

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) by [Taoglas USA, Inc. located at 8525 Camino Santa Fe, Suite A & B, San Diego, CA 92121][the Taoglas entity identified in the Sales Quotation] (“**Seller**”) to the buyer identified in the Sales Quotation and/or Acknowledgment (as each defined below) to which these Terms are attached or incorporated by reference (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by authorized representatives of both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation of sale (the “**Sales Quotation**”) provided to Buyer, and/or sales order acknowledgement (“**Acknowledgement**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. For clarification, after the Acknowledgement is received by Buyer, the order for Goods is binding and cannot be cancelled by Buyer for any reason and the full purchase price amount set forth in the Acknowledgement shall be due and payable by Buyer to Seller pursuant to the payment schedule set forth in the Acknowledgement unless otherwise agreed to in writing by Seller. All terms and conditions contained in any prior or contemporaneous oral or written communication which are different from, or in addition to, the terms and conditions in this Agreement are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this Agreement. These Terms prevail over any of Buyer’s terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Notwithstanding anything herein to the contrary, all orders for Goods must be for a minimum purchase price of \$100 or such orders will be rejected by Seller.

2. Delivery.

(a) The Goods will be delivered within a reasonable time after Seller provides Buyer the Acknowledgment, subject to availability of finished Goods. Seller will endeavor to meet delivery schedules requested by Buyer, but in no event shall Seller incur any liability, consequential or otherwise, for any delays or failure to deliver as a result of ceasing to manufacture any product or any Force Majeure Event. Delivery schedules set forth in the Acknowledgment are Seller’s good faith estimate on the basis of current schedules. In no event shall Seller be liable for special or consequential damages resulting from failure to meet requested delivery schedules.

(b) Unless otherwise agreed in writing by the parties in the Acknowledgement, Seller shall deliver the Goods to Seller’s plant in San Diego, California, USA (the “**Shipping Point**”) using Seller’s standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within three (3) days of Seller’s written notice that the Goods have been delivered to the Shipping Point. Buyer shall be responsible for all loading costs (including freight and insurance costs) and provide equipment and labor reasonably suited for receipt of the Goods at the Shipping Point. Seller shall not be liable for any delays, loss or damage in transit.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer, if applicable. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Shipping Point, or if Seller is unable to deliver the Goods at the Shipping Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to (in Seller’s sole discretion) replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Shipping Terms. Unless indicated otherwise in the Acknowledgment, Delivery shall be made EXW (Incoterms 2020), Shipping Point, including without limitation, freight and insurance costs. If no delivery terms are specified on the Acknowledgement, the method of shipping will be in the sole discretion of Seller. Unless directed in writing otherwise by Buyer, full invoice value will be declared for all shipments.

5. Title and Risk of Loss. Risk of loss passes to Buyer upon delivery of the Goods at the Shipping Point. Title to the Goods remains with Seller until paid in full. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

6. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

7. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within two (2) days of receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it

notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “**Nonconforming Goods**” means only the following: (i) product shipped is different than identified in Buyer’s Acknowledgement; or (ii) product’s label or packaging incorrectly identifies its contents. Unless provided in a separate services agreement between Buyer and Seller, delivery of Goods does not include any installation or other services.

(b) Seller will only accept Nonconforming Goods that are returned under Seller’s Return Material Authorization procedures then in effect (“**RMA**”). Buyer shall obtain a RMA number from Seller prior to returning any Nonconforming Goods and return the Nonconforming Goods prepaid and insured to Seller at its warehouse in San Diego, CA, or to such other location as designated in writing by Seller for the examination to take place there. If Seller reasonably verifies Buyer’s claim that the Goods are Nonconforming Goods and that the nonconformance did not develop from use from Buyer, Seller shall, in its sole discretion, repair or replace such Nonconforming Goods with conforming Goods. No returns for Nonconforming Goods are allowed after thirty (30) days from the original shipping date.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(a) are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(a) and Section 13, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

8. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the “**Prices**”) set forth in Seller’s published catalogue literature in force as of the date of the Sales Quotation. However, the Prices shown in such catalogue literature or any other publication are subject to change without notice. Unless specifically stated to the contrary in the Sales Quotation, quoted Prices and discounts are firm for thirty (30) days from the date of the Sales Quotation. Unless otherwise stated, prices are quoted EXW (Incoterms 2020), Shipping Point. Unless otherwise stated in the Acknowledgement, if the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) 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 charges, costs and taxes (present or future); provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms.

(a) Unless otherwise provided in the Acknowledgement, if Buyer has approved credit with Seller, Buyer shall pay all invoiced amounts due to Seller within twenty-eight (28) days from the date of Seller’s invoice, irrespective of the mode of delivery. If Seller does not have Buyer’s financial information and has not provided pre-approved credit terms for Buyer, the payment must be made in cash with order or C.O.D. in US dollars. If Buyer has approved credit terms, the payment may be made by cash with order, wire transfer of immediately available funds, check in US dollars, or by credit card. The prices quoted are discounted based on cash transactions, for credit card transactions they are 2% higher. Certain products require a down payment. Any payment terms other than set forth above will be identified in the Acknowledgement. Notwithstanding anything herein to the contrary, all prepaid deposits and down payments are non-refundable. If a deposit is not received when due, Seller reserves the right to postpone manufacturing of Goods until payment is received. Seller will not be responsible for shipment delays due to deposit payment delays.

(b) In Seller’s sole discretion, Seller may assess Buyer interest on all late payments at the lesser of the rate of 1.5% per month or 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 these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof Seller shall be entitled to (i) suspend the delivery of any Goods, (ii) offset any payment made by Buyer to such of the Goods and/or services (or the Goods supplied under any other agreement between the Buyer and the Seller) as Seller deems appropriate, (iii) demand the immediate payment of all payments outstanding in respect of the Goods and of any other goods, works or services under any other contract notwithstanding the fact that the date for payment may not have fallen due, (iv) cancel any warranty which would otherwise be applicable in relation to any Goods and/or services supplied to Buyer, or (v) demand of Buyer the full price for the Goods supplied before the application of any discounts or reductions.

(c) 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.

10. Intellectual Property; Software License.

(a) To the extent that any Goods provided under this Agreement contain any kind of software, whether pre-installed, embedded (e.g., firmware), in read only memory, or found on any other media or other form installed on the Goods, but specifically excludes any other software applications or cloud-based software platform that Seller makes available to its customers pursuant to a separate agreement (“**Software**”), such Software and accompanying user guides, instruction manuals, policies and procedures, and other documentation, including with respect to the use of the Goods and Software (“**Documentation**”) are licensed to Buyer, not sold and shall remain the sole and exclusive property of Seller or third party licensors of Seller. Subject to the terms and conditions of this Agreement and the payment of all fees hereunder, Seller grants Buyer: (i) a limited, non-exclusive license to use the Software provided with the Goods solely for use as part of the Goods and in accordance with any Documentation provided with the Goods for Buyer’s internal business use. Except as set forth in this section, no other right or license of any kind is granted by Seller to Buyer hereunder with respect to the Goods. Certain components of the Goods may include third-party hardware and third-party software such as computer operating systems. Licenses to such third party software are subject to the terms and conditions of any applicable third party software license agreements. Unless identified in the Acknowledgement, no license is granted by Seller with respect to such third party

software products that may be provided with the Goods (if any). Seller makes no warranties regarding any third party hardware or software that may accompany the Goods or otherwise and such software is explicitly included in the definition of Third Party Products below.

(b) Buyer shall not, and shall not permit any employee or third party to: (a) copy all or any portion of the Software; (b) decompile, disassemble or otherwise reverse engineer the Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software or any portion thereof; (c) modify, translate, or create any derivative works based upon the Software; (d) distribute, disclose, market, rent, lease, sublicense, or pledge the Software or Documentation, in whole or in part, to any third party; (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Software or Documentation; (f) perform, or release the results of, benchmark tests or other comparisons of the Software with other software or materials; (g) transfer the Software and Documentation, except as part of, or with, the Goods in accordance with these Terms and subject to the restrictions contained herein; (h) permit the Software or Documentation to be used for or in connection with any outsourcing services, service provider, service bureau, time-sharing, software as a service, data processing, information service or other similar technology, service or arrangement, on behalf of or for the benefit of a third party; (i) incorporate the Software or Documentation or any portion thereof into any other materials, products, or services, or use the Software for production purposes; (j) use the Software with any peripheral equipment or devices, other than the Goods; or (k) use the Software or Documentation for any purpose other than in accordance with these Terms. In the event of any violation of this section, Seller may immediately terminate the license to Software and Documentation, and shall be entitled to an injunction or other equitable relief.

(c) All patents, trademarks, copyrights or other intellectual property rights embodied in the Goods, including without limitation the Software, Documentation, all Updates, modifications and derivative works, are owned by Seller and its licensors. Seller and its licensors retain all right, title and interest in such intellectual property rights. Except as expressly set forth herein, no license rights or ownership in or to any of the foregoing is granted or transferred hereunder, either directly or by implication. ALL RIGHTS RESERVED.

(d) Seller does not provide Buyer any Updates or other Software support or maintenance under these Terms. Any support and maintenance will only be provided under a separate services agreement and subject to the applicable support and maintenance fees during the term of such separate services agreement. For purposes hereof, “Updates” means the object code forms of any modifications, error corrections, bug fixes, new releases, or other updates of or to the Software and Documentation that may be provided or otherwise made available hereunder by Seller to Buyer pursuant to a separate services agreement. Any such Update provided or made available by Seller hereunder shall be deemed a part of the Goods and subject to these Terms. The Documentation may be updated by Seller from time to time by posting the updated Documentation on its website or upon notice to Buyer.

(e) If Buyer is the United States Government or any agency thereof, each of the components of the Software and user documentation are a “commercial item,” and “computer software” as those terms are defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States government Buyers acquire only those rights in the Software and user documentation that are specified in this Agreement.

(f) If the Goods are to be manufactured or any process is to be applied to the Goods by Seller in accordance with a specification submitted by Buyer, Buyer shall indemnify, defend, and hold harmless Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid, or agreed to be paid in settlement by the Seller related to any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller’s use of Buyer’s specification.

11. Limited Warranty.

(a) Subject to the exceptions and upon the conditions set forth herein, Seller warrants to Buyer that for a period of one (1) year from the date of shipment (“**Warranty Period**”), that such Goods will be free from material defects in material and workmanship.

(b) Seller makes no warranty, express or implied, with respect to the design or operation of any product or system in which any Seller’s product sold hereunder is a component.

(c) **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS (INCLUDING ANY SOFTWARE) OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) Products manufactured by a third party and third party software (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Notwithstanding the foregoing, in the event of the failure of any Third Party Product, Seller will assist (within reason) Buyer (at Buyer’s sole expense) in obtaining, from the respective third party, any (if any) adjustment that is available under such third party’s warranty.

(e) Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) days of the time when Buyer discovers or ought to have discovered the defect and such notice is received by Seller during the Warranty Period; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods; (iii) Buyer (if requested to do so by Seller) returns such Goods

(prepaid and insured to Seller at its warehouse in San Diego, California or to such other location as designated in writing by Seller) to Seller pursuant to Seller’s RMA procedures outlined in Section 13 and Buyer obtains a RMA number from Seller prior to returning such Goods for the examination to take place; and (iii) Seller reasonably verifies Buyer’s claim that the Goods are defective and that the defect developed under normal and proper use.

(f) Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; (iii) Buyer alters or repairs such Goods without the prior written consent of Seller; (iv) repairs or modifications are made by persons other than Seller’s own service personnel, or an authorized representative’s personnel, unless such repairs are made with the written consent of Seller in accordance with procedures outlined by Seller; (v) any drawing, design or specification supplied to Seller from Buyer; or (vi) reasonable wear and tear, willful damage, negligence, abnormal working conditions or misuse.

(g) Subject to Section 11(e) and Section 11(f) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either repair or replace such Goods (or the defective part), provided that, if Seller so requests, Buyer shall, at Buyer’s expense, return such Goods to Seller.

(h) Any claim under this Section 11 must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods. Seller shall be afforded reasonable opportunity and facilities to investigate any claim made under this clause and Buyer shall, if so requested in writing by the Seller, make available any Goods which are subject of any claim, and any packing, securely packed for collection from the Buyer’s premises for examination by Seller. Seller shall have no liability with regard to any claim in the event the Buyer has not complied with the provisions of this Section 11.

(i) **THE REMEDIES SET FORTH IN SECTION 11(G) SHALL BE BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).** Representations and warranties made by any person, including representatives of Seller, which are inconsistent or in conflict with the terms of this warranty, as set forth above, shall not be binding upon Seller.

12. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, LOSS OF INFORMATION OR DATA, OR PERSONAL INJURY OR DEATH ARISING IN ANY WAY OUT OF THE MANUFACTURE, SALE, USE, OR INABILITY TO USE ANY GOODS, SOFTWARE OR SERVICE, OR ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

13. Warranty Return Authorization Process.

(a) Buyer must submit a Return Material Authorization (RMA) Fax Request Form in full and e-mail to RMA@taoglas.com. Seller will then respond to Buyer by phone within 48 hours of receiving RMA Request Form. Buyer must include any relevant material showing documentation of the defect or damage, i.e. pictures and other details.

(b) Upon receiving above information, Seller will first confirm whether there is a potential problem that may be covered by warranty or replacement service. If this is the case, Buyer will be issued an RMA # and an RMA Acknowledgment Form that confirms Buyer’s request within two) business days. Returned Goods will not be received under any circumstance without an RMA Acknowledgment Form and RMA #. Unauthorized returns or freight collection returns will be returned to Buyer at Buyer’s expense.

(c) Once Buyer receives the RMA # and Acknowledge Form, it must re-package the Goods, and attach the RMA Acknowledgement Form on the outside of the package. Protecting the value of returned Goods by packaging and shipping them correctly is Buyer’s responsibility. Seller reserves the right to deny warranty coverage for any damage caused by inadequate packing. Original protective packaging or an equivalent substitute must be used and all parts must be packed securely inside the external shipping carton to prevent mechanical damage. Buyer must send the Goods to the return location written on the issued RMA Acknowledgment Form. All Goods must be returned freight prepaid within thirty (30) days of obtaining an RMA. Seller reserves the right to cancel the RMA after thirty (30) days. If Buyer fails to return the Goods within such thirty (30) days, Buyer must contact RMA@taoglas.com to obtain a new RMA.

(d) On dispatch of the Goods Buyer must email a copy of the RMA Acknowledgement form along with the Waybill number to RMA@taoglas.com. [Seller](#) will not accept unauthorized returns or freight collection returns, and Seller will return these to Buyer at Buyer’s expense. If a returned product contains parts that are no longer available or repairable, Seller will contact Buyer to discuss resolution and return of the material. Seller will reject any returns without a valid RMA #.

(e) The repair department will evaluate all Goods returned for repair to determine warranty coverage and will resolve any questions that may arise during evaluation to make a final determination.

(f) Seller will invoice Buyer the purchase price of the replacement product and freight charges if the warranty or replacement service has been voided because of tampering, removal of components, improper maintenance, or any other reason as further set forth in the Limited Product Warranty or if Seller has not received the defective merchandise within thirty (30) days after receiving the RMA documents. See Section 11 of the Terms for full details relating to the Limited

Warranty. Buyer acknowledges, that the destination countryimportation,compliance withtherelevantexportcontrols,andcustomsclearancemayimpactactualdeliverytimes.

14. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Goods, services and technical data delivered by Seller shall be subject to U.S. export controls. Buyer shall, and shall cause its customers to, obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities. Buyer will indemnify and hold Seller harmless for any violation or alleged violation by Buyer of such laws, rules, policies or procedures. Buyer shall not transmit, export or re-export, directly or indirectly, separately or as part of any system, the Goods or any technical data (including processes and services) received from Seller, without first obtaining any license required by the applicable government, including without limitation, the U.S. government. Buyer also certifies that none of the Goods or technical data supplied by Seller under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missile technology. No Buyer information will be deemed “technical data” unless Buyer specifically identifies it to Seller as such. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods. For all international shipments, Seller requires that all required Export Control documentations, including Form BIS-711 Statement by Ultimate Consignee and Purchases, are submitted by Buyer along with the purchase order. Seller reserves the right to postpone shipment until all documentations are completed and submitted to Seller. Seller will not be responsible for shipment delays due to non-compliance by Buyer of the foregoing two sentences.

15. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer’s receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Confidential Information. All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section 17. This Section 17 does not apply to information that is: (a) in the public domain through no fault of Buyer; (b) known to Buyer at the time of disclosure without restriction as evidenced by its records; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage (each a “**Force Majeure Event**”), provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

19. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 19 is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law. Buyer’s domicile (will determine the Seller entity with whom Buyer is contracting under this Agreement, what law will apply in any dispute arising out of or in connection with this Agreement, the place of arbitration for any such dispute, and where notices to Seller should be directed. If Buyer is located in (a) the United States of America, Taoglas USA, Inc. will be the contracting party to this Agreement, (b) Europe, Taoglas Ltd. or Taoglas IOT Solutions, Ltd – Ireland will be the contracting party to this Agreement, (c) China, Taoglas Shenzhen Ltd. will be the contracting party to this Agreement, or (d) Taiwan, Taoglas (Taiwan) Ltd. will be the contracting party to this Agreement. Each party agrees to the applicable governing law (without regard to choice or conflicts of law rules), and the place of arbitration, as set forth in this Section 23. If Taoglas USA, Inc. is the contracting party to this

Agreement, then the governing law shall be the State of California U.S.A., without reference to its conflicts of law provisions, and the place of arbitration shall be San Diego, California. If Taoglas Ltd. or Taoglas IOT Solutions, Ltd – Ireland is the contracting party to this Agreement, then the governing law shall be the laws of the Republic of Ireland without reference to its conflicts of law provisions, and the place of arbitration shall be Dublin, Ireland. If Taoglas Shenzhen Ltd. is the contracting party to this Agreement, then the governing law shall be the laws of the People’s Republic of China, without reference to its conflicts of law provisions, and the place of arbitration shall be Shanghai, PRC. If Taoglas (Taiwan) Ltd. is the contracting party to this Agreement, then the governing law shall be the laws of Taiwan without reference to its conflicts of law provisions, and the place of arbitration shall be TaoYuan City, ROC. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or the transactions described herein. Each party hereby waives any right to trial by jury in connection with any action or proceeding arising from or related to this Agreement.

23. Arbitration. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be submitted to executives from each party for good faith negotiations. If after fifteen (15) days, the parties are unable to settle such dispute, the dispute shall be submitted to mandatory mediation, to be administered by a commercial mediator experienced in the subject matter hereof. Buyer and Seller shall each propose up to three (3) mediators, and shall select one (1) of such mediators by mutual agreement. If a party refuses to submit to mediation or if the mediation is unsuccessful, the dispute shall be settled by binding arbitration. Unless otherwise agreed by the parties, arbitration will be submitted before a single arbitrator experienced in the subject matter hereof. Buyer and Seller will each select an arbitrator, and those two arbitrators will select the third arbitrator that will be the official arbitrator for the proceedings. If the arbitrators are unable to agree on the identity of the third arbitrator within thirty (30) days of the written demand by a party to submit to arbitration, then the arbitrator shall be selected in accordance with the rules applicable to the arbitration, as set forth in this Section. Mediation and arbitration shall be under (a) if California law governs this Agreement pursuant to Section 22, the American Arbitration Association Commercial Arbitration Rules and Mediation Procedures; (b) if Irish law governs this Agreement pursuant to Section 22, the International Arbitration Rules of the International Centre for Dispute Resolution, (c) if Chinese or Taiwanese law governs this Agreement pursuant to Section 22, the Singapore Convention on Mediation or the Arbitration Rules of the Singapore International Arbitration Centre, as applicable. The place and location of mediation and arbitration, if applicable, shall be in the applicable place of arbitration identified in Section 22. The language to be used in the mediation and arbitral proceeding shall be English. The arbitration award shall be final and binding on the parties and judgment on the award may be entered in any court of competent jurisdiction. The prevailing party in any arbitration shall be entitled to reasonable attorneys’ fees and expenses from the other party as part of the arbitration award. Either party may request any competent judicial or other authority to order any provisional or conservatory measure (including any injunction), either prior to the institution of the arbitration proceeding or during such proceeding, for the preservation of its rights and interests.

24. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Acknowledgement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, upon confirmation of delivery by nationally recognized overnight courier or upon forty-eight (48) hours after being sent by certified or registered mail (as applicable), and (b) if the party giving the Notice has complied with the requirements of this Section 24.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Dispute Resolution, Survival, and the restrictions on Software in Sections 10(b), (c) and (d).