

SALES TERMS

Quotations: Quotations issued by Seller shall expire sixty (60) days after the date of issuance unless otherwise stated in writing by Seller. Prior to Seller's acceptance of Purchaser's order, quotations are subject to change without notice. Each quotation supersedes all previous proposals, understandings, and discussions relating to the subject matter thereof. Quotations are based upon the information provided by Purchaser at the time of quotation. If specifications, drawings, quantities, scope of work, requested ship dates, or any other information affecting the scope of the quotation changes after issuance, Seller reserves the right to revise pricing, estimated ship dates, and other terms accordingly.

Acceptance of Orders: Purchaser's acceptance of any quotation, issuance of a purchase order, authorization for Seller to begin engineering, manufacturing, procurement, or performance of services, acceptance of delivery, or payment for any goods or services shall constitute Purchaser's acceptance of these Terms and Conditions.

These Terms and Conditions constitute the complete and exclusive agreement governing the transaction and supersede any additional, inconsistent, or conflicting terms contained in Purchaser's purchase orders, acknowledgments, forms, or other documents. Any terms or conditions proposed by Purchaser that differ from or are in addition to these Terms and Conditions are expressly rejected and shall not be binding unless specifically accepted in writing by an authorized officer of Seller.

Prices: All prices are stated in U.S. Dollars unless otherwise specified in the quotation. Shipping terms shall be as specified in the applicable quotation.

Taxes: Prices do not include any applicable sales, use, excise, value-added (VAT), goods and services (GST), withholding, import, export, customs duties, tariffs, or other governmental taxes, duties, or fees unless expressly stated otherwise in the quotation. Any such taxes, duties, or fees imposed in connection with the sale, shipment, importation, or use of the equipment shall be the responsibility of Purchaser and may be added to the purchase price or billed separately by Seller, unless Purchaser provides Seller with a valid exemption certificate or other documentation acceptable to the applicable taxing authority.

Payment Terms: Unless otherwise stated in the quotation, payment terms are Net 30 days from the date of invoice. Any approved early payment discount applies only if payment is received within the period specified in the quotation or invoice. Seller reserves the right to charge interest on overdue balances at the maximum rate permitted by law. Purchaser shall be responsible for reasonable collection costs, including attorney's fees where permitted by law. Seller may suspend production, shipment, or performance if Purchaser fails to make payments when due.

Credit Approval: All orders are subject to Seller's approval of Purchaser's credit. Seller reserves the right to require full or partial payment in advance whenever Purchaser's financial condition or payment history warrants.

Electronic Communications: Electronic purchase orders, electronic signatures, emails, and other electronic communications between the parties relating to any quotation, order, or transaction shall have the same legal force and effect as original written documents.

SHIPMENT, DELIVERY AND RISK OF LOSS

Shipment Terms: Shipment terms shall be EXW Seller's Facility (Incoterms® 2020) unless otherwise specified in the applicable quotation. Title to and risk of loss for all goods shall pass to Purchaser in accordance with the applicable Incoterms® 2020 designation. Purchaser shall be responsible for all freight, insurance, customs clearance, import duties, taxes, and other charges associated with transportation of the goods unless otherwise expressly stated in the applicable quotation.

Risk of Loss: Title to and risk of loss for all goods shall pass from Seller to Purchaser in accordance with the applicable shipping terms specified in the

quotation. Unless otherwise stated in the applicable quotation, shipments shall be made EXW Seller's Facility (Incoterms® 2020). Goods held at Purchaser's request after Seller has notified Purchaser that they are ready for shipment shall be held at Purchaser's sole risk and expense.

Estimated Ship Dates: Any ship dates provided by Seller are estimates only and are not guaranteed unless expressly agreed to in writing by Seller. Estimated ship dates are based upon the information available at the time of quotation or order acknowledgment. Ship dates refer to the estimated date the products will leave Seller's facility and do not represent the date of delivery to Purchaser.

Force Majeure: Seller shall not be liable for any delay in performance or failure to perform resulting from causes beyond Seller's reasonable control, including, but not limited to, acts of God, fire, flood, labor disputes, transportation disruptions, supplier delays, material shortages, governmental actions or regulations, pandemics, war, terrorism, cyberattacks, utility interruptions, or other events beyond Seller's reasonable control. Seller's time for performance shall be extended for the reasonably necessary period to overcome the delay.

Acceptance of Goods: Purchaser shall inspect all equipment promptly upon receipt. Any claim for shortages, shipping damage, incorrect shipments, or other non-conformities that are reasonably discoverable upon inspection must be submitted to Seller in writing within thirty (30) calendar days from Seller's shipment date or within fifteen (15) calendar days after receipt of the goods, whichever occurs later. Failure to provide such notice shall constitute Purchaser's acceptance of the goods with respect to such claims.

ORDER CHANGES, CANCELLATIONS AND RETURNS

Changes to Orders: Purchaser may request changes to an order only with Seller's written approval. Changes requested after engineering, procurement, manufacturing, or performance of services have begun may result in revised pricing, estimated ship dates, or other terms. Seller reserves the right to revise pricing to recover costs incurred as a result of such changes, including engineering, labor, purchased materials, components, and administrative costs. Delays in providing drawings, specifications, approvals, samples, or other information required for performance may result in corresponding extensions to Seller's estimated ship dates.

Cancellations: Orders accepted by Seller may not be canceled except with Seller's written approval. Any approved cancellation shall be subject to terms that reimburse Seller for all costs and commitments incurred in connection with the order, including, but not limited to, engineering, labor, purchased materials, components, work in process, administrative costs, and any applicable cancellation charges from Seller's suppliers.

Returns: Because Seller's products are generally engineered-to-order or manufactured specifically for Purchaser's application, all sales are final. Products are non-cancelable, non-returnable, and non-refundable unless otherwise agreed to in writing by Seller or covered under Seller's applicable warranty.

No product may be returned without Seller's prior written authorization, which may be granted at Seller's sole discretion.

WARRANTY, SERVICE AND LIABILITY

Limited Warranty

New Products. Seller warrants that equipment and components manufactured by Seller shall be free from defects in material and workmanship for a period of one (1) year from the date of shipment from Seller's facility, provided the equipment has been used under normal operating conditions and properly installed and maintained in accordance with Seller's written instructions.

Products Repaired by Seller. Equipment and components repaired or reconditioned by Seller are warranted to be free from defects in

workmanship and replacement parts supplied by Seller for a period of six (6) months from the date of shipment from Seller's facility. This warranty applies only to the repair work performed and replacement parts supplied by Seller and does not extend or restart the original product warranty.

Third-Party Repairs. This Limited Warranty applies only to equipment and components manufactured, repaired, or reconditioned by Seller. Repairs performed by independent third parties are outside the scope of this Limited Warranty.

Warranty Claim Procedure. As a condition to any warranty remedy, Purchaser shall provide Seller with prompt written notice of the alleged defect within the applicable warranty period and, in all events, within thirty (30) days after discovery of the alleged defect. Seller shall be given a reasonable opportunity to inspect the equipment or component and, at Seller's option, require return of the allegedly defective item to Seller's designated facility in accordance with Seller's return instructions. No equipment or component may be returned without Seller's prior written authorization.

Warranty Exclusions: This Limited Warranty does not apply to defects, failures, or damage resulting from:

- misuse or abuse;
- improper installation, operation, or maintenance;
- accidents, neglect, or improper storage;
- unauthorized repairs, alterations, or modifications;
- normal wear and tear;
- damage caused by equipment, tooling, workpieces, or systems not supplied by Seller; or
- use of the equipment in a manner inconsistent with Seller's Operator's Manual or other written instructions.

This Limited Warranty also does not apply to wear pads, rollers, seals, O-rings, lubricants, or other items subject to normal wear, deterioration, maintenance, or replacement, except to the extent expressly stated otherwise in a quotation or written warranty issued by Seller.

This Limited Warranty also does not apply to any condition or circumstance beyond Seller's reasonable control or otherwise excluded under these Terms and Conditions.

DISCLAIMER OF OTHER WARRANTIES: THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SELLER. SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability: Seller's liability under this Limited Warranty shall be limited solely to the repair or replacement of defective equipment or components, or refund of the purchase price attributable to the defective equipment or component, at Seller's sole option.

Seller shall not be liable for any incidental, indirect, special, exemplary, or consequential damages arising out of or relating to the sale, installation, use, or performance of its products, including, but not limited to, damage to other equipment, loss of production, loss of profits, downtime, delays, administrative expenses, or overhead.

In no event shall Seller's total liability arising out of any claim, whether based in contract, warranty, negligence, strict liability, or otherwise, exceed the purchase price of the specific equipment or component directly giving rise to the claim.

The limitations of liability and exclusions of damages in these Terms and Conditions shall apply regardless of whether any exclusive or limited remedy fails its essential purpose.

Seller shall not be responsible for any labor, travel, removal, reinstallation, or other costs incurred by Purchaser or others in connection with warranty service unless expressly authorized in writing by Seller in advance.

Installation and Safety: Purchaser is solely responsible for the proper installation, integration, safe use, guarding, operation, inspection, and maintenance of Seller's products, and for ensuring compliance with all applicable laws, regulations, industry standards, and safety requirements.

Purchaser shall ensure compliance with Seller's Operator's Manual, including all installation, operation, maintenance, and safety instructions.

Seller shall not be responsible for the design, operation, guarding, programming, safety, or regulatory compliance of Purchaser's equipment or any machine or system into which Seller's products are incorporated.

Patent Indemnification: Seller shall defend and indemnify Purchaser against any claim that equipment or components manufactured solely by Seller infringe any valid United States patent, provided Purchaser promptly notifies Seller in writing of the claim and permits Seller to assume sole control of the defense and settlement of such claim.

Seller shall have no obligation under this section with respect to modifications not made or authorized by Seller, combinations of Seller's products with equipment or systems not supplied by Seller or continued use of an allegedly infringing product after Seller has offered a non-infringing alternative.

If any such claim is made or, in Seller's judgment, is likely to be made, Seller may, at its option and expense, procure for Purchaser the right to continue using the affected product, modify or replace the affected product so that it becomes non-infringing, or accept return of the affected product and refund the depreciated portion of the purchase price attributable to such product.

The foregoing constitutes Purchaser's exclusive remedy for any claim of patent infringement.

DISPUTE RESOLUTION

Negotiation: Before initiating arbitration or litigation, a party shall provide the other party with written notice describing the dispute in reasonable detail. The parties shall first attempt, in good faith, to resolve the dispute through direct negotiations between representatives with the authority to settle it. If the dispute is not resolved within thirty (30) days after receipt of the notice, either party may proceed as provided below.

Venue for Court Proceedings: Any action for injunctive relief, collection of undisputed amounts, enforcement of an arbitration award, or any matter determined not to be subject to arbitration shall be brought exclusively in the state court located in Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan, and each party irrevocably consents to the jurisdiction and venue of such courts.

Arbitration: Except for actions for injunctive relief, collection of undisputed amounts, or enforcement of intellectual property rights, any dispute, claim, or controversy arising out of or relating to these Terms and Conditions or the sale, performance, or use of Seller's products shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Oakland County, Michigan, before a single arbitrator, and shall be conducted in English.

Interim Relief: Nothing in this section shall prevent either party from seeking temporary, preliminary, or permanent injunctive relief from a court of competent jurisdiction to protect confidential information, intellectual property, or other rights pending final resolution of the dispute.

General Terms and Conditions of Arobotech Systems, Inc.

Valid as of
07/22/2026

Fees and Costs: The arbitrator may award the prevailing party its reasonable attorney's fees and costs to the extent permitted by applicable law and the applicable arbitration rules. The parties shall otherwise bear their own internal costs and share equally the arbitrator's fees and administrative fees, subject to any different allocation in the final award.

Waiver of Jury Trial: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Time Limit on Claims: No action or proceeding arising out of or relating to these Terms and Conditions or the sale of Seller's products may be commenced by Purchaser more than one (1) year after the cause of action has accrued, except to the extent such limitation is prohibited by applicable law.

Intellectual Property Rights: All drawings, quotations, specifications, calculations, engineering data, CAD models, technical documentation, manuals, and other information furnished by Seller remain the confidential and proprietary property of Seller. No ownership or license rights are transferred except as necessary for Purchaser's installation, operation, maintenance, and use of Seller's products.

Seller's drawings, specifications, engineering data, and technical documentation are provided solely for the purpose of installing, operating, maintaining, and servicing Seller's products. Purchaser shall not reproduce, disclose, distribute, manufacture, or permit others to manufacture any products, replacement parts, or components based upon Seller's proprietary information without Seller's prior written consent.

Purchaser shall keep Seller's proprietary and technical information confidential and shall not disclose it to third parties except as reasonably necessary to install, operate, maintain, or service Seller's products.

GENERAL PROVISIONS

Export Compliance: Purchaser shall comply with all applicable United States export control, sanctions, customs, and trade laws and regulations. Purchaser shall not export, re-export, transfer, or otherwise use Seller's products in violation of any applicable law or regulation. Seller shall not be required to perform any obligation if doing so would violate applicable export control, sanctions, or trade laws.

Governing Law: These Terms and Conditions, and any sale of Seller's products, shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles.

Entire Agreement: These Terms and Conditions, together with Seller's quotation and order acknowledgment, constitute the entire agreement between the parties with respect to the sale of Seller's products and supersede all prior or contemporaneous proposals, negotiations, representations, understandings, and agreements relating thereto. No modification or waiver of these Terms and Conditions shall be binding unless agreed to in writing by Seller.

Severability: If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

No Waiver: Seller's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or any other provision, nor shall it affect Seller's right to enforce such provision at any later time.

English Language: These Terms and Conditions are written in the English language. Any translation is provided solely for convenience. In the event of any conflict or inconsistency between the English version and any translation, the English version shall govern.