

Vectis Automation Terms and Conditions – OUTRIGHT PURCHASES

- 1. SCOPE AND DEFINITIONS.** “Seller” means Vectis Automation LLC. “Buyer” means the person or entity purchasing goods from Seller, or any representative, agent, officer, or employee of the Buyer. “Seller Documents” means any Seller proposal, acknowledgement, invoice, or other document referenced herein or therein by Seller. “Goods” means any one or more of the items sold under this agreement, as identified in the Seller Documents. The “Return Window” is stated in Seller Documents and is defined as the number of calendar days between day of receipt of equipment at buyer’s facility (determined by tracking information from shipping carrier) and the last day that a return request is able to be initiated by the buyer. “Terms” mean these Terms and Conditions, which together with Seller Documents constitute the “Agreement” governing the outright sale of goods. If the transaction is a rental or rent-to-own, these terms and conditions are not in effect. For a rental or rent-to-own transaction, refer to Vectis Automation Terms and Conditions – RENTAL/RENT-TO-OWN button link at vectisautomation.com/terms-conditions.
- 2. AUTHORITY TO EXECUTE.** Any individual agreeing to this Agreement represents and warrants that he or she is of legal age and has the authority and power to execute this Agreement on behalf of Buyer.
- 3. ACCEPTANCE OF ORDERS.** No order issued by Buyer shall be binding upon the Seller until accepted by the Seller via written acceptance. No terms and conditions in Buyer purchase order, acknowledgement form, or other document issued by Buyer which conflict with the conditions herein or increase the Seller’s obligation hereunder shall be binding on the Seller unless specifically identified and accepted in writing, executed by an officer of the Seller. Additional or different terms applicable to a specific transaction may be specified in a Seller Document or agreed to in a written contract signed by officers of both parties. In the event of a conflict, precedence shall be as follows: (1) written contract signed by both parties; (2) Seller Documents; and (3) these Terms.
- 4. PRICES.** Pricing in Seller Documents is valid for 30 days from the date noted in Seller Documents. Pricing includes standard packaging and shipping within the 48 Continental US states via an LTL ground carrier, unless otherwise stated in Seller Documents. Seller’s price does not include any property, license, privilege, sales, value-added, use, excise, or similar taxes that may be imposed by any government entity (including but not limited to federal, state, county, city/town). Buyer agrees to pay any such taxes which Seller is required to pay or collect. If Buyer holds a direct payment permit and/or is exempt from all or part of any tax, Buyer shall, at time of order, provide Seller a copy of any such certificate that is acceptable to the relevant government authority(ies). Pricing does not include any customs, duties, or other similar fees. Any duties, customs fees, exactions, or other charges payable to any government or other entity are the sole responsibility of the Buyer.
- 5. PAYMENT AND INVOICE TERMS.** Payment terms shall be as follows unless expressly stated otherwise in Seller Documents: 50% with order, 50% prior to shipment. The 50% with order will be invoiced immediately upon acceptance of Buyer Purchase Order and will be due upon receipt. The 50% prior to shipment payment will be invoiced at time of order and due prior to shipment of goods. Any late payments may stop work and/or delay shipment, and will be subject to a late charge equal to the lesser of 1.5% per month or any part thereof of the highest applicable rate allowed by law on all such overdue amounts. Seller, in its sole discretion, may choose not to order components or begin work on Goods until the 50% upfront payment is received and deposited. Lead time estimates are based on time of receipt of 50% payment. Seller has no obligation to ship any Goods to Buyer until payment in full has been received and deposited. If shipment is delayed by Buyer, all payments shall become immediately due and payable on the date Seller is prepared to ship the Goods. Delays in shipment, regardless of fault, shall not relieve Buyer of its obligation to pay. Seller accepts paper check, ACH, or wire transfer payments.
- 6. SHIPMENT AND DELIVERY.** Shipping terms shall be DAP Customer Facility (Incoterms 2020) for domestic shipments within the 48 Continental US states. Hawaii, Alaska, and International shipping terms will be evaluated on an individual basis and noted in the Proposal, or EXW Vectis Automation if not otherwise specified in Seller Documents. Seller will take reasonable commercial efforts to ship the equipment within the timelines estimated in Seller Documents. Buyer understands and acknowledges that all scheduled shipment dates and lead times are estimates only. In no event will Seller be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery.
- 7. TRANSFER OF TITLE AND RISK OF LOSS.** Title and risk of loss or damage for the Goods shall transfer from Seller to Buyer when the Goods are available for unloading at Buyer facility. Where permitted by law, the Seller retains a security interest in products sold until full payment is received.
- 8. BUYER’S OBLIGATIONS AND RESPONSIBILITIES.** BUYER IS RESPONSIBLE FOR ENSURING THAT ALL EMPLOYEES, AGENTS, AND THIRD PARTIES THAT INTERACT WITH OR ARE IN THE VICINITY OF THE GOODS IN ANY WAY ARE PROPERLY WEARING THE NECESSARY PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WELDING AND INDUSTRIAL ENVIRONMENTS INCLUDING, BUT NOT LIMITED TO, STEEL-TOED SAFETY BOOTS, SAFETY GLASSES, ARC FLASH EYE PROTECTION WITH APPROPRIATE SHADE FOR ARC WELDING (E.G. WELDING HELMETS), WELDING GLOVES, HEAD/HAIR PROTECTION E.G. DOO-RAG “WELDING CAPS”, EAR PROTECTION, AND FIRE-RESISTANT/WELD-PROTECTIVE CLOTHING THAT COVERS THE ENTIRE BODY. Buyer warrants that goods will be used in compliance with all federal, state, and local laws including but not limited to OSHA codes, all accepted industry standards including but not limited to Robotics Industry Association standards, American National Standards Institute, and the International Organization for Standardization. Buyer also warrants that the Goods will be used with prudent safety practices, operating manuals, warning labels, and any other written instructions provided by Seller, if any. Buyer agrees not to program the Equipment above shoulder height

nor point the weld wire in an unsafe or potentially unsafe condition. Buyer is responsible for providing and connecting the correct power to the Goods per Seller Documents. Any and all warranties will be void if incorrect power is supplied to the Goods, if the isolating mount plates are not used or are used improperly, or if the Goods are misused or have been modified without authorization by Seller. If Buyer exercises the right to return the Goods per the Return Policy below, Buyer is responsible for returning Goods in original packaging and in an undamaged condition.

- 9. RETURN POLICY.** If the Buyer is unsatisfied with the Goods for any reason, Buyer has the option to return the Goods to Seller if the Goods are in an undamaged condition and the Buyer initiates the return request within the 30-day Return Window, unless otherwise stated on the Proposal. This return policy is only applicable to the first system purchased by a given customer – additional system purchases, regardless of when ordered, cannot be returned. The return policy is not applicable to non-standard systems nor end-users outside of the United States. A return merchandise authorization (RMA) is required for a full refund. The RMA request can be initiated anytime within the Return Window. An RMA can be initiated by contacting connect@vectisautomation.com. Upon RMA approval being provided to Buyer, Goods must be properly packaged in their original packaging and shipped to Seller in a reasonable timeframe (within 5 business days requested). Seller will consider in good faith any special circumstances that make this 5-business-day request impractical to achieve. Prior to return shipment, Buyer must receive approval from Seller regarding the method of transportation and provide pictures verifying that the Goods have been properly packaged. Once the returned Goods have been received by Seller and inspected for damage, a refund via paper check will be issued to Buyer within 30 days. If the Goods returned to Seller are damaged, are in an excessively worn condition, or not in original packaging, Buyer understands and acknowledges that Seller may withhold all or part of the refund determined by the extent of the damage and the cost of repairs. Buyer is responsible for return shipping costs and assumes risk of loss or damage to the returned equipment while in transit back to Seller.
- 10. WARRANTY AND REMEDY.** The warranty period for new Goods provided by Seller is 24 months from date of shipment (*or 12 months from date of shipment for any systems ordered & shipped prior to 3/31/2023*). This warranty is non-transferrable and non-assignable. Seller warrants that Goods shall be delivered in accordance with Seller Documents and free of defects in material and workmanship. This warranty shall not apply to consumable/expendable components; such as contact tips, gas nozzles, liners, cables, casings/conduits, spatter disc/gas diffusers, collets, inlet guides, drive rolls, or parts that fail due to normal wear and tear. Any Good or component to a Good that is manufactured by a third party is warranted only to the extent of the third party's warranty, and only the remedies, if any, provided by that third party shall apply. If a nonconformity is discovered in the Goods during the warranty period and written notice of the nonconformity is provided to Seller promptly after discovery and within the warranty period, Seller's obligation shall be, at its option, to either (i) repair/replace the nonconforming portion(s) of the Goods; (ii) order and ship repair/replacement parts to Buyer; or (iii) refund the portion of the price applicable to the nonconforming portion of Goods or Services. Seller, at its option, may also choose to subcontract warranty repair/replacement work to a third party. All nonconforming Goods are subject to a warranty inspection. This warranty shall not apply to goods that have been altered or repaired, have been subject to misuse or used while any parts are loose, broken, or damaged, or used with other than Seller's original parts, consumables, or accessories which may affect performance and safety. This warranty shall be void if incorrect input power is supplied to the Goods or if the isolating mount plates are not used or are used improperly. This warranty shall be void if accident, abuse, or misuse damages the Goods, or if the Goods are modified in any way except by Seller's authorized personnel. Seller makes no other warranty of any kind, whether express or implied, including, but not limited to the warranties of merchantability or fitness for a particular purpose. Seller shall not be liable under any circumstances to Buyer, or to any person associated with Buyer, for damages of any kind arising out of the use, maintenance, repair, or replacement of the Goods in whole or in part, including, but not limited to any, direct, indirect, incidental or consequential damages or damage for loss of production or loss of profits resulting from any cause, including but not limited to, any act, error or omission of Seller. The remedies stated herein constitute Buyer's exclusive remedies and Seller's entire liability for any warranty matters or claims.
- 11. LIABILITY.** In no event shall Seller or any third party contractor or agent of the Seller be liable or responsible to Buyer or any other party for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, injury, loss of profits or revenue, loss of use of the goods or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Buyer or other third parties for any damages. In no event, regardless of cause, shall Seller be liable for the acts or omissions of Buyer or third parties. Buyer acknowledges and assumes all risks inherent in the operation, use and possession of the Goods from the time the Goods are delivered to the Buyer. Buyer agrees to take all necessary precautions to protect all persons and property from injury or damage from the Goods. Buyer understands and acknowledges that all scheduled shipment dates and lead times are estimates only. In no event will Seller be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery. Seller may, from time to time, respond to Buyer's questions relating to general welding advice, automation advice, and advice relating to use of Seller's Goods. Seller's officers and employees respond to the best of their ability based on information provided by Buyer and any knowledge the employee may have related to the application. However, Seller, its officers, and its employees are not necessarily able to verify information provided by Buyer nor are they able to fully evaluate engineering and/or manufacturing requirements of a given application. Therefore, Seller does not warrant, guarantee, or assume any liability for any advice, consultation, or information provided to Buyer by Seller, its officers, employees, affiliates, and agents; nor does any advice, consultation, or information provided by Seller change, expand, or create any warranty on Seller's Goods. Buyer is wholly and ultimately responsible the design and creation of a particular application's requirements including but not limited to design elements, weld types/sizes/counts/etc, quality control, and fabrication methodology. Welding & cutting power supplies on Vectis systems come

from the original manufacturer factory-calibrated. 3rd party certification of welder/cutter output (via load bank) is not included in base Vectris quotes, but can be quoted upon request or provided by local welding & gas suppliers.

- 12. INDEMNIFICATION.** To the fullest extent permitted by law, Buyer agrees to indemnify, defend, and hold harmless the Seller, its officers, employees, affiliates, third parties including but not limited to subcontractors, and agents from and against any and all claims, demands, obligations, damages, liabilities, losses, fines, and costs of any type (including, but not limited to, attorneys' fees, loss of profit, business interruption, other special or consequential damages, damages relating to property damage, bodily injury or damages relating to wrongful death) arising out of or related to Buyer's ownership, installation, and use of the Goods. However, Buyer shall not be obligated to indemnify Seller for that part of any loss, damage, or liability caused solely by the intentional misconduct or sole negligence of Seller. In furtherance of, but not in limitation of the indemnity provisions in this agreement, Buyer expressly and specifically agrees that the foregoing obligation to indemnify shall not in any way be affected or diminished by any statutory or constitutional limitation of liability or immunity Buyer enjoys from suits by its own employees. The Buyer's duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this agreement.
- 13. PATENT INDEMNIFICATION.** Seller hereby indemnifies Buyer and its directors, employees, agents, and officers, as well as their respective successors, assigns, and heirs, against all and any damages that arise or result from claims of patent infringement related to the Goods in their original condition brought by a third party subject to limitations as found in this Agreement. Buyer must provide proper notice to Seller and recognize that the Seller has the right to control and defend such claims in any manner it deems appropriate. Seller further has the right to authorize, negotiate, and consent to settlements.
- 14. INSURANCE.** Buyer agrees to maintain and carry, at Buyer's sole cost, general liability insurance including coverage in an amount no less than two million dollars (USD2,000,000) per occurrence for property damage, bodily injury, and contractual liability. Buyer shall include Seller as an additional insured on a primary and non-contributory basis and provide a waiver of subrogation in favor of Seller. Until Seller is in receipt of full payment by Buyer for the Goods, Buyer shall maintain insurance in an amount that is sufficient to cover the price of the Goods. Seller shall not maintain insurance on Buyer's Property and will not assume any liability for destruction or loss of the same unless agreed to in writing otherwise.
- 15. INVENTIONS.** All inventions (whether or not patentable), trade secrets, trade names, trade or service marks, works of authorship, discoveries, ideas, and/or concepts created or prepared by Seller under this Agreement, together with any and all intellectual property rights therein are the sole and exclusive property of the Seller. Seller shall have the right, at its option and expense, to seek protection of the inventions by obtaining patents, copyright registrations, and filings related to proprietary or intellectual property rights.
- 16. CONFIDENTIAL INFORMATION.** As used herein, "Confidential Information" shall mean all information in whatever form which is disclosed by either Party to the other Party prior to or subsequent to the execution of this Agreement, including but not limited to information relating to products, operations, processes, plans, intentions, engineering drawings, 3D CAD models, patents, know-how, trade secrets, or other material disclosed by one Party to the Other Party. Both Buyer and Seller shall treat each other's Confidential Information as confidential; shall not use such Confidential Information except in connection with the Agreement; shall not disclose such Confidential Information to any third party, and shall not reverse-engineer Goods and/or Software. Both Parties acknowledge that breach of this clause may cause irreversible and irreparable harm, that monetary damages may not be an adequate remedy, and that both Parties reserve the right to seek and obtain injunctive relief in addition to any other remedy that may be available. If a separate Mutual Non-Disclosure Agreement has already been executed, that separate agreement supersedes this single clause of this Agreement.
- 17. GOVERNING LAW.** In the event of any dispute arising out of or relating to this Agreement, Seller and Buyer shall seek to resolve the dispute in good faith through mutual discussions. If the dispute cannot be resolved through mutual discussions, either party may commence an action to resolve the dispute in the Federal or State courts of Colorado, County of Larimer. This Agreement and any transactions arising therefrom shall be governed and construed under the laws of the State of Colorado, as applied to contracts entered into and performed in that State, specifically excluding any conflict or choice of law provisions. In the event of any litigation action between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any awarded remedy, to collect from the other party all reasonable fees and expenses incurred in such action, including attorneys fees.
- 18. SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.
- 19. ENTIRE AGREEMENT / ONLY AGREEMENT.** The Agreement, include these Terms and the Seller Documents, constitute the entire agreement between Buyer and Seller with respect to the transaction of Goods. There are no oral or other representations or agreements not included herein. None of Seller's rights or Buyer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by agents of both Buyer and Seller. Any use of Buyer's purchase order number on any Seller Document is for Buyer's convenience only; and any terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by Seller. Buyer shall not assign this Agreement unless Seller consents in writing.