

ROBOTEQ, INC.

TERMS AND CONDITIONS OF SALE

Roboteq, Inc., referred to herein as the "Roboteq" and the customer or person or entity purchasing goods ("Goods") from Roboteq is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Roboteq relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Roboteq to Buyer. Roboteq's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Roboteq's Terms and Conditions of Sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance or payment for the Goods will manifest Buyer's assent to these Terms and Conditions.

1. ORDERS & PRICING

All orders are subject to review and acceptance by Roboteq. Roboteq reserves the right to reject such orders which, in its sole opinion, may contradict these terms and conditions or may infringe upon the laws of the United States. Prices for Goods, whether specified in Roboteq's price list or schedule, acknowledgment or written quotation, are subject to change without notice. Such prices shall be adjusted to reflect Roboteq's prices for Goods as in effect at the time of requested shipment date, and each shipment will be invoiced at such prices. All prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer.

2. TITLE & DELIVERY

Unless otherwise agreed in writing, all sales are F.C.A Roboteq's point of shipment (Incoterms 2020). In accordance with the foregoing Incoterm, risk of loss for damage and responsibility for the Goods shall pass from Roboteq to Buyer for each shipment upon delivery to and receipt by carrier at Roboteq's shipping point and legal title to the shipped Goods shall transfer to Buyer for each shipment as and when risk of loss with respect to such shipment is transferred to Buyer. While Roboteq will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Roboteq, all shipping dates are approximate and not guaranteed. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Roboteq for any and all storage costs and other additional expenses resulting therefrom.

3. PAYMENT

Unless otherwise agreed in writing, all orders are prepaid by means of credit card, check or wire transfer at Roboteq discretion. If Roboteq agrees to a non-prepaid order, terms are net thirty (30) days from date of Roboteq's invoice in U.S. currency. By placing the order Buyer agrees to such payment terms as indicated by Roboteq. Roboteq shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Roboteq hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Roboteq is not paid when due, it shall bear interest, at a rate to be determined by Roboteq, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Buyer hereby grants Roboteq a security interest in all Goods sold to Buyer by Roboteq, which security interest shall continue until all such Goods are fully paid for in cash, and Buyer, upon Roboteq's demand, will execute and deliver to Roboteq such instruments as Roboteq requests to protect and perfect such security interest.

4. LIMITED PRODUCT WARRANTY

Subject to the limitations of Section 8, Roboteq warrants that the Goods manufactured by Roboteq will be free from defects in material and workmanship and meet Roboteq's published specifications at the time of shipment under normal use and regular service and maintenance for a period of three (3) months after delivery of the Goods, unless otherwise specified by Roboteq in writing (the "Warranty Period"), provided that (1) the defective items are returned to Roboteq upon Roboteq issuance of an RMA, transportation charges prepaid by Buyer and (2) Roboteq's examination of such item discloses to Roboteq's satisfaction that such defects have not been caused by improper handling, storage, testing or installation, abuse, misuse, neglect, repair, alteration or accident. Robot combat is considered abusive use and not covered by this warranty. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 7, ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY ROBOTEQ WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO ROBOTEQ IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT ROBOTEQ'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY ROBOTEQ FOR BUYER'S USE OR PURPOSE.

5. REPAIRS OUTSIDE OF WARRANTY

Roboteq will estimate and charge buyer repair cost plus round-trip shipping charges as payment for all expenses incurred for the repair of defects or replacement of items not covered by the warranty. The repair or replacement by Roboteq of any item shall not be deemed to extend the warranty period of any item which has been repaired or replaced or to create any new warranty period. In no event shall Roboteq be liable for loss of profits, loss of use, incidental damages, consequential damages or any loss, costs or damages of any kind based upon a claim for defective products or breach of warranty.

6. PATENTS AND COPYRIGHTS

Subject to the limitations of Section 9, Roboteq warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Roboteq of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Roboteq and permit Roboteq to control completely the defense, settlement or compromise of any such allegation of infringement. Roboteq's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Roboteq's specifications and instructions (i) of such Goods, or (ii) of any combination of Goods acquired from Roboteq in a system designed by Roboteq.

In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Roboteq, Roboteq shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Roboteq may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. No license or rights in any of Roboteq's intellectual property associated with the Goods is granted hereby.

7. LIFE SUPPORT DEVICES, USE AS WEAPON, SAFETY HAZARDS

Roboteq's products are not authorized for use as components of life support devices, lethal weapon systems or any outlawed application. It is Buyer responsibility to exert due diligence while using Roboteq's products in all applications where High Power and or Motion Control are involved and Buyer acknowledges (1) having the required experience and skills, and (2) taking the necessary precautions, for a safe utilization of Roboteq's products. Roboteq disclaims any warranty or responsibility for such usage, which shall be at buyer's sole risk, even if Roboteq has been previously notified of such usage.

8. LIMITATION OF LIABILITY

ROBOTEQ SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL ROBOTEQ'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY ROBOTEQ GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL ROBOTEQ'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

9. FORCE MAJEURE

Roboteq shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; pandemic; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Roboteq's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Roboteq upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

10. GENERAL PROVISIONS

These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Roboteq unless made in writing and signed on its behalf by a duly authorized representative of Roboteq. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Roboteq's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Roboteq in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Missouri without regard to its conflicts of laws principles. Buyer and Roboteq agree that the proper venue for all actions arising in connection herewith shall be only in the Circuit Court of St. Louis County or the Federal District Court for the Eastern District of Missouri and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.