

General Terms & Conditions

The following terms and conditions apply to the sale by Tollos Incorporated and its subsidiaries ("Tollos") of any "Equipment" (which includes related accessories, manuals, and other items delivered with this order) to the Customer. By placing an order with Tollos, the Customer agrees to and accepts these General Terms and Conditions. If Tollos provides any written, order-specific terms, those will override the general terms listed here. These terms supersede any prior communications or agreements unless explicitly stated in writing by Tollos. Any additional or different terms proposed by the Customer (such as in purchase orders) shall be void and of no effect. Tollos reserves the right to modify these terms at any time, and such modifications will apply to future orders. The Customer is solely responsible for reviewing the then-current Terms and Conditions before placing each order.

1. Payment Terms; Taxes. Payment is due within thirty (30) days from the invoice date. Late payments are subject to a finance charge of 1.5% per month (18 % per year) (or the maximum rate permitted by law). The Customer shall pay all applicable sales, use, excise, franchise, value-added, or other taxes, as well as any tariffs, duties, or surcharges, including those resulting from changes in import/export policies. The Customer shall also bear any costs arising from tariff or customs fluctuations after the order is placed. Payments made via credit card will incur a 3% processing fee. If the Customer cancels or returns an order, Tollos may charge a restocking fee of 25%. If delivery is delayed after Tollos has begun fulfillment, a holding fee of up to 25% of the order value at the time of purchase may apply.

2. Delivery – FOB (Free on Board) Shipping Point. For all shipments involving Equipment, delivery method is FOB Shipping Point. Title and risk of loss transfer to the Customer upon delivery to the carrier. All risk of loss or damage from shipping, theft, mysterious disappearance, fire, or any other cause, including without limitation any use or misuse, is the responsibility of Customer thereafter. Tollos will make reasonable efforts to meet delivery schedule but is not liable for delays. Tollos will follow the Customer's reasonable shipping instructions or select the method if none are provided. Equipment shall not be shipped or returned via U.S. mail. Customer will pay or reimburse Tollos for all delivery, insurance, and handling charges.

3. Title. Title to Equipment passes to Customer upon delivery. [Acceptance of Equipment by Customer will occur upon delivery.] Customer hereby grants to Tollos a first-priority security interest on the Equipment and all proceeds thereof, which shall expire only upon Customer making payment in full to Tollos for the Equipment. Customer authorizes Tollos to file financing

statements covering the Equipment in any jurisdictions Tollos deems appropriate.

4. Warranty and Limitation of Liability. Tollos warrants that Equipment it manufactures will be free from defects in material or workmanship for three (3) years after delivery. This warranty excludes damage from (a) misuse, (b) unauthorized repairs, (c) rust or corrosion, (d) excessive wear, and (e) use of non-approved parts. Use of unauthorized third-party parts and/or services, or neglect of maintenance voids all warranties. Only the original manufacturer's warranty applies if Tollos is not the manufacturer, refer to the products user manual for specific warranty information. Tollos disclaims all other warranties, including merchantability, fitness for a particular purpose, and non-infringement.

In no event will Tollos be liable for any indirect, special, incidental, exemplary, or consequential damages, including but not limited to any loss of revenue or anticipated profits, lost data, and costs of procurement of substitute equipment, regardless of the form of action, whether in contract, tort, or otherwise, even if Tollos has been advised of the possibility of the damages.

5. Indemnity. The Customer shall indemnify and hold Tollos harmless from any claims, damages, or expenses arising from misuse, modification, failure to follow safety procedures, improper storage or installation, or use of unauthorized parts.

6. Right of Setoff. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, Tollos is hereby authorized by Customer at any time and from time to time, without notice or demand to Customer or to any other person (any such notice and demand being hereby expressly waived), to set off, recoup, appropriate and to apply any and all funds which may be in the possession of, or which may be owed by Tollos, or its affiliates against any obligation of Customer or Customer's affiliates to Tollos, whether such obligation is liquidated, unliquidated, fixed, contingent, matured or unmatured, and regardless of whether such obligation arises under the Contract or a different agreement between Tollos and Customer or Customer's affiliate.

7. Compliance. The parties agree to comply with applicable laws and regulations. Tollos may suspend performance if Customer is in violation of applicable laws or regulations. No government procurement regulation shall be deemed a part of the Contract or be applicable to Tollos unless specifically agreed to in writing by Tollos. Customer agrees to comply with all applicable laws and regulations regarding the importation, use, sale, and diversion of the Equipment, and assumes responsibility for determining whether any shipment of Equipment requires government authorization or would otherwise violate applicable law. Any

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party defaulting on any of its obligations hereunder shall pay for all costs, expenses and legal fees incurred by the other party to enforce its rights, whether or not legal action is instituted, including in the case of Tollos, the costs of recovering, repairing or replacing the Equipment.

Any software included may only be used strictly in accordance with any applicable license(s).

8. Force Majeure. Tollos shall not be liable for failure to perform, or delay in performance, or delivery of any Equipment or maintenance due to (a) fires, floods, other natural disaster, strikes, or other labor disputes, accidents, sabotage, terrorism, war, riots, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or local laws, rules or regulations; or (b) any other cause beyond the reasonable control of Tollos. Tollos shall make reasonable efforts to promptly notify the Customer and mitigate its effects.

9. Liens. Customer shall keep the Equipment free from any liens, including without limitation, mechanics' liens, storage, warehouse or other possessory liens, claims or encumbrances, attachments, rights of others and legal processes ("Liens") of creditors of Customer or any other persons until such time as the Customer has paid Tollos in full for the purchase of the Equipment. Customer shall promptly notify Tollos of any Liens asserted and shall, at its own expense, defend and indemnify Tollos against all costs, expenses, and attorneys' fees arising from or related to any Liens. This obligation is in addition to, and not in limitation of, Tollos' rights under Section 3 (Title).

10. Export Regulations. Customer shall not transfer or otherwise dispose of any Equipment or related software, know-how, technical data, documentation or materials furnished by Tollos to any party or in any manner which would constitute a violation of the export control regulations of the United States (now or hereafter in effect). Such export regulations prohibit, without limitation, exports, transshipments or re-exports of Equipment to: (a) such countries or regulations that are subject to U.S. sanctions programs, or (b) to entities or individuals that appear on the U.S. government's: Specially Designated Nationals List, Denied Persons List, Unverified List, Debarred List or Entity List.

11. Termination. In addition to any other remedies that Tollos may have, Tollos may terminate the Contract with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under the Contract and the failure continues for five (5) days after Customer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these terms and conditions, in whole or in part; or (c) 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.

12. Miscellaneous. All notices hereunder shall be in writing. Typographic and/or clerical errors may be corrected by Tollos on notice to Customer. The Contract shall be governed by and construed in accordance with the laws of the State of Delaware. Any legal action or proceeding with respect to the Contract shall be brought exclusively in the state or federal courts in Delaware without giving any effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction that would cause the application of any laws of any jurisdiction other than those of the State of Delaware, and the parties hereby consent to the venue and jurisdiction of such courts.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply. To the extent that any provision or a portion of any provision is determined to be illegal or unenforceable, the remainder will remain in full force and effect. Customer may not transfer or encumber any rights here under without the consent of Tollos; Tollos may assign or transfer any of its rights or obligations upon notice in connection with a transfer of its business. No waiver by either party of any breach of any provision of the Contract shall be construed as a waiver of any subsequent breach or as a continuing waiver of such breach. Any approval, consent or determination of Tollos shall be given in Tollos' sole and absolute discretion. Time is of the essence.

Returned Equipment must have a Return Merchandise Authorization Number issued by Tollos within any applicable warranty period and be packaged in original packing materials and shipped prepaid freight to Tollos' designated location. For new Equipment, Tollos may assess a restocking fee or repair fee. "Including" means "including without limitation."

Tollos obligations to provide support and updates are governed by our *End of Support Policy* [QC-N001], which defines the Expected Service Life and End Of Support for Tollos products.

13. Data & Privacy. If the Customer provides personal data to Tollos, the Customer confirms it has the right to do so. Tollos may process such data in accordance with its privacy policy and applicable data protection laws, including PIPEDA, GDPR, and CCPA etc.