

ATLANTEC MARINE INSTRUMENTS LLC

GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

As used herein:

- **"Seller"** means **Atlantec Marine Instruments LLC**, the legal entity shown on the Atlantec Offer and/or Order Acknowledgment.
- **"Buyer"** means the entity to which Seller's Offer is made or the entity purchasing Goods and/or Services from Seller.
- **"Goods"** means the software, software licenses, products, parts, materials, and/or equipment specifically included in Seller's Offer and/or Buyer's Order and includes "Standard Product" that means fully designed and developed products previously sold by Seller to customers and that require no changes, alterations, or additions from those Goods customarily offered by Seller and described in Seller's marketing literature.
- **"Services"** means services included in Seller's Offer and/or Buyer's Order to be performed by Seller.
- **"Offer"** means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer.
- **"Order"** means a purchase order or similar purchase instrument issued by Buyer to Seller for the purchase of Goods and/or Services.

All references to "Seller's terms and conditions" herein mean and include:

- (i) the General Terms and Conditions of Sale set forth herein; and
- (ii) any other Terms and Conditions, to the extent referenced in Seller's Offer and/or Order Acknowledgment.

Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties".

2. OFFERS

Unless stated otherwise in writing by Seller, Seller's Offer shall be valid for thirty (30) days from the date of such Offer. Any extension to the validity period shall be at Seller's sole discretion. Seller reserves the right to withdraw and/or revise the Offer at any time during the validity unless it is accepted by Buyer in its entirety. The prices offered by Seller apply only to the specific details of the Offer.

3. ACCEPTANCE OF BUYER'S ORDER

Seller's Offer and any Order issued by Buyer to Seller for Goods and/or Services, and any amendments thereto, are strictly limited to Seller's terms and conditions. Buyer's issuance of an Order in response to Seller's Offer shall conclusively evidence Buyer's unconditional acceptance of Seller's terms and conditions irrespective of any different terms and conditions included in Buyer's Order, and Seller hereby rejects and shall not be bound by any terms or conditions in Buyer's Order or other written communications that differ from, add to, or modify Seller's terms and conditions.

Seller's terms and conditions shall govern and apply to Orders accepted by Seller whether they are attached to Seller's Offer or referenced on Seller's website. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer does not waive any of Seller's terms and conditions specified herein.

4. SOFTWARE AND END USER LICENSE AGREEMENT (EULA)

Goods may contain or be delivered with or as digital media containing software proprietary to Seller or a third party. Goods may also be comprised of software delivered in digital media or other format that is proprietary to Seller or a third party. All software is provided under license only, and not as a sale or other transfer of ownership. Buyer undertakes to accept and be bound by any applicable End User License Agreement (EULA) or other license agreement imposed by Seller or a third party for such software. In the case of software delivered as digital or other media, installation or download of the Goods constitutes agreement by Buyer to the terms and conditions of Seller's EULA. Seller has no obligation to continue to offer any software product or license for purchase and has no obligation to develop or provide software updates unless specifically part of Seller's Offer.

5. PRICES

All prices, invoices, and payments shall be in the currency specified in Seller's Offer. A minimum purchase amount applies to all Orders. Unless expressly stated otherwise in Seller's Offer, all prices are firm and fixed and are exclusive of special packing and packaging, installation, commissioning, and training costs.

6. PAYMENT TERMS AND TITLE

Subject to Seller's approval of Buyer's credit, and as stated in Seller's Offer, at Seller's sole discretion, payment terms for Orders will be either:

- full or partial payment in advance by wire transfer;
- by an irrevocable letter of credit confirmed with Seller's bank; or
- net thirty (30) days from the date of Seller's invoice.

Regardless of method of payment, Buyer is responsible for applicable banking fees or charges. Buyer shall pay interest on all late payments at a rate equal to the higher of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

In addition to all other remedies available under Seller's terms and conditions or at law, which Seller does not waive by the exercise of any rights hereunder, Seller shall be entitled to suspend the delivery of any Goods and/or performance of Services if Buyer fails to pay any amounts when due and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

If Seller at any time determines, in its sole and absolute discretion, that Buyer is not financially sound or responsible or may be unable to pay in full and in a timely manner all amounts due to Seller, Seller shall have the right to require immediate payment in full in cleared funds prior to continuing work or incurring any further cost. Buyer must raise any dispute relating to an invoice within fifteen (15) calendar days of the date of invoice. If Buyer's dispute is held to be valid, Seller shall credit Buyer the disputed amount.

Title to Goods shall pass to Buyer upon delivery; however, Seller shall maintain an enforceable interest in the Goods until receipt of payment in full to Seller.

7. TAXES

Unless expressly stated otherwise in Seller's Offer, all prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such taxes, duties, and charges; provided, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, real property, or other assets.

8. INSPECTION AND TESTS

All Goods manufactured or sold by Seller are subject to Seller's or manufacturer's standard inspection and quality assurance processes and, if applicable, acceptance testing at Seller's or manufacturer's facility. Any additional requirements mutually agreed by the Parties in writing—including, without limitation, Buyer's source inspection or additional testing required by Buyer—shall be at Buyer's sole expense.

If Buyer requires inspection by Buyer or Buyer's representative at Seller's or manufacturer's place of manufacture, such inspection shall be subject to Buyer's prior written request and Seller's prior written approval and shall not unreasonably interfere with Seller's operations. If applicable, if Buyer fails to perform such inspection on the agreed date, Buyer's request for inspection shall be deemed to have been waived.

9. PACKING AND PACKAGING

All Goods shall be packed and packaged in accordance with Seller's or manufacturer's standard commercial packing and packaging methods. Any nonstandard or special packing or packaging requested by Buyer is subject to Seller's written agreement and shall be at Buyer's sole expense.

10. DELIVERY, SHIPPING TERMS, AND RISK OF LOSS

Unless agreed otherwise by Seller in writing, shipping terms shall be as expressly stated in Seller's Offer. If Seller's Offer does not specify shipping terms, shipments shall be delivered **FCA (Free Carrier Alongside)** to Seller's shipping dock in accordance with the version of **Incoterms** in effect as of the date of Seller's Offer. Risk of loss to Goods shall pass in accordance with the applicable Incoterm.

If Seller prepays shipping, insurance, or other related charges, Buyer agrees to reimburse Seller promptly for such charges. If Buyer fails to arrange for collection of the Goods or any part thereof on the scheduled Order shipping date, or fails to provide instructions or documents required for shipment, Seller may, upon providing written notice to Buyer, store or arrange for the storage of the Goods, and on the service of such notice:

- (i) risk of loss of the Goods shall pass to Buyer;
 - (ii) delivery of the Goods shall be deemed to have taken place and any outstanding payment for the Goods will become due; and
 - (iii) Buyer shall pay Seller all costs and expenses arising from such failure including, but not limited to, storage and insurance charges.
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11. EXPORT AND ANTI-BRIBERY COMPLIANCE

All Goods, Services, and technical information provided by Seller to Buyer may be subject to:

- (i) the export control laws and regulations of the United States of America, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR); and
- (ii) all export control laws and regulations of the country of registration of the Seller, and may be subject to the export and/or import regulations in other countries.

Buyer agrees and covenants that it will not, directly or indirectly, transfer, offer to sell, sell, export, re-export, distribute, allow the use of, or otherwise dispose of Goods or related technical information to or in any restricted countries or to any restricted parties, unless authorized by applicable governmental agencies. Buyer further agrees not to use the Goods in activities involving the development, production, or use of nuclear, chemical, or biological weapons or missiles.

Buyer acknowledges that U.S. law prohibits transactions involving individuals or entities listed on government-restricted lists, including but not limited to the Denied Persons List, Entity List, Specially Designated Nationals List, and Debarred Persons List. Buyer agrees to indemnify and hold Seller harmless from any claims or liability arising from Buyer's failure to comply with such laws.

Buyer also agrees to comply with all applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, and to maintain and enforce a policy prohibiting bribery of foreign officials.

12. DELIVERY SCHEDULES AND FORCE MAJEURE

All dates for delivery of Goods and provision of Services are estimates only. Seller may deliver earlier or later than the estimated dates at its discretion. Delivery schedules are contingent upon timely receipt of all necessary Buyer-furnished information, instructions, materials, and equipment.

Seller shall not be liable for delays or failures caused by events beyond its reasonable control, including but not limited to acts of God, government actions, export license delays, terrorism, natural disasters, labor disputes, cyber incidents, supplier delays, or transportation issues ("Force Majeure Events").

In the event of a Force Majeure Event, Seller may suspend performance or extend delivery schedules without liability.

13. CHANGES

Buyer may request changes within the general scope of the Order by providing written notice to Seller. Such changes shall not be effective unless and until accepted in writing by Seller.

If any requested changes result in increased cost or extended delivery time, Seller shall be entitled to an equitable adjustment to the price and/or schedule. The Parties shall execute a written modification to the Order to reflect such changes.

14. TERMINATION

14.1 Termination for Cause

If Seller has reasonable grounds to suspect that Buyer has violated any applicable law or regulation, Seller may, at its sole discretion and without liability, terminate, cancel, or suspend the Order immediately.

Additionally, if either Party breaches a material provision of the Order, the non-breaching Party may issue a written notice of breach. The breaching Party shall have thirty (30) days to cure the breach, except for payment defaults, which must be remedied immediately. If the breach is not cured within the specified period, the non-breaching Party may terminate the Order for default.

Either Party may also terminate the Order immediately if the other Party becomes insolvent or files for bankruptcy.

14.2 Termination for Seller's Convenience

Seller may terminate any Order by providing ninety (90) days written notice to Buyer, or immediately in the event of a Force Majeure Event. Buyer shall remain liable for payment of all Goods delivered prior to termination, and for partially completed Goods and associated work-in-process, including reasonable profit.

14.3 Termination for Buyer's Convenience

Seller may, at its sole discretion and subject to written authorization, allow Buyer to cancel all or part of an Order for Standard Products or Services. Cancellation is subject to Seller's current cancellation policy and restocking charges.

All returned Standard Products must be in new and unused condition. For Services, Buyer shall pay Seller for all costs incurred plus reasonable profit. Non-standard products, blanket orders, and master supply agreements are non-cancellable and Buyer shall pay the full Order value.

14.4 Additional Rights

Seller may exercise any termination rights without liability and without prejudice to other remedies. In the event of Force Majeure, Seller may retain any deposit or prepayment made by Buyer.

15. WARRANTY

15.1 Limited Warranty for Goods (Including Embedded Software) and Services

Seller warrants that all Goods delivered under Buyer's Order shall be free from defects in material and workmanship and conform to Seller's specifications for the period specified in Seller's Offer, or if not specified, for a period of twelve (12) months from the date of original shipment.

This warranty does not apply to Goods that, upon examination by Seller or its authorized service provider, are found to have been:

- (i) mishandled, misused, abused, or damaged;
- (ii) altered from their original state;
- (iii) repaired by a party other than Seller without prior written approval; or
- (iv) improperly stored, installed, operated, or maintained.

Seller shall, at its sole option, repair or replace defective Goods, or issue Buyer a credit for the original price, subject to depreciation if applicable. This shall be Buyer's sole remedy.

The warranty period for repaired or replaced Goods or re-performed Services shall be the greater of ninety (90) days or the unexpired portion of the original warranty period.

15.2 Limited Warranty for Standalone Software

For software supplied as a standalone product, Seller warrants that it will conform to the functionality described in Seller's documentation for ninety (90) days from delivery, unless otherwise stated in Seller's Offer.

This warranty is valid only if the software is installed and used in strict compliance with Seller's instructions. Seller shall, at its option, repair or replace the software, or issue a credit for the original price, subject to deduction for usage.

Seller does not warrant compatibility with third-party hardware or software unless purchased from Seller. The warranty excludes software that has been mishandled, altered, or improperly maintained.

15.3 Exclusive Remedies

The remedies in Sections 15.1 and 15.2 are exclusive and replace all other warranties, express or implied. No warranty of merchantability or fitness for a particular purpose is given. For third-party software, Seller makes no warranties whatsoever.

16. RETURN AUTHORIZATIONS (Not Applicable to Software)

Returns of nonconforming or defective Goods are subject to Seller's current return authorization procedures. Buyer must notify Seller promptly and obtain a Return Material Authorization (RMA) number before returning any Goods.

Goods must be returned transportation and insurance prepaid, with the RMA number clearly marked on the label and paperwork. Unauthorized returns may be refused or subject to additional charges.

Seller will inspect returned Goods and, if covered under warranty, repair or replace them at Seller's expense. If not covered, Buyer will be notified and the Goods returned at Buyer's expense. Seller may charge for inspection and testing of non-warranty items.

Returned Goods will not be stored for more than six (6) months unless otherwise agreed.

17. TOOLING

Unless agreed otherwise in writing, all tooling, fixtures, equipment, software, and designs produced, acquired, or used by Seller to fulfill Buyer's Order shall remain the property of **Atlantec Marine Instruments LLC or the manufacturer**.

18. PRODUCTION DISCONTINUATION

Seller shall continue to offer Goods for sale provided such Goods (specific part number, model, or product family) meet Seller's business criteria, which are established and maintained solely at Seller's discretion.

Goods that do not or are not expected to meet Seller's business criteria may be discontinued ("Discontinued Goods"). In such cases, Seller may, at its sole option, accept last-time-buy Orders for Discontinued Goods, subject to availability and Seller's delivery schedule.

All Orders for Discontinued Goods shall be accepted only on a non-cancellable, non-returnable basis. If Seller is unable to deliver the full quantity of ordered Discontinued Goods due to circumstances beyond its control, the undelivered balance shall be cancelled without further obligation.

19. BUYER'S OBLIGATION OF ASSISTANCE (Applicable to Services)

To the extent Seller is required to perform Services for Buyer, Buyer shall provide all information reasonably necessary for Seller to perform, including plans, layouts, wiring instructions, operational data, prior reports, or other relevant materials.

Buyer shall grant or arrange access to all sites where Services will be performed and provide safe storage for Seller's equipment, tools, and materials during the performance period.

Buyer agrees to cooperate fully and to disclose all general and local conditions that may affect Seller's performance. Seller is entitled to rely on the accuracy and completeness of information provided by Buyer.

20. PROPRIETARY RIGHTS

Seller or manufacturer shall retain all right, title, and interest in and to any data, software, tools, specifications, templates, scripts, inventions, works of authorship, know-how, and processes used or developed in connection with Buyer's Order.

Buyer agrees that Seller or manufacturer retains all proprietary rights in and to all products, designs, patents, copyrights, trademarks, trade secrets, and other intellectual property related to Goods or Services.

Buyer shall not copy, reverse engineer, or enable any third party to copy or reverse engineer any Goods. Unless otherwise agreed in writing, any information disclosed to Seller shall not be considered confidential or proprietary and shall be free from restrictions, except for patent infringement claims.

21. PATENT, COPYRIGHT, AND TRADEMARK INDEMNIFICATION

Atlantec Marine Instruments LLC ("Seller") shall indemnify Buyer against third-party claims related to infringement of patents, copyrights, trademarks, or designs, provided such claims arise from Goods manufactured, sold, or used in accordance with Seller's specifications. Buyer must notify Seller promptly and allow Seller to manage the defense and settlement. Remedies may include modification, licensing, or refund. This indemnity excludes claims arising from Buyer modifications, third-party integrations, or misuse.

22. CONFIDENTIALITY

Buyer shall treat all non-public business, technical, and financial information received from Seller as confidential. Disclosure is prohibited without prior written consent. Exceptions apply to publicly available information, third-party disclosures not bound by confidentiality, or independently developed data.

23. SAFETY WARNINGS

Buyer acknowledges that Goods may pose risks if not used according to Seller's documentation and applicable laws. Buyer is solely responsible for ensuring safe and lawful use, operation, and disposal of Goods.

24. INDEMNIFICATION

Each Party shall indemnify the other for claims arising from its own negligence or misconduct. Buyer shall also indemnify Seller for claims related to Buyer-supplied designs, specifications, or materials.

25. LIMITATION OF LIABILITY

Seller's total liability is limited to the lesser of (i) the amount paid by Buyer under the Order or (ii) \$10,000,000 USD. Seller shall not be liable for indirect, incidental, or consequential damages, including lost profits or business interruption.

26. LAWFUL USE OF GOODS

Buyer warrants that all Goods will be used in compliance with applicable laws and regulations in all jurisdictions of use, resale, or integration.

27. ETHICS AND VALUES

Seller is committed to ethical conduct and legal compliance. Buyer is encouraged to report concerns via Seller's designated ethics channel or contact point.

28. ORDER OF PRECEDENCE

In case of conflict, the following order applies: (i) Seller's Special Terms; (ii) these General Terms; (iii) Seller's specifications; (iv) scope of Services; (v) Seller's Order acknowledgment; (vi) Seller's Offer; (vii) Buyer's Order.

29. GOVERNING LAW

This agreement shall be governed by the laws of the jurisdiction in which Atlantec Marine Instruments LLC is incorporated, excluding international conventions on the sale of goods.

30. DISPUTES AND ARBITRATION

Disputes shall be resolved through arbitration under ICC Rules, conducted in the capital city of Seller's jurisdiction. The arbitrator's decision shall be final and binding, with no appeal. Costs and attorney's fees may be awarded to the prevailing Party.

31. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. Nothing herein creates a partnership, joint venture, or agency relationship.

32. NO THIRD PARTY BENEFICIARIES

This agreement benefits only the Parties and their permitted successors. No third party shall have rights under these terms.

33. NOTICES

All notices must be in writing and delivered via courier, certified mail, or personal delivery to the addresses specified in the Order.

34. ASSIGNMENT

Neither Party may assign its rights or obligations without written consent, except Seller may assign to affiliates or successors in interest.

35. WAIVER; REMEDIES; COSTS

No waiver shall be effective unless in writing. Seller's remedies are cumulative. Buyer shall reimburse Seller for enforcement costs, including legal fees.

36. SEVERABILITY

If any provision is found invalid, the remainder shall remain in full force and effect.

37. PARTIES

Only Atlantec Marine Instruments LLC and Buyer are Parties to this agreement. No other affiliates or entities are bound or benefit from these terms.

38. HEADINGS

Headings are for reference only and do not affect interpretation.

39. SURVIVAL

Provisions that by nature should survive termination shall remain in effect, including confidentiality, indemnification, and limitations of liability.
