

Product Sale Terms & Conditions Acceptance of Order

The acceptance of any quotation issued by a PPT Group member includes the acceptance of the following terms and conditions of sale. These terms and conditions shall not vary unless expressly agreed by PPT Group in writing. All orders are subject to the acceptance at PPT Group location named in the quotation and shall be subject to the terms and conditions herein contained or referred to in Seller's accompanying quotation and to no others whatsoever unless altered or modified in writing by the Seller.

- 1. General.** The sale of Equipment, Instruments, Parts & Software ("Products") described in the accompanying quotation by PPT Group to the party receiving the quotation ("Customer") shall be governed by these terms and conditions. Additional or different terms or conditions proposed by the Customer (including any additional or different terms provided in the purchase order) shall be void and of no effect unless specifically accepted in writing by an authorized official of PPT Group and fully executed by the Customer. Prices quoted do not include any applicable state, local or other taxes.
- 2. Price and Payment.** Unless stated otherwise, all quotations shall be firm and fixed for a period of 30 days from the date of quotation. All payments shall be made in United States Dollars. Unless otherwise agreed, payment shall be made within 30 days. PPT Group reserves the right (at its sole discretion) to demand payment in advance of shipment (including partial advance payment for large orders); to request bank guarantees; or to terminate or modify the terms of credit payments. All orders paid by credit card (CC) will be subject to a 3% processing fee. The processing fee will be calculated on the net value of the payment.
- 3. Title, Risk of Loss, Insurance.** All shipment of Products will be EXW - FCA (Exworks-Free Carrier as defined under the Incoterms 2010 standard published by the International Chamber of Commerce) via PPT Group's named manufacturing facility. Title to each shipment of the Products sold hereunder and risk of loss thereon shall pass to Customer when PPT Group or its agent tenders such shipment to the carrier.
- 4. Inspection & Test.** All goods manufactured by PPT Group are fully inspected and subjected to standard tests before shipment. If the buyer wishes to witness any portion of the manufacture or test this requirement, if applicable to this purchase, it must be stated at the time of the order. We will provide notice of testing prior to the conduct of such tests, should your representative not be present at the agreed date and time all tests will proceed in your absence. If Customer chooses at a later date to witness any FAT, there will be additional fees charged and this will ultimately delay shipment.

5. **Installation.** The equipment or machinery described shall be installed by and at the expense of the Buyer unless otherwise stated.
6. **Delay.** All times for delivery shall date from our written acceptance of your order, or from our receipt of all necessary data and drawings which are required. We will use our best effort to complete delivery of such goods or services in the agreed period but accept no liability, in damages or otherwise, for failure to do so, from any cause whatsoever including, but without prejudice, to the generality of war, civil commotion, fire, flood, accident, labor dispute, shortage of materials, acts of God, act of Government or other authority or any other cause beyond reasonable control. In all cases of delay, the time for delivery shall be extended by a reasonable period having regard to the cause of delay.
7. **Shipment and Delivery.** Shipment dates are the best estimate possible based upon current and anticipated manufacturing capabilities of when the Product will be shipped and are also dependent on: (i) the prompt receipt of an order from the Customer that includes all information required for PPT Group to proceed with work immediately and without interruption; (ii) Customer's compliance with payment and other terms of Customer's performance obligations; and (iii) Customer's timely submission of any required export documents or freight carrier information required. If the freight carrier information is not provided, we will assign our Freight Forwarder and bill Customer accordingly. Under no circumstances will shipment be delayed for this lack of information.
8. **Delivery and Packing.** Unless otherwise agreed, all deliveries shall be Ex Works. All equipment and machinery are at buyers' risk after delivery to or collection by the transportation/freight company. Shipments are insured at the buyer's expense if requested. If delivery is quoted, transportation shall be subject to the control of the seller. Claim for loss or damage in transit relative to packaging will only be considered if the carriers and seller receive written notification of such damage or loss within 7 days of delivery. We reserve the right to charge for export packaging.
9. **Storage Fees.** If Customer finds it necessary to reschedule delivery of products to a later date than the scheduled delivery date, Customer agrees to pay storage fees to PPT Group assessed at \$100.00 per day per pallet or crate until such time that the Products leave PPT Group's manufacturing facility.
10. **Credit Approval.** Releases for delivery or shipment shall at all times be subject to the approval of the Seller's Credit Department.
11. **Warranty.** PPT Group, at its sole option and discretion, will repair or supply replacement parts for all defects which occur and are reported within 12 calendar months from the date of warranty initiation. PPT Group will evaluate the failed product manufactured by PPT Group at its facility to determine proper use and maintenance. Warranty consideration will apply to product defects arising solely from faulty material or workmanship. For a period of 90 days from warranty initiation, PPT Group will pay the

costs associated with the warranty service, including travel for service personnel and/or shipping charges to return the equipment. For the period from 91 days to 1 year, PPT GROUP will pay for parts and labor required to satisfy the warranty. All repairs claimed under warranty must be returned to PPT Group facility at your expense, in good quality packaging with full protection (including insurance) of the goods. Any standard commercially purchased components included in the shipment are guaranteed to the extent of the original manufacturer's warranty.

11a: The warranty term for replacement parts begins at delivery to the shipping destination in the US, port of entry into a foreign country or upon installation and commissioning by a certified PPT Group installer.

11b: The warranty term for systems and/or components not installed by an PPT Group certified technician begins 30-days from delivery to the shipping destination in the US or port of entry into a foreign country

11c: Product replaced under warranty is covered by the remainder of the unused warranty term or 90-days whichever is greater.

12. **Returns.** Contact your PPT Group Sales/Service Representative for specific details to return your product. Returned Products must be in original shipping cartons or equivalent and must be accompanied by a Return Material Authorization ("RMA") issued to the Customer by the appropriate PPT Group location. Customer is responsible for the return freight charges. All returns will be subject to evaluation before a credit is approved and will be subject to a 15% restocking fee. Full credit less the restocking fee will only be issued to the Customer if returns are in new condition and received within 90 days from shipment date to Customer.
13. **Exports.** Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer also hereby agrees that Customer does not intend to, and will not knowingly, without the prior written approval, if required, of the Office of Export Administration of the U.S. Department of Commerce or any other applicable government agency, export, either directly or indirectly, any Products to any country for which such approval is required. Customer further acknowledges that the Products may also be subject to the export laws and regulations of the country in which the Products are received, and that customer will abide by such laws and regulations. Customer also understands that the requirements and restrictions of U.S. Law may vary depending on the Products delivered and may change over time and that, to determine the precise controls applicable to the Products acquired, it is necessary for the Customer to refer to the U.S. Export Administration Regulations and the U.S. Foreign Assets Control Regulations, or other applicable export regulations.
14. **Foreign Corrupt Practices Act.** The United States Foreign Corrupt Practices Act of 1977 (FCPA) broadly prohibits the payment of bribes to non-US governmental officials. PPT Group strictly prohibits bribery or other improper payments in any of its business operations. This prohibition applies to all business activities, anywhere in the world, whether they involve government officials or are wholly commercial. A bribe or other improper payment to secure a business advantage is never acceptable and can expose

individuals and PPT Group to possible criminal prosecution, reputational harm, or other serious consequences.

15. **Patents.** The customer warrants that all work carried out to your design, drawing or instruction shall not be such as to cause us to infringe any Letter Patent, Registration Design, Trademark or Copyright and that we shall be indemnified against all claims for any such infringement.
16. **Copyright.** All copyright and intellectual property rights of any nature that subsist in any software, design, drawing, specification, plan, or technical document supplied by us shall remain our property absolutely and must not be copied or modified without our express permission in writing.
17. **Claims.** Seller shall not be liable, directly or indirectly, for any claims for damages or delays resulting from defective material, or contingent claims of any kind arising from loss of use owing to failure of equipment or machinery.
18. **Cancellation.** If any contract or order is cancelled by you or becomes otherwise unable to be completed by no fault of PPT Group, we shall be entitled to a fair and reasonable proportion of the contract price with respect of the work performed to the date thereof.
19. **Legal Interpretation.** Any contract or order shall be deemed to have been made in US, accepted, and verified by PPT Group and shall be subject to US Law. Only the courts in US shall have jurisdiction for orders placed on PPT Group Corporation.
20. **Transportation.** All transportation charges resulting from equipment being returned to the factory for any reason will be for the account of the buyer.
21. **Taxes.** Prices do not include sales or excise tax, VAT, duties or other governmental charges resulting from this transaction or the manufacture, sale, ownership, possession, or use of the Products, all of which must be paid by Buyer. For all non-taxable transactions, Buyer shall provide Seller a tax exemption certificate acceptable to the taxing authorities. In the event Seller is required at any time to pay any such tax or charge, Buyer agrees to reimburse Seller promptly on demand. If any governmental agency requires Buyer to withhold any portion of the gross payment due to Seller, then such payment shall be increased by the amount of such withholding.