet shipped and/or Services not yet rendered; (b) accept a revised delivery schedule with any late shipments provided via the fastest means available, shipped prepaid at Seller's sole expense and/or (c) purchase substitute Goods/Services elsewhere and charge Seller for costs incurred for all or part of the price for substitute Goods/Services (including any costs to expedite manufacture or delivery). As applicable under the Prime Agreement and as agreed on a per Purchase Order basis, Seller shall be liable to Purchaser for any damages incurred by Purchaser due to Seller delays, including liquidated and other damages that may be assessed by the General Contractor or Owner against Purchaser due to Seller delays. No responsibility shall be accepted by Purchaser to notify the Seller of non-delivery or shortages within any specified time.

6. PAYMENT

All invoices must be itemized and identified with the Purchase Order number and with specific Purchase Order item numbers, freight, taxes, and other similar charges. Failure to reference Purchase Order number on all invoices and correspondence will delay payment. To the fullest extent permitted by law and subject to any order specific retention and/or discounts as required under the Prime Agreement, Purchaser payment obligation to the Seller shall be the value of the conforming Goods and Services correctly invoiced and properly completed and delivered as required by Purchaser on a per order basis. Payment to the Seller by Purchaser will be contingent upon the acceptance and payment of conforming Goods and/or Services by the Owner or General Contractor. Purchaser's obligation to make payment to Seller shall be suspended while Purchaser undertakes reasonable efforts to collect such payment(s). Such collection efforts shall include negotiation, mediation, arbitration and/or litigation, appeal and enforcement of judgment, and no funds relating to Seller's portion of payment shall be due or payable until all such collection efforts have been exhausted. Purchaser shall not pay or be liable for any late charges of any sort or kind. Without prejudice to any other rights and remedies Purchaser may possess, the Purchaser shall be entitled to deduct or withhold from amounts payable to the Seller for any sum which the Purchaser suffered, incurred, or anticipates suffering or incurring due to a breach of or failure by Seller to adhere to the requirements of the Purchase Order and/or this Agreement.

7. BILLING

After delivery of Goods or Services provided under this order, Seller shall send an invoice, in duplicate and containing the following information: Purchase Order number, item numbers, description of items, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Purchaser will remit the agreed upon purchase price per the payment terms as written in the attached Purchase Order. Payment of invoice shall not constitute acceptance of the Goods or Services and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order.

8. WARRANTY

The Seller warrants that the Goods or Services provided will conform to the specifications, drawings, samples, or descriptions furnished or adopted by Purchaser, will be suitable for Purchaser's intended purposes, and will be of good quality, materials, and workmanship, free from defects. This warranty, which shall survive inspection, acceptance, and payment, will remain valid for the warranty period specified in the Prime Agreement or, if no such period is specified, for no less than twelve (12) months from the date of acceptance by Purchaser.

9. INSPECTION AND REJECTION

All Goods or Services purchased hereunder may be subject to inspection and testing by Purchaser and/or its customers. If inspection or test is made by Purchaser on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. If any item is found defective in material or workmanship, or otherwise not in conformity with the requirements of the Purchase Order, Purchaser shall have the right either to reject it, require its correction, or accept it with an adjustment in price. Any item which has been rejected or required to be corrected shall be replaced or corrected by and at the expense of the Seller promptly after notice. Notwithstanding any prior inspections or payments hereunder, all Goods or Services shall also be subject to inspection and acceptance at Purchaser's facility within a reasonable time after delivery. The Seller shall provide and maintain an inspection system which is acceptable to Purchaser. Records of all inspection work shall be kept complete and available to Purchaser during the performance under this Purchase Order and for a period of no fewer than seven (7) years from the creation of the inspection record.

10. CHANGES

(a) Purchaser may at any time by written change order suspend performance of Services under this Purchase Order, in whole or in part, make changes in the method of shipment or packaging, or time or place of delivery of the Goods, reschedule the Services, or require additional or diminished Goods or Services. Additionally, Purchaser may at any time make changes in its supplied drawings, designs, or specifications. If any such change causes an increase or decrease in the cost of or time required for performance of this Purchase Order, Seller shall respond with a proposed equitable adjustment in the order price or delivery schedule, or both, within three (3) business days of receipt of Purchaser's change order. In the event that Purchaser accepts Seller's proposed adjustment, this order shall be modified in writing accordingly. However, nothing in this clause shall excuse the Seller from proceeding with the order as changed or amended.

(b) Seller shall not modify the Goods, including changes to raw materials, components, manufacturing methods, materials, production sites, equipment, testing protocols, control systems, or any other aspect affecting form, fit, or function, nor discontinue the Goods without Purchaser's prior written consent. Seller shall use commercially reasonable efforts to provide Purchaser with as much advance notice as possible and, whenever feasible, at least six (6) months' notice before implementing any changes.

(c) Seller shall not deliver any modified Goods or perform any altered Services without Purchaser's prior written approval, which may be granted at Purchaser's sole discretion. This requirement remains in effect even after acceptance of the Goods or Services. Failure to comply shall constitute a material breach of this Agreement, allowing Purchaser to reject or revoke acceptance, regardless of prior use or consumption, and to pursue all available remedies under this Agreement or applicable law. Seller shall ensure that its suppliers are subject to equivalent change notification requirements.

11. NON-ASSIGNMENT

No right or obligation under this Agreement (including the right to receive monies due hereunder) shall be assigned by Seller without the proper written consent of Purchaser, and any purported assignment without such consent shall be void. Purchaser may assign this Agreement at any time if such assignment is considered necessary by Purchaser in connection with a sale of Purchaser's assets or transfer of its obligations.

12. DESIGN RIGHTS

Seller agrees not to manufacture, re-design, quote or sell any product that is of Purchaser's design, in whole or part, without prior written agreement by an authorized Purchaser representative. Such specifications, drawings, samples, or other data furnished by Purchaser shall be treated as proprietary, confidential information by the Seller, shall remain Purchaser's sole property, and shall be returned to Purchaser upon request.

13. INDEMNITY

Indemnification Obligations. Seller agrees to indemnify, defend, and hold harmless Purchaser, its affiliates, and their respective agents, employees, successors, and assigns from and against all claims, damages, suits, judgments, liabilities, and legal expenses arising out of or in connection with the Agreement, including, but not limited to, claims related to payment for Goods or Services, property damage, personal injury, intellectual property infringement, or breach of Seller's representations, warranties, or obligations. Seller shall, upon Purchaser's request, provide proof of payment and lien releases, and Purchaser reserves the right to directly pay any amounts due to third parties, with such payments credited against amounts owed to Seller. Seller assumes all risks associated with damage or injury to its own property or personnel and agrees to maintain appropriate liability, property damage, and employee liability insurance. Seller further agrees to indemnify Purchaser, Owner, or General Contractor for any damages, losses, or liabilities arising from pollution or environmental impairment caused by Seller's performance under this Agreement.

Insurance. Seller shall maintain, at its own expense, insurance coverage customary for its industry and sufficient to cover its obligations under this Agreement, including but not limited to: (a) Commercial General Liability, including products and completed operations; (b) Workers' Compensation as required by law, including Employer's Liability; (c) Commercial Auto Liability covering all owned, non-owned, and hired vehicles; and (d) Professional Liability or Errors & Omissions insurance, if applicable. Coverage limits shall be no less than those required for the project or as specified under the Prime Agreement, whichever is greater. All required policies shall: (i) name Purchaser, its affiliates, officers, directors, and employees as additional insureds; (ii) include a waiver of subrogation in favor of Purchaser; (iii) be primary and non-contributory to any insurance maintained by Purchaser; and (iv) provide at least thirty (30) days' prior written notice to Purchaser in the event of cancellation or material reduction in coverage. Upon request, Seller shall provide certificates of insurance evidencing compliance. Failure to maintain required coverage shall not limit Seller's liability under this Agreement.

14. SET-OFF

Purchaser shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliates to Purchaser or any of its affiliated companies.

15. COMPLIANCE WITH LAWS, RULES, AND POLICIES

Federal and State Compliance. Seller warrants that the items delivered in accordance with the Purchase Order have been produced in compliance with the current requirements of local, state, and federal law. The Seller agrees to execute any equal opportunity, small business or other federal representations and certifications as required of suppliers of federal or state funded projects. The Seller shall comply with any applicable Federal Acquisition Regulations as required for the performance of work under the Prime Agreement.

Export Control Compliance. The Seller shall comply with all laws and regulations of the United States related to exports, imports, and foreign transactions, as applicable. Seller shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology. Failure to comply may be deemed a material failure under this Purchase Order and shall subject the Seller to termination in accordance with Article Termination.

Conflict Minerals. Seller agrees to trace and certify or, if Seller does not manufacture the Goods, to require the manufacturer of the Goods to trace and certify, the country of origin of minerals used in all materials used by Seller or the manufacturer in the Goods or parts of Goods or in the manufacture of the Goods or parts of Goods and to promptly provide Purchaser with such documents and certifications as requested by Purchaser to satisfy Purchaser' requirements under this Agreement or as required under Securities Exchange Commission reporting obligations under Section 1502 of the Dodd- Frank Act relating to Conflict Minerals.

Employment Law Compliance. Seller shall adhere to all applicable federal, state, and local laws, executive orders, and regulations governing equal employment opportunity, non-discrimination, and affirmative action, as amended. These requirements prohibit discrimination and mandate affirmative action in employment decisions based on race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin. Seller shall ensure that these equal employment obligations are imposed on all subcontractors and vendors performing work under this Agreement. Failure to comply with this provision may constitute a material breach of the Purchase Order and may result in termination in accordance with the Termination clause.

Purchaser's Code of Conduct. Seller acknowledges that Purchaser has a Code of Conduct of which a copy will be made available to Seller upon request. The Seller shall comply with the requirements of Purchaser' Code of Conduct and maintain a consistently high standard of integrity in all its business relationships with Purchaser as well as foster the highest possible standards of professional competence in all its activities. To this end, in supplying Goods to Purchaser and/or in performing any Services, Seller shall not take any action that violates Purchaser' Code of Conduct. Further, Seller acknowledges that no employee of Purchaser is authorized to propose to Seller or approve conduct which is inconsistent with Purchaser' Code of Conduct. Without prejudice to other rights Purchaser may have, Purchaser may terminate this Purchase Order without any liability whatsoever if Seller is in material breach of Purchaser' Code of Conduct or fails to remedy any breach after written notification of breach by Purchaser.

Recalls. Seller shall promptly notify Purchaser in writing of (i) any defects in the Goods and/or materials provided by Seller that Seller becomes aware of; (ii) any product recall suggested or required by any governmental authority, (iii) any voluntary product recall, and (iv) any notices from any governmental authority relating to product recalls and/or defects concerning safety. The notice shall be promptly sent to Seller's Procurement Manager via email. The Seller shall correct as soon as possible problems or other issues which result in recalls or defects. The Seller shall be responsible for the costs of making any changes to products required in connection therewith. This provision shall survive the cancellation, termination, or completion of this Purchase Order.

Safety. Seller shall also maintain the site in a safe condition, notify Purchaser promptly of any site conditions requiring special care, and provide Purchaser with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the site which may impact the Purchase Order. As part of the Purchase Order, Seller must complete all applicable safety orientations, safety testing, drug and alcohol testing and safety required by Purchaser, General Contractor, or Owner. The Seller must supply all the safety equipment Purchaser requires for performance under this Purchase Order. The Seller must provide the items for every day, crew change, or significant changing event. Seller must maintain a drug, alcohol, and weapon-free worksite. Seller can remove violators from the jobsite. The Seller will provide dedicated safety personnel and enforce Purchaser, Owner, or General Contractor's safety requirements.

Remedies for Goods and/or Services in Violation. In the event the product sold does not conform to the standards, codes and/or regulations of any applicable law or Purchaser' specifications and/or Services are not performed pursuant to codes, executive orders, standards or any applicable law, Purchaser may return the product for either correction or replacement and/or have Services reperfomed at Seller's expense. Any penalties assessed against Purchaser resulting from an alleged violation of Seller's failure to comply with the applicable laws and regulations shall be Seller's sole responsibility and Seller shall indemnify Purchaser to the fullest extent allowed by law of the same.

16. AUDIT RIGHTS

Purchaser may inspect and review any and all books, records and information of Seller relating to the Goods or Services provided hereunder. The Seller shall maintain the books, records and information relating to this Purchase Order for a period of three (3) years after delivery of the Goods or term as stipulated in the Prime Agreement, whichever is greater.

17. PURCHASER'S DATA, CONFIDENTIALITY, PROPRIETARY INFORMATION AND PROHIBITED COMMUNICATION

Purchaser Data. Seller shall not disclose, use, or reproduce any technical information provided by Purchaser—including drawings, plans, specifications, tools, dies, jigs, confidential information, know-how, discoveries, and production methods—without Purchaser's prior written consent, except as necessary for fulfilling the Purchase Order. Such information shall be disclosed only to Seller personnel directly involved or to suppliers as required for performance. Seller shall use its best efforts to prevent unauthorized access and return all technical information upon Purchaser's request or completion of the Purchase Order. All such technical information remains Purchaser's property, including patents, trade secrets, copyrights, and proprietary rights. Information generally available to the public, lawfully obtained from other sources, or known to Seller prior to disclosure, is excluded from these restrictions. Seller may not use Purchaser's name, trademark, or technical data without written consent. Title to all tools, dies, molds, and similar devices used for manufacturing remains with Purchaser unless otherwise agreed in writing.

Confidentiality. Seller shall not release any advertising or any other form of publicity mentioning Purchaser or its employees or the name and information of the General Contractor/Owner where the Goods are delivered and/or Services performed unless Purchaser approves such advertising or any other form of publicity in writing. Seller agrees to protect all confidential and proprietary information and trade secrets associated with this Agreement such as, but not limited to, designs, drawings, specifications, Technical Information, and data of Purchaser and agrees not to disclose any such information to any person or entity except as necessary in connection to its performance of the Purchase Order (and in such instance shall require that such person comply with the obligations of this Article), and Seller shall not use such information for any purpose other than to perform the execution of the Purchase Order.

Proprietary Information. All information, equipment, materials and data of every kind and description that Seller receives, directly or indirectly, from Purchaser or from a third party prepared on behalf of Purchaser is and will remain the exclusive property of Purchaser.

Prohibited Communication. Seller shall not engage in direct communication with the General Contractor/Owner regarding this Purchase Order, its negotiation, processes, or any other confidential information disclosed by Purchaser to Seller without prior written consent from Purchaser. Exceptions include written authorization or emergency situations requiring direct contact, with prompt notification to Purchaser. Violation of this clause shall be considered a material breach of this Purchase Order, subject to remedies available under applicable law.

18. TERMINATION

Termination for Convenience. Purchaser may terminate any Purchase Order, in whole or in part, for convenience and will reimburse Seller solely for reasonable, substantiated, and necessary costs incurred directly in performance up to the termination date. Purchaser is not liable for consequential or indirect damages arising from such termination. Upon payment following termination, all finished goods, raw materials, designs, plans, solutions, derivative works, and work in process related to this Purchase Order become Purchaser's property. Purchaser may return materials under this Purchase Order, with liability limited to shipping costs unless the materials are nonconforming or late, in which case Seller is responsible for shipping costs and potential liquidated damages. Seller waives all restocking fees for returned Goods, materials, or equipment, and this provision may only be modified in writing and signed by both parties. The terms and conditions stipulated herein survive termination.

Termination for Insolvency: If Seller becomes insolvent, files for bankruptcy, has a receiver appointed, or assigns assets for the benefit of creditors, Purchaser may terminate this Purchase Order without liability, except for conforming Goods delivered or completed and promptly delivered under the terms of the Purchase Order.

Breach of Contract: In the event of Seller's nonperformance, including failure to deliver timely, provide conforming Goods or Services, or submit an adequate cure plan, Purchaser may: (i) cancel the Purchase Order, (ii) require repair, replacement, or reperformance, (iii) recover resulting costs, damages, and expenses, and/or (iv) reject or return nonconforming, excess, or early deliveries at Seller's expense. Noncompliance with quality or regulatory requirements also constitutes breach, warranting immediate termination.

Cover and Damages: Purchaser may procure substitute Goods or Services, with Seller liable for all associated costs, damages, and expenses, including reasonable overhead, profit, and attorney's fees.

Return of Unearned Payments: Seller shall promptly refund any unearned progress payments upon termination notice.

19. WAIVER

The failure of Purchaser to enforce any of the provisions of this Agreement, or to exercise any right or privilege granted to Purchaser under this Purchase Order, shall not be a waiver of such provisions or privileges nor of the right of Purchaser thereafter to enforce each provision and exercise every privilege duly granted herein.

20. SEVERABILITY

If any provision of this order is found to be illegal or otherwise unenforceable by any court, judicial or administrative body, the other provisions of this order shall not be affected thereby and shall remain in full force and effect.

21. CONSEQUENTIAL DAMAGES

PURCHASER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR PUNITIVE LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING OR FOR ANY DAMAGES OF SIMILAR KIND OR NATURE.

22. APPLICABLE LAW AND DISPUTES

Governing Law. Upon acceptance, the validity, performance, and construction of this Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions.

Disputes. Any dispute arising out of or related to this Agreement, including its formation, performance, or termination, shall be resolved as follows: (1) Negotiation: The parties will first attempt good faith negotiations; (2) Mediation: If unresolved after thirty (30) days, mediation with a mutually agreed mediator; (3) Arbitration: If mediation fails within thirty (30) days, disputes shall proceed to binding arbitration under the rules of the American Arbitration Association with the arbitrator's decision being final and enforceable in any court of jurisdiction. The prevailing party in any dispute shall recover reasonable attorney fees and related expenses.