

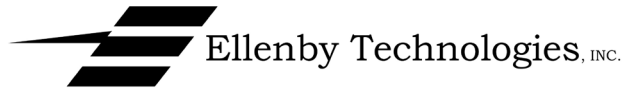
GENERAL TERMS AND CONDITIONS OF SALE (AUGUST 2021)

NOTE: COVID-19 has disrupted supply chains around the world and while it is not impacting our product quality it is impacting our ability to maintain inventory levels and provide our customers with the delivery and pricing stability that we have been able to provide in the past. The revised terms and conditions below reflect this reality. Rest assured that we are focused on making decisions and taking actions that best serve our customers.

Unless otherwise stated on the face of the quotation, the following are the terms and conditions under which Ellenby Technologies, Inc. (hereinafter called SELLER) sells its products, parts, and services, which are accepted by the Purchaser upon placing an order which is subsequently acknowledged and accepted by SELLER.

In the event of any conflict between these terms and conditions and the terms and conditions set forth in Purchaser's purchase order or any form of offer or counter offer, the terms and conditions set forth below shall control unless (and only to the extent) SELLER otherwise agrees in writing.

1. **PRICES.** Unless accepted by the Purchaser, prices quoted by SELLER are subject to change two (2) days after the date of quotation. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements, or other terms and conditions which are not a part of SELLER's price quotation. Due to disruption caused by the COVID-19 pandemic, all supply arrangements will be subject to a holding charge of 0.25% per month, based on the aggregate sale price of final product and held by SELLER longer than three months.
2. **TAXES OR DUTY.** Unless otherwise stated on the face of our quotation, SELLER's prices are exclusive of all customs duty, excise, sales, use and other applicable taxes imposed by any federal, state or municipal United States (or other) government in connection with the production, processing, sale, use, shipment or delivery of products by SELLER, and all such taxes shall be added to the price and paid by the Purchaser. The Purchaser shall be responsible for obtaining and providing to SELLER any certificate of exception or similar document required to exempt a sale from sales, use or similar tax liability.
3. **DELIVERY.**
 - a. Unless otherwise shown on the face hereof, delivery will be made F.O.B. carrier at point of shipment (for U.S. points of shipment), or EX WORKS at point of shipment (for international points of shipment). The time of delivery is the time when the product to be delivered is ready for pickup by the Purchaser or its carrier.
 - b. SELLER shall not be liable for any damages or penalty for delay in delivery or failure to give notice of delay when such delay is due to force majeure, the elements, acts of God, acts of the Purchaser, acts of civil or military authority, government priorities, inability to obtain necessary governmental approvals, fires or floods, epidemics or quarantine restrictions, war, riots, strikes, lockout, breakdown, difference with workmen, accidents to machinery, car shortages, delays in transportation, unavailability of Purchaser's building or work site, delay in delivery by SELLER vendors or any other cause beyond the reasonable control of SELLER; and the schedule for delivery otherwise pertaining to any product shall, in such event, be considered extended by a period of time at least equal to the time lost because of any delay which is excusable under this clause.
 - c. Ownership of products shall pass to the Purchaser upon delivery thereof by SELLER to the Purchaser or its carrier, provided that the Purchaser does hereby grant to SELLER a security interest in the products as security for the performance by the Purchaser of all its obligations hereunder together with the right, without liability, to repossess the products, with or without notice in the event of default of any such obligations, and Purchaser, by acceptance of this quotation, agrees to execute any and all UCC financing statements or other documents necessary for SELLER to perfect such security interest.
 - d. Products held or stored by SELLER for the Purchaser shall be at the sole risk of the Purchaser, and the Purchaser shall be liable for the expense to SELLER of holding or storing products at Purchaser's request, or pending re-sale or other efforts by SELLER to mitigate damage, because Purchaser fails to take delivery at the time agreed.
 - e. Any order which requires multiple delivery dates shall specify the delivery schedule on the face of



the order.

4. SHIPMENT. In the absence of specific instructions to the contrary, Purchaser will select the carrier and method of transportation and routing for shipment of its products. Products shall be at the Purchaser's entire risk after delivery by SELLER to the Purchaser's carrier or freight forwarder, and all insurance and transportation charges will be paid by the Purchaser.
5. PAYMENTS. All sales are subject to the approval of SELLER's credit department. Terms are net 30 unless otherwise agreed in writing. Overdue payments are subject to interest penalty of the delinquent amount at the rate of 1-1/2% per month. SELLER will issue invoices on delivery in the case of all products, and if deliveries are authorized in installments, each shipment shall be invoiced and paid for when due without regard to the other scheduled deliveries.
6. PATENT INFRINGEMENT. For SELLER designs, SELLER warrants that the use or sale of the product delivered hereunder will not infringe the claims at any United States patent covering the product itself, but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process. SELLER guarantees that the equipment furnished under this order, as delivered, will not infringe on any U.S. or foreign letters patent, copyright, or trademark; however, SELLER will indemnify others for legal costs and amount of judgment only if SELLER had advance notice and the ability to control the defense of the infringement claim in the legal proceeding, such claims of infringement are proven, and judgment rendered, in a court of competent jurisdiction. The above does not apply if design information is provided to the SELLER by the Purchaser or at the Purchaser's direction for SELLER to manufacture.
7. WARRANTY. SELLER warrants all components (except as otherwise set out) of its product against defects in material and workmanship for a period of one year from the date of shipment. This warranty is null and void if, without SELLER's approval, the product has been modified, reconfigured, tampered with, disassembled, abused or misused in any manner.

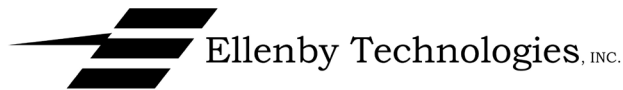
All warranty repairs and service are performed at SELLER's facility. Transportation to SELLER for warranty service shall be made by Purchaser at Purchaser's expense. If the service is covered by the warranty, SELLER will make the necessary repairs, including replacement parts where required, and transport the item to the Purchaser at SELLER's expense using ground transport. If the requested service is outside the warranty, SELLER will provide an estimate for the repair (including parts and labor) and Purchaser is responsible for return transport.

THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AGAINST INFRINGEMENT, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE OR USAGE OF TRADE, AND WARRANTIES ARISING BY OPERATION OF LAW OR OTHERWISE. PURCHASER'S REMEDIES AS SET OUT HEREIN ARE EXCLUSIVE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

Purchaser agrees to indemnify and hold SELLER harmless from any claims or damages against or incurred by SELLER due to Purchaser's modification SELLER's product.

SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE AND STRICT LIABILITY IN TORT, FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM GOODS SOLD BY SELLER, OR THE PURCHASE, USE OR PERFORMANCE OF THE GOODS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR SUCH GOODS. IN ADDITION, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR THIRD PARTIES FOR ANY: INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE ARISING FOR ANY REASON WHATSOEVER INCLUDING FAILURE TO MAKE A TIMELY DELIVERY OR MALFUNCTION OF THE EQUIPMENT; OR LOSS OF USE OF THE GOODS, COST OF CAPITAL OR CLAIMS BY PURCHASER, CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PROPERTY DAMAGES OR PERSONAL INJURY; OR LABOR, LOSS, DAMAGES OR EXPENSES



DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE PRODUCT.

No liability whatsoever shall attach to SELLER if SELLER has not received complete payment from the Purchaser.

9. **SUBSTITUTIONS AND MODIFICATIONS OF SPECIFICATIONS.** Unless otherwise agreed in writing, SELLER assumes the right to make substitutions and modifications in the specifications of products designed by SELLER, provided that such substitutions or modifications will not materially affect the performance of the product.
10. **CONFIDENTIAL INFORMATION.** All drawings, diagrams, specifications, pricing, delivery and scheduling information, and other materials furnished by SELLER, and identified as confidential relating to the use and service of products furnished hereunder and the information therein are proprietary to SELLER. Such materials have been developed at great expense, and shall be received in confidence, and Purchaser shall exercise reasonable care to hold such information in confidence. Any information supplied by the Purchaser to SELLER shall not be received in confidence, and Purchaser is notified that no employee of SELLER is authorized to receive any information in confidence.
11. **MODIFICATION.** The foregoing terms and conditions shall prevail and govern SELLER's sale of equipment or products, notwithstanding any variation from the terms and conditions of any order submitted by the Purchaser for any product sold hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized representative of SELLER.
12. **APPLICABLE LAW / DISPUTE RESOLUTION.** Any resulting order, and all matters relating to the making, performance, or breach thereof, shall be governed by the law of the State of New Jersey, without regard to New Jersey choice of law principles. Any claim arising out of or relating to said order shall be settled by arbitration administered by the American Arbitration Association, by a single arbitrator, in accordance with its then-existing Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The location of the arbitration shall be in New Jersey.
13. **MISCELLANEOUS.**
 - (a) All orders are subject to acceptance by SELLER in a written instrument, signed or electronically acknowledged by an authorized representative of SELLER. Due to disruption caused by the COVID-19 pandemic, for the foreseeable future accepted orders are not cancellable and not returnable.
 - (b) This contract is not assignable, and any attempt to assign any rights, duties or obligations arising hereunder shall be void.
 - (c) All other rights and remedies of SELLER, whether evidenced hereby or by any other contract or instrument, shall be cumulative and may be exercised singularly or concurrently, and in the event that Purchaser shall on any occasion fail to perform under any term thereof, and if SELLER shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.