

## Terms & Conditions

1. Application. These IWS Standard Terms and Conditions of Sale (these "Terms") apply to any quotations made and orders accepted by Integrated Warehouse Solutions, Inc. or any of its affiliates (the entity making the quotation or accepting any order, the "Seller") for the sale of equipment, machinery, materials, goods, accessories and parts and any related services (the "Goods") by Seller, and are hereby incorporated into the agreement, proposal, quotation, order acknowledgement, invoice or other document to which they are attached, or other correspondence signed by Seller incorporating these Terms (such documents collectively, the "Order Documentation"). These Terms together with the Order Documentation (together, the "Agreement") form the entire agreement between Seller and the purchaser identified in the Order Documentation ("Buyer") with respect to the subject matter of the Order Documentation, contain the exclusive terms with respect thereto and apply in lieu of all other terms appearing on Buyer's purchase order or elsewhere, except to the extent specifically stated to the contrary in the Order Documentation. Buyer acknowledges and agrees that any prior or contemporaneous promises, agreements, or representations with respect to the subject matter of the Order Documentation, whether oral or written, or created through custom, usage, or course of dealing are also superseded by the terms of the Agreement. Any terms in the Order Documentation (other than any standard terms of Buyer referenced therein) will control in the event of any conflict with provisions of these Terms. Any terms in a purchase order or Buyer's other documentation, irrespective of materiality, that are different from or additional to these Terms are objected to and excluded unless expressly agreed to in Seller's acknowledgement.
2. Specifications. Upon receipt of order, and if required, Seller will submit layout drawings and Buyer must check and verify them in the field in writing with reasonable promptness. All weights, specifications and dimensions of proposed layout drawings are approximate and subject to changes during detailed engineering. Seller retains all intellectual property rights of every kind in (a) any drawings or specifications in any Order Documentation (including any modifications thereto requested by Buyer), (b) all molds, dies, tools, special fixtures, jigs, patterns, plates and models used by Seller in manufacture and (c) all other documents, drawing rights, design rights, developed programs and other data provided or developed in the course of the Agreement ("Seller Materials"). Buyer acknowledges that Seller Materials are the confidential information of Seller and agrees that Buyer will not disclose, use or copy any such information to any third parties (or permit any such disclosure, use or copying) except to the extent authorized by Seller in writing; provided that Seller will if required by Buyer grant Buyer a non-exclusive, non-assignable, royalty-free license to use Seller Materials solely to the extent required to use or maintain the Goods. The confidentiality obligations of this section are in addition to, and not in derogation of, Buyer's obligations of confidentiality under any other agreement with Seller or its affiliates, including any non-disclosure agreement, and in the event of a conflict between the terms of such other agreement with Seller and those of these Terms, the terms of such other agreement shall govern and control.
3. Pricing. Prices will be as specified in the Order Documentation (the "Pricing"). Any Quoted Pricing is valid for up to 15 days and subject to change with notice thereafter. Pricing is FOB point of shipment with freight prepaid and additional. Payments will be invoiced as set forth in the Order Documentation, provided that (a) Seller may invoice up to 50% of the Pricing upon acceptance of any order for either non-standard product or product for which modifications requested by Buyer are provided, which amount must be paid in full before Seller is required to begin production and (b) if Buyer directs Seller to hold Goods for more than 3 days after manufacturing, (A) storage charges will accrue and (B) Pricing invoiced in full as of the manufacturing completion date or at any time thereafter. Pricing is specified and all payments shall be made in U.S. Dollars. All payments are due within 30 days of the date of Seller's invoice, or earlier if otherwise specified by Seller in writing, without limitation of any other remedies available to Seller hereunder or otherwise, if any payment hereunder is not made when due, Seller may charge Buyer an amount calculated from the due date until actual collection by Seller of 1.5% per month or, if lower, the highest rate permitted by applicable law. The total amount required to be paid by Buyer

hereunder will be paid regardless of any dispute or controversy relating to this Agreement or Goods or to any other agreement, transaction, products, or services. Any full or partial payments received from or for Buyer's account shall be applied against the amount owed by Buyer with full reservation of Seller's rights and without accord or satisfaction of Buyer's liability, regardless of writings, legends or notations on such checks or payments or of other writings, statements or documents accompanying or related to the same. If Buyer is in default of any obligations hereunder, Buyer shall be liable for Seller's costs of collection, including reasonable attorney fees, whether or not suit is actually filed. Buyer hereby grants Seller a security interest in and to Goods and any additions or improvements to Goods pursuant to the Uniform Commercial Code or other similar statute to secure payment of Pricing and other amounts due to Seller hereunder. Buyer agrees to execute all additional documents that Seller deems necessary to perfect the security interest of Seller in Goods, wherever located.

4. Taxes. Sales, use, and other taxes and duties that are presently or may hereafter be imposed by any taxing authority are not included in Pricing, and if separately stated and collected at the time of payment of Pricing, Buyer will be responsible for payment of that amount and will indemnify and hold Seller harmless from payment thereof, and Buyer will indemnify and hold Seller harmless for any additional amounts due.
5. Delivery. Quoted lead times as well as all shipping or delivery dates quoted by Seller are subject to change at any time until Seller accepts the applicable order. Seller shall use reasonable efforts to meet any performance dates in the Order Documentation, but any such dates shall be estimates only. Unless otherwise indicated in the Order Documentation, selection of the means of transportation for shipment of Goods shall be at Seller's sole discretion, and risk of loss or damage will pass to Buyer upon delivery of Goods to the carrier. Seller may make partial deliveries and bill Goods accordingly.
6. Force Majeure. Seller will not be liable for any damage of or loss of Goods, any delay in or failure to deliver Goods, or any partial or complete failure to perform hereunder if such damages, loss, delay or failure arises from fire, flood, windstorm, explosion, Act of God, pandemic, epidemic, force majeure, accident, theft, war, embargos, intervention or other acts or rulings of governmental authorities, strikes, labor disputes or difficulties of any kind, shortage of materials, failure of suppliers to make timely deliveries, transportation delays or loss, damage or delay in carriage, an act or omission of Buyer, its agents or employees (or any party retained by, through or under any of them) or any other cause, whether similar or dissimilar that is beyond Seller's reasonable control (a "Force Majeure Event"). If a Force Majeure Event prevents or delays Seller's performance or Buyer's ability to accept Goods for a period of 30 days or more, Seller may in its discretion terminate the Agreement without liability upon written notice to Buyer.
7. Inspection; Returns. Buyer shall inspect Goods upon receipt for shortage or obvious damage and must note discrepancies and any shortages on the freight bill of lading before signing. Buyer's claims for damage to Goods in transit must be settled with or filed against the carrier, not Seller. Goods shall be deemed to have been delivered and accepted by Buyer unless Seller receives a written claim for nonconformities within 10 days of delivery, and Buyer may not reject specified, approved and delivered Goods unless proven defective. If Buyer timely notifies Seller in writing of any nonconformities in Goods and Seller determines that such Goods are nonconforming, then as Buyer's exclusive remedy with respect thereto, Seller shall at its option either repair or replace such nonconforming Goods, subject to the limitations of Section 10. Orders may not be cancelled or returned without the written consent of Seller's authorized officer, which may be withheld in its sole discretion. Authorized returns are subject to a restocking charge of up to 25% plus transportation charges and may be rejected unless the Seller-provided RGA number is prominently displayed.
8. Change Orders. The parties may agree at any time to make additions, deletions or revisions in Goods, but Seller shall not be obligated to make any such change without the formal execution of a written change order signed by Seller's authorized representative, and consent to any such change may be withheld or conditioned in Seller's sole discretion. If Seller commences work to implement a change order at Buyer's request before Pricing and time adjustments are agreed in writing, Seller shall be entitled to fair compensation, including profit and appropriate extensions to schedule. If changes in the work, conditions not reasonably foreseeable, Force Majeure Events or any act or omission of Buyer, its agents or employees or any party retained by, through or under any of them cause an increase in the cost or time required for performance, an equitable adjustment shall be made to Pricing and schedule.

9. LIMITED WARRANTY. Seller warrants to the original purchaser that Goods will conform to the standard warranty applicable to such Goods in effect as of the date of order (the "Limited Warranty"). Seller or its designee will either repair the defective Goods or exchange parts that prove defective under normal service, subject to the terms of the applicable Limited Warranty. The availability of the Limited Warranty is conditioned on Goods being used and serviced in accordance with Seller's recommendations, product selection guides, production manuals and installation instructions (collectively, the "Instructions") and any alterations of any kind to the Goods not permitted by the Instructions or any damage to Good other than by Seller will immediately void the Limited Warranty. Seller's sole obligation and Buyer's sole and exclusive remedies under the Limited Warranty are limited to repair by Seller or its designee or exchange of parts that prove defective under normal service, but only if Seller is reasonably satisfied upon examination that a warranty defect exists. Date stamped photographs must be sent for initial review with any warranty claims. This Limited Warranty does not cover any defects, malfunction or failure caused by or resulting from service, maintenance, installation repair or use (i) that are improper or unauthorized, (ii) not in conformance or accordance with the Instructions and/or the intended use and capacities or specifications or (iii) resulting from abuse, neglect accident, weather related issues or any other cause beyond the control of Seller. IN ADDITION TO THE FOREGOING AND ANY ADDITIONAL WARRANTY LIMITS, REQUIREMENTS AND EXCLUSIONS THAT APPLY PURSUANT TO THE ORDER DOCUMENTATION, THE FOREGOING LIMITED WARRANTY IS VOID AND NO REMEDIES ARE AVAILABLE UNDER IT UNLESS BUYER PROVIDES SELLER WITH WRITTEN NOTICE OF ANY DEFECT WITHIN (A) 30 DAYS FROM THE EARLIER OF THE DATE THE DEFECT WAS DISCOVERED AND WHEN IT SHOULD HAVE BEEN DISCOVERED AND (B) 30 DAYS FROM THE LAST DAY OF THE APPLICABLE WARRANTY PERIOD. FAILURE BY BUYER TO GIVE WRITTEN NOTICE OF A DEFECT WITHIN EITHER TIMEFRAME WILL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS OR WARRANTY REMEDIES HEREUNDER. THE FOREGOING WARRANTIES ARE PROVIDED IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES ON GOODS OR OTHERWISE HEREUNDER, WHETHER EXPRESSED, IMPLIED, OCCURRING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No dealer, distributor or other sales representative has any authority to alter, amend or extend the Limited Warranty or any of its exclusions. Seller makes no warranty to Buyer with respect to Goods sold hereunder that are equipment manufactured by others, which will only carry the manufacturer's warranty.
10. LIMITATION OF LIABILITY. BUYER AGREES THAT IN NO EVENT (WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF LEGAL ACTION OR THE THEORY OF RECOVERY) WILL SELLER OR ITS SUBCONTRACTORS OR AFFILIATES BE LIABLE FOR (A) CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS, REVENUES OR OPPORTUNITY, LOSS OF USE OF GOODS OR ANY OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR ANY CLAIMS OF BUYER'S CLIENTS FOR ANY SUCH DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, ACTUAL OR ALLEGED BREACH HEREOF, OR THE GOODS OR (B) ANY LOSSES OR DAMAGES UNDER ANY CLAIM OF ANY KIND IN EXCESS OF THE PRICING ACTUALLY PAID TO SELLER FOR GOODS WHICH GIVES RISE TO THE CLAIM. WITHOUT LIMITATION OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S ENTIRE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND GOODS SHALL BE LIMITED TO THE ACTUAL PRICING PAID BY BUYER FOR GOODS COVERED HEREBY AND WILL TERMINATE 3 YEARS AFTER SUBSTANTIAL COMPLETION OF WORK.
11. Buyer Obligations. As government and industry codes and standards may apply differently depending on Buyer's use of Goods, compliance with government and industry codes and standards is Buyer's responsibility. Buyer shall comply with all applicable laws and regulations in its performance hereunder and in its use of Goods and shall not take any actions that would cause Seller to be in violation of any of the above laws, including, as applicable, the U.S. Foreign Corrupt Practices Act or any other applicable anti-bribery law or treaty, or regulations regarding export controls and sanctions. Without restricting the generality of the foregoing, Buyer shall ensure that all distribution, sale, transfer and re-export of Goods is in compliance with applicable export control law. To the fullest extent permitted by applicable law,

Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, successors and assigns from and against any liabilities, claims, demands, damages, losses and expenses (including attorney fees): (a) arising from any act or omission of Buyer or its employees or agents or any party under Buyer's direction or anyone acting on behalf of Buyer, including with respect to installation and personal injury or death to any person (including any Buyer employee) and damage to any property, including Goods, (b) arising from Buyer's failure to comply with applicable law or (c) by reason of any real or alleged infringement by Seller of third party intellectual property or other rights in incorporating a design or modification requested by Buyer.

12. Default. Buyer will be in default hereunder and all unpaid Pricing will at Seller's option become immediately due and payable on the occurrence of any of the following: (a) Buyer breaches any provisions herein (including payment obligations) and does not cure such breach within 5 days of its receipt of written notice from Seller and/or (b) if Buyer becomes insolvent or ceases to do business as a going concern, if a petition in bankruptcy or foreign arrangement or reorganization is filed by or against Buyer and is not dismissed within 30 days, or if a receiver is appointed for Buyer. Upon Buyer's default, Seller will have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, and shall be entitled to recover from Buyer: (i) the portion of Pricing chargeable for work completed in manufacturing as of the date of termination; (ii) any direct liabilities, obligations, damages, and/or claims incurred by Seller in performing hereunder; and (iii) gross profit on the terminated portion of the order of at least 15% of the unpaid portion of the Pricing.
13. Governing Law and Jurisdiction. This Agreement and any claim or controversy arising out of or relating to it (including matters related to its interpretation, performance, breach and the parties' obligations hereunder) will be construed and adjudicated in accordance with the laws of the State of Texas, excluding the application of the United Nations Convention on the International Sale of Goods of 1980. Any suit, action or proceeding relating to any such claim or controversy or otherwise with respect to this Agreement shall be brought in the District Court of the State of Texas, County of Tarrant, or in the United States District Court for the Northern District of Texas, Fort Worth Division, and Buyer hereby submits, and irrevocably waives any objection that it may now or hereafter have, to the exclusive jurisdiction and venue of such courts for the purpose of any such suit, action or proceeding. Buyer hereby further irrevocably waives any claim that such suit, action or proceeding brought in either such court has been brought in an inconvenient forum.
14. Miscellaneous. Buyer may not assign its rights or obligations hereunder in whole or in part without Seller's prior written consent. Seller may assign and/or delegate its rights and/or obligations hereunder without consent. No waiver of any term of the Agreement will be valid unless in writing and signed by an authorized representative of Seller. Waiver of any breach or default will not be deemed a waiver of any subsequent breach or default. Any portion of the Agreement which is not enforceable will be deemed severed only to the extent of such non-enforceability. Except as otherwise specified herein, no term of this Agreement may be modified except by a writing signed by both parties. Except if the context otherwise requires, in this Agreement, (a) the words "include", "includes" or "including" (or similar terms) are deemed to be followed by the words "without limitation"; (b) the words "hereunder", "herein" and "hereof" mean under, in or of this Agreement; and (c) the captions and titles are for convenience only and are not intended to define or aid interpretation of the subject matter of any text. Notices hereunder will be deemed given: (i) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours or (ii) 1 business day after being sent by reliable overnight courier or (iii) 3 business days after being placed in a postage prepaid envelope, registered or certified mail, and deposited with the U.S. Post Office, properly addressed. The parties expressly agree that this Agreement and all documents related thereto be written in English, and the English language version of this Agreement shall supersede any translation in any other language.