

COMBINED TERMS AND CONDITIONS FOR PROVISION OF EQUIPMENT AND SERVICES

1. Definitions

1.1 Agreement: Comprises these Terms and Conditions, Contractor's Proposal, Customer's PO, and any mutually agreed-upon addenda.

1.2 Contractor: The business entity or entities contracting under the governance of **Exentec U.S., Inc.**, and/or **Exential U.S., Inc.**, with the Customer as specified in the Proposal or Purchase Order ("PO"). The contractual obligations and liabilities delineated herein pertain solely to the respective entities expressly stated in each Purchase Order. Any obligations incurred by the contracting Contractor's business stated on the Purchase Orders are exclusive to its operations and not shared jointly with the other Contractor's affiliates and subsidiaries.

1.3 Consumables: Any equipment part worn out during process operation within a twelve (12) month period requiring replacement after system acceptance. Examples include but are not limited to, filters, pumps, sensors that touch chemistry, including pH probes, conductivity probes, and pressure transducers.

1.4 Customer: refers to the entity or individual engaging the Contractor for the purchase of Equipment and/or related Services.

1.5 Equipment: Tangible goods, machinery, tools, materials, Software, Contractor-manufactured products or third party provided products, including any associated components or systems, to the extent specified in the Contractor's Proposal and/or incorporated in Exhibit A- Scope of Work.

1.6 Intellectual Property: Refers to all patents, copyrights, trademarks, trade secrets, designs, technical documentation, Software, and other proprietary information or rights associated with the Equipment and Services, including improvements, modifications, or derivative works thereof.

1.7 Owner: The entity that holds title to the Project or has a contractual interest in its construction. To the extent applicable, the term "Owner" includes the party that has contracted the Customer for this Project.

1.9 Project: Refers to any site where the Work will be performed or in connection with which the Services and Equipment are provided.

1.9 Scope of Work or "Work": The specific Services and/or Equipment, material deliverables to the extent specified either in the Contractor's Proposal or attached hereto as **Exhibit A – Scope of Work**.

1.10 Services: Includes limited design, construction, installation, supervision, maintenance, repair, consulting, and other work to the extent specified in Contractor's Proposal or PO.

1.11 Software: At the Contractor's option, when applicable, this includes any proprietary or third-party computer programs, applications, scripts, code, or other components, including but not limited to source code, object code, firmware, and documentation provided by or on behalf of Contractor under this Agreement or as expressly set forth in Contractor's proposal. If applicable, licensing terms, warranties, and other conditions are defined in the attached Licensing Addendum, incorporated herein by reference.

2. Agreement

These terms and conditions govern the supply of Equipment and Services. Together, these offerings, whether provided individually or as part of a bundled package, are collectively referred to as Contractor's Equipment and/or Scope of Work. Through the integration of these terms and conditions, any mutually accepted addendum, the Contractor's Proposal, and any exceptions to scope made by Contractor, purchase order, or acknowledgment provided by the Contractor (the "Agreement"), in the case of any uncertainty or conflict among these documents, precedence will be determined in the order specified in the preceding sentence. The Customer's acceptance of this Agreement is a prerequisite for the approval of the Contractor's Proposal, offer, or acknowledgment.

3. Delivery, Title and Risk of Loss

3.1 Delivery. Unless otherwise specified in the Contractor's Proposal, the INCOTERMS governing this transaction shall be FCA, with title, delivery, and risk of loss for Equipment transferring accordingly. Risk of loss for Services shall transfer upon performance.

3.2 Storage. If the Customer delays shipment, Equipment may be stored at the Customer's expense and risk.

3.3. Early Use. Customer's (or Owner's) use or occupancy of the Work / parts of the Work prior to issuance of a certificate of final acceptance or substantial completion as defined on the face of the PO, shall constitute Customer's (or Owner's) acceptance of such Work / parts of the Work and shall therefore be deemed granted for the Work / parts of the Work used by Customer (or Owner). The Customer shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Customer.

4. Payment

4.1 Contract Structures. Unless otherwise specified in Contractor's proposal, the Contractor shall be compensated for the Equipment and Services outlined in Exhibit A (Scope of Work) and performed per Exhibit B (Schedule of Work), as detailed in Exhibit C (Compensation and Payment), which defines compensation structures including: Lump Sum (a fixed price for the scope), Time and Material/ Cost Reimbursable (based on actual labor, materials, and expenses), and Unit Price (based on completed units of work). It is understood labor rates for Time and Material Services apply to the Contractor's employees, affiliates, temporary staff, and consultants as specified in Exhibit C.

4.2 Payment Term. Payment shall be made in U.S. Dollars within thirty (30) days from the date of the invoice, unless otherwise specified in Contractor's Proposal and/or as included in Exhibit D (Payment Terms), and late payments will accrue interest up to the maximum rate permitted by law. All orders are subject to credit approval, and the Contractor reserves the right to withhold production, shipment, or demand additional advance payment in case of breach. Disputed invoices must be identified in writing within twenty (20) days, with the undisputed portion payable as specified herein.

4.3 Exclusions and Adjustments. Prices exclude taxes, tariffs, and government-imposed fees, which will be charged to the Customer, along with handling and administrative costs for third-party expenses ("Price"). Labor rates are subject to adjustment and apply as outlined in Contractor's proposal and/or as included in Exhibit C or, if unspecified, at standard rates current at the time of performance. If, during the performance of this Agreement, the cost of materials and labor materially increases due to factors beyond Contractor's control, the Agreement Price shall be equitably adjusted to compensate for such increases in an amount reasonably necessary to cover the additional costs. If material

delivery is delayed due to shortages or unavailability, through no fault of Contractor, Contractor shall not be liable for any additional costs or damages resulting from such delay(s).

4.4. Contractor's Remedy. In the event of non-payment or material breach by the Customer, the Contractor may suspend services (with related costs borne by the Customer), retain ownership of unpaid Equipment (including reclaiming possession), pursue legal remedies, and terminate this Agreement in accordance with Article 12.1.

5. Changes

5.1 Change Orders: Any changes to scope, price, or schedule shall be documented in a written change order signed by both parties. The Contractor shall be entitled to an equitable adjustment in price, schedule, or both, for any delays, disruptions, or additional costs arising from (i) changes requested by the Customer, (ii) Unforeseen Conditions not disclosed at the time award or conditions differing materially from those represented by Customer or Owner of Project site, (iii) the Customer's failure to fulfill its obligations under this Agreement, including timely provision of access, substantive changes in site owner or customer information, inability to access work due to schedule conflicts, trade stacking or inefficient site supervision by Customer of other trades, Customer caused delays in drawing approvals necessary for the Contractor's performance or (iv) changes in applicable law.

5.2 Directed Changes. In the event Customer directs Contractor to perform a change with which Contractor disagrees regarding the Customer's adjustment to the Price and/or Schedule, Contractor shall perform the undisputed portion of service but shall retain the right to claim additional price and time for such change.

5.3 Unforeseen Conditions. The Contractor is not liable for unforeseen conditions. Should Contractor as a result of unforeseen conditions and obstacles incur additional expenses or require additional time for completing the Work, Contractor shall be granted additional Price and extension of the Schedule (including milestone dates if any). The term "unforeseen conditions" shall include but not be limited to Customer omission or provision of outdated Project site and data, any defects of existing structural systems, mechanical systems, electrical systems, control systems, fire protection systems, telecommunication systems, monitoring systems, security systems, manufacturing control systems, HPM (liquid or gaseous) piping delivery/waste systems, building automation systems, buildings, structures (above or below grade), or manufacturing or facility equipment as well as natural and artificial geological conditions and other physical obstacles, hazardous material or other forms of pollution of the atmosphere, soil or water, archaeological artifacts which have not been referred to in the tender documents or otherwise made known to Contractor in writing.

5.4 Customer Furnished Equipment. Contractor shall not be responsible for the materials and equipment provided by Customer or others not under Contractor's control ("Customer Furnished Equipment"), except that Contractor shall prevent damage to such Customer Furnished Equipment and install all Customer Furnished Equipment in accordance with the Scope of Work. Contractor shall be entitled to a Change Order should delays or additional work result from any Customer Furnished Equipment that: 1) is delivered late; or 2) introduces an unforeseen condition(s) into the Project; or 3) does not meet the requirements of the specifications or other Contract Documents for such Customer Furnished Equipment upon delivery, during installation, or operation when connected to Customer's work; or 4) damages Customer's or Contractor's work.

6. Warranties

6.1 Equipment Warranty. The Contractor warrants that the Equipment will be free from defects in materials and workmanship for one (1) year from the date of shipment or for the warranty period

specified in the Contractor's proposal, as mutually agreed upon. This warranty excludes Consumables, which are not covered under any warranty provided by the Contractor.

6.2 Services Warranty. The Contractor warrants that all Services will be performed in a professional and workmanlike manner, consistent with industry standards, for a period of ninety (90) days following completion of the Services or for the warranty period specified in the Contractor's proposal, as mutually agreed upon.

6.3 Exclusions. The warranties provided herein do not apply to: (a) normal wear and tear; (b) improper use or maintenance; (c) components not supplied by the Contractor; (d) modifications or repairs made by a third party or Customer without the Contractor's prior written consent; (e) failures or defects resulting from Customer-provided designs, specifications, or instructions; or (f) software conversion errors and compatibility issues. For avoidance of doubt, warranty, and licensing of Software, if applicable and expressly included in the Contractor's Scope of Work, shall be governed by the Contractor's Software Licensing Addendum incorporated by reference.

6.4 Sole and Exclusive Remedies. The Contractor's sole obligation under these warranties shall be, at its sole discretion upon ten (10) days written notice during original warranty period to: (i) repair or replace defective Equipment; or (ii) reperform defective Services. Any warranty claim must be submitted in writing within the applicable warranty period. Repaired, replaced, or reperformed Equipment or Services shall be warranted only for twelve (12) months from repair or reperformance, however in no event shall the repair warranty exceed twelve (12) months from the remainder of the original warranty period.

6.5 Disclaimer of Additional Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE, THE CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

7.1 CONTRACTOR SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

7.2 THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REWARDS UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CUSTOMER AGREES TO RESTRICT ITS REMEDIES UNDER THIS CONTRACT AGAINST CONTRACTOR AND ITS PARENT, AFFILIATES AND SUBSIDIARIES, AND THE RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS OF EACH OF THEM ("CONTRACTOR COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR COVERED PARTIES SHALL NOT EXCEED THE LESSER OF: (1) THE ACTUAL PAID COMPENSATION FOR THE WORK, OR (2) \$2,000,000.00 USD. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED.

7.3 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL PREVAIL OVER ANY CONFLICTING TERMS IN THIS AGREEMENT OR ANY OTHER PURCHASE ORDER DOCUMENT AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8. Indemnification

8.1 Contractor Indemnity: To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Customer and its agents, employees, and affiliates from and against any claims, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or resulting from bodily injury, sickness, disease, death, or property damage caused by the negligent acts or omissions of the Contractor, its employees, or agents.

8.2 Customer Indemnity: To the fullest extent permitted by law, the Customer shall indemnify, defend, and hold harmless the Contractor and its agents, employees, and affiliates from and against any claims, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or resulting from bodily injury, sickness, disease, death, or property damage caused by the negligent acts or omissions of the Customer, its employees, or agents.

8.3 Contributory Negligence: In the event that injury or damage results from the joint or contributory negligence of both Parties, any resulting loss and associated expenses shall be allocated between them in proportion to their respective degrees of negligence. Under no circumstances shall Customer's or Owner's property be classified as third-party property for purposes of any indemnity obligation under this Agreement.

8.4 Notice and Defense: The indemnified party shall promptly notify the indemnifying party of any claim and provide reasonable assistance in the defense thereof. The indemnifying party shall have the right to control the defense and settlement of the claim, provided it does not admit liability on behalf of the indemnified party.

9. Force Majeure. Neither party shall be held liable for delays or non-performance due to events beyond their reasonable control, including but not limited to acts of God, severe weather conditions, natural disasters (such as hurricanes, earthquakes, or floods), pandemics, war, terrorism, supply shortages, government actions or inactions, changes in law, including but not limited to imposition of trade tariffs, labor disputes, or Unforeseen Conditions. For delays caused by Force Majeure, the affected party shall promptly notify the other party in writing, providing details of the event and an estimate of its duration. The Contractor shall be entitled to an equitable extension of time and reimbursement for additional costs reasonably incurred as a result of Force Majeure. If the Force Majeure event persists for more than ninety (90) consecutive days, either party may terminate for convenience this Agreement upon written notice.

10. Confidentiality. Each party agrees to maintain the confidentiality of proprietary or sensitive information disclosed during the Agreement, including technical data, designs, pricing, customer lists, business plans, or any other non-public information ("Confidential Information"). Confidential Information shall not include information that (i) becomes publicly available without breach of this Agreement, (ii) is independently developed by the receiving party, or (iii) is disclosed pursuant to legal requirements. Each party shall use Confidential Information solely for performance under this Agreement and restrict access to those employees or agents necessary for such performance.

11. Intellectual Property and Infringement

11.1 Ownership: Contractor's Intellectual Property and any unique works made on behalf of Contractor shall remain exclusively the property of the Contractor. To the extent paid in full, the Contractor grants the Customer a non-exclusive, non-transferable limited license to use

Contractor's Intellectual Property associated with the Equipment and Services solely for the purpose of utilizing the Equipment and/or Services at the Project site as provided under this Agreement. The Customer shall not reproduce, distribute, modify, or create derivative works based on the Contractor's Intellectual Property without the Contractor's prior written consent.

11.2 Infringement Indemnity. The Contractor shall indemnify and defend Customer against any third-party claims of actual or alleged infringement arising from the Equipment under this Agreement. At its discretion, Contractor may defend or settle any claim alleging that its processes infringe third-party patents governed under the Patent Cooperation Treaty. The Customer shall promptly notify Contractor in writing of any such lawsuit or proceeding and shall provide Contractor with the necessary authority, information, and assistance to defend the claims. The Contractor's indemnity and defense obligations are contingent upon the Customer's prompt notification and cooperation in the defense. These obligations shall not apply to claims arising from: (i) Customer-provided designs or specifications; (ii) Unauthorized modifications to the Equipment; or (iii) combinations of the Equipment with non-Contractor products. If an infringement claim is upheld, the Contractor may, at its sole discretion: (i) obtain the right for the Customer to continue using the Equipment ; (ii) modify the Equipment to avoid infringement; or (iii) replace the Equipment with non-infringing equivalents. THE REMEDIES INCLUDED HEREIN ARE EXCLUSIVE REMEDIES FOR CLAIMS OF SOLE OR CONTRIBUTORY INFRINGEMENT.

12. Termination.

12.1 Termination for Default. Either Party may terminate this Agreement for cause upon thirty (30) business days' prior written notice if the other Party: (i) materially breaches a substantial obligation of this Agreement and fails to commence and diligently pursue a cure within the notice period; (ii) becomes insolvent, is unable to pay its debts as they become due, or makes a general assignment for the benefit of creditors; or (iii) appoints, or has appointed against it, a receiver, trustee, or similar officer for a substantial part of its assets, or commences any proceeding under bankruptcy or insolvency laws. Notwithstanding the foregoing, if Customer fails to pay any undisputed invoice within ten (10) business days of receiving written notice of nonpayment, Contractor may suspend performance, with an equitable extension of the schedule. If such nonpayment continues for thirty (30) business days, Contractor may terminate this Agreement upon written notice, without further obligation or liability, and shall be entitled to recover all amounts due, including costs of demobilization and any other damages permitted under this Agreement.

12.2 Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) business days' written notice. If Customer terminates, it shall pay all accrued fees and expenses, reasonable termination costs (including demobilization), Contractor's anticipated profit and overhead on the unperformed portion of the work, and any outstanding obligations incurred by Contractor in good faith, as detailed in a final invoice or as expressly agreed in Contractor's cancellation schedule. If Contractor terminates, it shall take reasonable steps to mitigate disruption and cooperate with Customer to transition services as needed.

13. Governing Law and Dispute Resolution. This Agreement shall be governed by the laws of the state specified in the PO, without regard to its conflict of laws principles. Any disputes shall be resolved through good-faith negotiations, followed by mediation, and, if necessary, binding arbitration under the rules of the American Arbitration Association ("AAA"). THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. Customer Cooperation

14.1 Access and Information. The Customer shall: (a) provide free and unobstructed access to necessary facilities, Equipment, and Work areas; (b) respond promptly to requests for document

approvals, including timesheets and specification revisions; and (c) supply all information required for Contractor's performance.

14.2 Performance Contingency. Contractor's obligations are contingent upon timely cooperation by the Customer. Failure to provide access, approvals, or current site information shall entitle Contractor to a change order for equitable adjustments to Price and/or schedule.

14.3 Information Requirements. The Customer shall furnish, at its expense, all necessary project-related documents, including surveys, reports, and assessments, and any additional information reasonably requested by the Contractor. Contractor shall rely on the accuracy and completeness of all Customer-provided information. The Customer shall provide required approvals or comments within the timeframes as specified.

14.3 Permits. The Customer or property Owner shall obtain all permits and approvals necessary for the Project, excluding those specific to the Contractor's Work required by law to be in the Contractor's name. The Contractor shall provide reasonable support to the Customer in obtaining permits. The Customer shall indemnify and hold the Contractor harmless from any claims, delays, or damages caused by Customer and/or Owner's failure to obtain required permits or approvals.

15. Compliance of Law.

15.1 Mutual Compliance. Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances related to the Work, Services and/or Equipment, and materials. For transactions involving Federal funding, property, or military installations, the Customer shall provide the Contractor with relevant federal compliance requirements for review prior to issuing a purchase order.

15.2 Notice of Substantive Change or Violation. Each party shall promptly notify the other of any legal or regulatory changes affecting this Agreement. Both parties agree to comply with export control laws and immediately notify each other of suspected or actual violations. If either party determines the other cannot comply, they may terminate the Agreement with written notice.

16. Assignment. Neither party may assign this Agreement without the prior written consent of the other, except to an affiliate or successor. Consent of assignment shall not be unreasonably withheld.

17. Notices. All notices, requests, claims, demands, and official communications must be in writing and delivered via: (i) verifiable delivery, (ii) nationally recognized courier service, or (iii) United States Postal Service by registered mail with prepaid postage and return receipt requested. Notices are effective upon actual delivery to the designated addresses of the Parties.

18. Entire Agreement. This document constitutes the entire agreement and supersedes all prior agreements, whether written or oral.

19. Severability. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

CUSTOMER

(Signature) (Date)

(Print or Type name)

(Title – an authorized representative of Client)

CONTRACTOR

(Signature) (Date)

(Print or Type name)

(Title – an authorized representative)

CONTRACTOR

(Signature) (Date)

(Print or Type name)

(Title – an authorized representative)

**EXHIBIT A –
SCOPE OF WORK**

**EXHIBIT B –
SCHEDULE OF WORK**

**EXHIBIT C –
COMPENSATION AND PAYMENT**

Software License Addendum

This Software License Addendum (“Addendum”) is made between Customer (“Licensee”) and Contractor (“Licensor”).

1. Background

Licensee has entered into a Purchase Order (“PO”) with Licensor for certain software products and related services (collectively, “Software”). This Addendum sets forth the terms governing Licensee's use of the Software.

2. License Grant

Licensor grants Licensee a non-exclusive, limited license to use the Software as specified in the PO. Licensee shall not exceed the permitted number of users or devices without Licensor’s prior written consent.

3. Scope of Use

Licensee may use the Software solely for internal business purposes in accordance with Licensor’s documentation. Licensee shall not:

- (a) modify, reverse engineer, or create derivative works;
- (b) sublicense, lease, or transfer the Software; or
- (c) use the Software to provide services to third parties.

4. Ownership

Licensor retains all rights, title, and interest in the Software, including all intellectual property rights. No ownership rights are transferred under this Addendum.

5. Warranty & Support

The Software (excluding upgrades) is warranted for 12 months from the associated equipment delivery date. If the Software fails to comply with this warranty, Licensor will use commercially reasonable efforts to correct the defect upon written notice from Licensee within the warranty period. Support and maintenance services, if applicable, will be provided per the terms of the PO or any separate agreement.

6. Waiver

Licensee acknowledges that despite industry-standard security measures, no software is completely free from potential vulnerabilities, viruses, or malware. The presence of such issues in the Software shall not, in itself, constitute a breach of this Addendum or any agreement between the parties. Licensor shall not be liable for any damages, losses, or liabilities resulting from such issues, provided that Licensor has made commercially reasonable efforts to mitigate known threats.