

## TERMS AND CONDITIONS OF SALE

- 1. TERMS AND CONDITIONS OF SALE.** All sales of goods and services by Para Systems, Inc. dba/Minuteman Power Technologies, (“Minuteman”) are governed by and expressly limited to only: (a) Minuteman’s quotation, if any, order acknowledgment, if any, or separate written agreement signed by an authorized representative of Minuteman, if any; and (b) these Terms and Conditions of Sale (these “Terms”), whether or not referenced or incorporated in Minuteman’s quotation, order acknowledgment, or signed agreement. In the event of any conflict among these Terms and Minuteman’s quotation, order acknowledgment, and/or signed agreement, the quotation, order acknowledgment, or signed agreement shall control, and such documents shall constitute an offer by Minuteman to sell to Buyer on the Terms. Neither these Terms nor any writing issued by Minuteman shall be deemed to be an acceptance of Buyer’s order or any offer by Buyer. The sale by Minuteman of goods and services to Buyer is expressly conditioned upon Buyer’s assent and agreement to these Terms. A contract shall be formed containing these Terms, and Buyer will be deemed to have accepted Minuteman’s offer and agreed to these Terms, when any of the following occurs: Buyer shall have provided to Minuteman, orally or in writing, an order or other statement of intention to purchase goods and/or services; Buyer gives any direction to Seller to proceed with engineering, procurement, manufacture, or shipment; Buyer and Minuteman enter into a written agreement concerning such sale; or Buyer has received delivery of all or part thereof or made payment for all or part thereof. Minuteman has the right to modify these Terms at any time and such modifications shall be binding on Buyer. No other amendments to these Terms or any contract shall be valid unless in writing and signed by an authorized representative of Minuteman, and no additional, different, inconsistent, or conflicting terms or conditions, whether or not in Buyer’s acceptance or purchase order, including any terms and conditions of Buyer, shall be binding on Minuteman unless expressly accepted in writing by Minuteman. Minuteman hereby expressly objects to and rejects any amended, altered, contrary, different, or additional terms or conditions in Buyer’s request for quotation, purchase order, acceptance, assent, or any other document of Buyer, and none of such terms shall be binding on Minuteman or shall be or become a part of the contract governing the sale of goods and services to Buyer. Only these Terms and those specified by Minuteman in Minuteman’s quotation, order acknowledgment, and/or separate written agreement shall be binding on Minuteman unless otherwise agreed to in writing by Minuteman. No implied terms or conditions nor course of performance shall be substituted for any of Minuteman’s Terms to resolve any conflict. In the event of any conflict between these Terms and any terms or conditions stated orally, or in any of Buyer’s documents, these Terms shall control.
- 2. INFORMATION IN MATERIALS.** Any contrary, different, or additional prices, payment terms, and delivery dates than those quoted by Minuteman are not binding on Minuteman unless Minuteman agrees in writing. Prices, specifications, and other terms appearing in Minuteman’s catalogs, brochures, advertisements, and otherwise, are subject to change by Minuteman at any time without notice, and all weights and dimensions shown therein are not guaranteed. In the event of a change to the design or specifications of Minuteman’s goods, Minuteman shall have no obligation to modify any item previously purchased or delivered, or to continue to supply obsolete items. All typographical errors in any of Minuteman’s publications or quotations are subject to correction by Minuteman. Minuteman has no obligation to review Buyer’s request for quotation or purchase order and has no obligation for any errors contained therein. Any sample provided by Minuteman is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that any goods will conform to such sample.
- 3. PRICES; TAXES AND OTHER CHARGES.** Minuteman reserves the right at any time to change prices for all goods and services. The prices stated by Minuteman in any quotation or acknowledgment are for the quantity and types of goods and services specified therein and are subject to revision in Minuteman’s discretion or as a result of any changes requested by Buyer. Blanket orders or orders otherwise containing future release and shipment times designated by Buyer, if agreed to by Minuteman, shall be charged to Buyer at the pricing for the goods in effect at the time of each future release and/or shipment. Unless otherwise specified by Minuteman in writing, prices do not include taxes, assessments, fees, costs, tariffs, duties, insurance, and other charges associated with the sale, shipment, import, export, delivery, set-up, installation, or performance of the goods and services, all of which are the responsibility of Buyer. Unless otherwise specified by Minuteman in writing, Buyer shall be responsible for and shall directly pay all federal, state, local, and other taxes, and all assessments, duties, imposts, tariffs, customs, and other similar fees and levies, insurance, costs, and other charges, applicable to the sale, use, delivery or transportation of the goods and services sold by Minuteman. Buyer shall indemnify and hold harmless Minuteman from and against any and all liability relating to such items. In the event Minuteman agrees in writing to pay for any such items on behalf of Buyer, all such items shall be charged to Buyer and added to Minuteman’s invoice.
- 4. PAYMENT TERMS.** Minuteman will issue invoices on the date of shipment, when ready to ship, or otherwise in accordance with an agreed-upon progress payment schedule, all in Minuteman’s discretion. Invoiced amounts are due NET30 days from invoice date and are payable in U.S. dollars. Buyer may make payments by wire, check, ACH, or credit card, provided that credit card payments are subject to a fee of 3% of the invoice amount. Minuteman shall have the right to credit toward the payment of any monies due to Buyer any amounts owed by Buyer to Minuteman. Buyer shall not withhold or recoup from, offset, or debit any payments for any amounts owed by Minuteman to Buyer. Remittances marked to indicate payment in full will be deposited with full reservation of all rights of Minuteman despite such markings, and such deposit will not indicate Minuteman’s acceptance of the remittance as payment in full unless it actually constitutes payment of all sums owed. If Buyer fails to make any payment in full or in part when due, in addition to all other remedies, Minuteman shall have the right to immediately suspend performance and cancel the unfinished portion of any outstanding orders, declare all unpaid amounts for the goods and services immediately due and payable, and withhold further deliveries. If Minuteman elects to proceed with an order after the suspension of performance, Minuteman shall have an extension of time for performance as necessitated by the suspension. All amounts not paid when due, and all costs and expenses incurred by Minuteman in connection with the collection of any invoices or enforcing any of Minuteman’s rights, shall be immediately paid by Buyer with interest at 1½ percent per month, provided that payment of such interest does not relieve

Buyer of its obligation to pay any amounts in full when due or to perform any other obligations of Buyer. Until all invoices and other charges (including, but not limited to, prepaid amounts, interest, late fees, costs of collection, and other costs and expenses incurred by Minuteman) have been paid in full by Buyer and all of Buyer's obligations have been fully performed, Buyer hereby grants to Minuteman a security interest, including a purchase money security interest and/or chattel mortgage in all goods sold to Buyer and all proceeds thereof to secure all of Buyer's obligations, and Buyer hereby grants Minuteman a power of attorney to execute and file on behalf of Buyer all documents required to perfect the security interest herein granted.

- 5. SHIPMENT AND DELIVERY; RISK OF LOSS.** All shipments shall be Ex Works (Incoterms 2020) Minuteman's facility, provided, however, that Buyer and Minuteman may elect that Minuteman shall select and make arrangements with the carrier on behalf of Buyer, at Buyer's expense. All shipments outside of the continental USA will require Minuteman's prior approval, granted in its sole discretion, and may result in additional charges to Buyer. Whether or not Minuteman arranges shipment, all freight shall be paid by Buyer either directly, collect, prepaid by Buyer or Buyer's third party, and/or added to the invoice from Minuteman, as determined by Minuteman. Whether Minuteman or Buyer selects the carrier and arranges the shipment, and whether Buyer pays freight directly, collect, prepaid, and/or added to invoice, title to the goods, and all risk of loss, damage, or theft to the goods and delay in transit, shall pass to and be borne by Buyer when the goods are ready for shipment from Minuteman's facility. Buyer shall file and pursue any claims directly with the carrier related to loss, damage, theft, or delay in transit, and Buyer shall not assert any such claims against Minuteman or deduct from amounts owing to Minuteman. Buyer shall immediately notify Minuteman and the carrier upon receipt of the goods of any claims for shortage, damage, or failure of performance alleged to be Minuteman's responsibility because it occurred or existed prior to pick-up by the carrier, and Buyer must enter full details thereof on the carrier's delivery receipt, which must be signed by carrier's agent. Minuteman and/or the carrier must have investigated such claim before Buyer moves the goods from the unloading point, and Buyer shall cooperate with Minuteman and the carrier with respect to any such investigation. Minuteman shall have no responsibility or liability for, and Buyer shall be deemed to have waived, any such damages or claims if Buyer fails to so notify Minuteman or if Buyer moves the goods before Minuteman and/or the carrier has investigated them. No damaged goods may be returned, repaired, or discarded without Minuteman's written permission, and Buyer shall not deduct any amounts from amounts owing to Minuteman. Minuteman's standard methods of boxing and packing for standard domestic shipment of goods are included in Minuteman's price unless otherwise specified, and all special domestic or export boxing, packing and other special charges shall be paid by Buyer. Minuteman may, in its sole discretion, without liability or penalty, make partial shipments of goods to Buyer, and Buyer shall pay for the goods shipped, whether the shipment is in whole or partial fulfillment of an order. Minuteman may deliver the goods in one or more installments, and all such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries, and any delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Shipping dates are approximate and are based on prompt receipt by Minuteman of all necessary information, licenses, and clearances for shipping. Delivery may be delayed for Buyer's failure to furnish complete information or failure to perform Buyer's other obligations. Delay in delivery for any reason does not entitle Buyer to cancel any order, fail to make any payment, refuse remaining deliveries, or to claim damages directly or indirectly attributable to such delay. Minuteman shall not be liable or responsible to Buyer or any third party for any losses, direct or indirect costs, demurrage charges or damages arising from any failure of performance, including without limitation, any delays in shipment, and in no event shall Minuteman be liable to Buyer or any third party directly or indirectly for any delays or failure of performance arising from a labor strike, labor difficulty, shortage of supplies, unavailability of transportation or transportation delays, riot, casualty, omission or act by Buyer, fires, floods, inability to secure fuel, materials, supplies, equipment or power, governmental import or export restrictions, epidemic, pandemic, acts of God or public enemy, or other force majeure act, or any other cause, direct or indirect. Minuteman reserves the right to ship in advance and invoice Buyer. In the event that goods are held on the instructions of Buyer, or if shipment cannot be affected for reasons beyond Minuteman's control, Minuteman may store the goods at Minuteman's discretion at Buyer's expense and risk at prevailing storage rates, and subject to other charges for handling, insurance, and transportation. Minuteman may approve up to one extension of Buyer's delivery date, provided that such extension shall be requested no later than one week prior to the original delivery date and shall be extended for a period of no longer than 30 days following the original delivery date. In the event Minuteman approves an extension for longer than 30 days, Buyer shall be responsible and shall pay immediately to Minuteman for all storage fees and expenses (which will be charged on a daily basis for any delivery date deferred longer than 30 days), and all other costs and expenses incurred by Minuteman.
- 6. CANCELLATION/CHANGES/REVIEW AND INSPECTION.** All orders of Buyer are subject to acceptance by Minuteman. Minuteman may, in its sole discretion, accept or reject any order. Minuteman may evidence its acceptance of an order in writing, by order acknowledgment, by shipping, by issuing an invoice, or as otherwise specified by Minuteman. No order is binding on Minuteman unless accepted by Minuteman. Minuteman may, in its sole discretion, without liability or penalty, cancel any order accepted by Minuteman, in whole or in part, if Minuteman determines that Buyer has not made payments when due, or in the event that Buyer has breached any other Terms. If Buyer changes any order (other than an approved deferral of delivery of less than 30 days), and such change is accepted by Minuteman, such change shall be governed by the terms and conditions specified by Minuteman. Whether or not a change is accepted by Minuteman, Buyer shall be responsible for any change in price, and all other costs and expenses relating to the change of an order, including, but not limited to, costs incurred by Minuteman for the completion of the original order, and all costs and expenses incurred prior to cancellation and attributable to cancellation, including compensation for disruption in scheduling and planned production, and if any such change delays Minuteman's performance, then Minuteman shall be entitled to an extension in time of delivery. Minuteman may modify its quotation and any contract for additional terms, pricing adjustments, and extension of delivery schedules. If Minuteman agrees to make changes to the goods and services, Minuteman reserves the right to change the associated pricing and delivery schedules, and to alter any invoices previously provided to Buyer. Minuteman's Terms, including pricing and delivery schedules do not provide for Buyer's review of Minuteman's drawings or designs, or Buyer inspection during the manufacturing process or prior to delivery. If Minuteman agrees to Buyer's review or inspection, such review or inspection shall be at Buyer's sole expense, at Minuteman's convenience, and under Minuteman's supervision. Minuteman shall have no liability or responsibility for any goods or services which are produced from Buyer's designs, drawings, specifications, or changes.

- 7. EQUIPMENT RATINGS AND DESIGN.** Equipment shall be rated in accordance with the applicable standards of IEEE, ANSI, NEMA, IEC, FCC, DoE and UL, and assumes “usual and normal” service condition installations in accordance with industry standards. Installations where intended service conditions exceed “usual and normal”, including, but not limited to, nuclear and seismic installations, are not contemplated unless agreed to in writing by Minuteman. Buyer is responsible at Buyer’s expense to provide Minuteman prior to any order with all information relevant to the selection and design of the goods and equipment. Minuteman has no responsibility or liability if Buyer provides incomplete or inaccurate information and is not responsible for any requirements necessary for proper installation and operation, including but not limited to, specific codes, and sizing of equipment and materials involved in the installation. Engineering considerations, where match and line with other existing equipment is required by Minuteman, may include but not be limited to, site visits, and review of existing drawings and other details, all of which shall be at Buyer’s expense. Minuteman reserves the right to amend pricing after review of the complete information.
- 8. PROPRIETARY INFORMATION/INDEMNIFICATION.** If Minuteman’s software is a component of the goods purchased by Buyer, Buyer shall have a non-exclusive, limited license to use Minuteman’s software solely in connection with the use of the goods purchased for their intended use, and for no other use. All information pertaining to Minuteman, its software, and its goods and services is the proprietary information of Minuteman and shall be owned by Minuteman. Buyer may not use, disclose, decompile, reverse engineer, modify, or create derivative works of Minuteman’s software or any other proprietary information of Minuteman. Except as provided herein, no license or other right is granted to Buyer with respect to any proprietary information or trade secrets of Minuteman, including with respect to the goods and services purchased hereunder, and Buyer may not use such goods and services for any purpose other than for their respective intended uses set forth in any Minuteman materials with respect thereto, nor disclose for any reason any of such proprietary information. Buyer shall indemnify and hold harmless Minuteman from all loss, expense, cost, damage, liability, claim, or demand resulting from a breach by Buyer of any of its obligations to Minuteman, from the installation, operation, use, sale, or transfer by Buyer or any other person of the goods or services purchased by Buyer, including personal injury or death to any person or any property damage, or any claim that Buyer’s design, drawings, or specifications constitute an infringement on the rights of any third party. All provisions of this Section 8 shall survive indefinitely any termination or completion of any contract between Minuteman and Buyer.
- 9. WARRANTY/LIMITATION OF LIABILITY.** Minuteman’s standard warranty for the goods and services sold hereunder shall apply, provided that all items have been installed and used as recommended, and have not been subjected to misuse, alteration, accident, abuse, or unauthorized repair. Minuteman’s standard warranties, as may be amended from time to time, are set forth on Minuteman’s website. SUCH WARRANTY SHALL BE EXCLUSIVE, AND SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL ANY LIABILITY OF MINUTEMAN HEREUNDER EXCEED THE AMOUNT PAID BY BUYER FOR THE GOODS AND SERVICES AND IN NO EVENT SHALL MINUTEMAN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING ATTORNEYS’ FEES) ARISING OUT OF THE SALE, INSTALLATION, OPERATION, AND/OR USE OF GOODS AND SERVICES OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR LOSS OF BUSINESS, GOODWILL, PROFITS, OR THIRD-PARTY ACTIONS, TORT CLAIMS, OR CLAIMS UNDER STATUTE, AND BUYER HEREBY WAIVES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL OTHER PERSONS CLAIMING BY OR THROUGH BUYER ANY SUCH CLAIMS AGAINST MINUTEMAN. Buyer acknowledges and agrees that Buyer has independently determined the suitability of the goods and services for Buyer, and Buyer assumes all risks and liabilities resulting from the use of the goods and services, and shall use such in accordance with all laws, rules, and regulations, and Minuteman’s materials relating thereto. None of Minuteman’s agents, employees, or representatives have any authority to bind Minuteman to any affirmation, representation, or warranty other than those stated herein.
- 10. DEFAULT.** If Buyer defaults in performing any of its obligations to Minuteman, Minuteman may, at its option and without incurring liability, elect to cancel all orders from and/or contracts with Buyer, and pursue all legal and equitable remedies. Minuteman may also deem Buyer to be in default if Buyer is insolvent, fails to pay any obligations to Minuteman, ceases doing business, or is the subject of any proceeding of bankruptcy or reorganization.
- 11. APPLICABLE LAW.** All sales of goods and services by Minuteman, and any contract formed between Minuteman and Buyer, shall be governed by the laws of the State of Texas. Any claims or actions arising from or related to any sales of goods and services or any contract between Minuteman and Buyer shall be litigated in any federal or state court located in Denton County, Texas.
- 12. MISCELLANEOUS.** Minuteman and Buyer shall at all times be deemed to be independent contractors with respect to each other, and no joint venture, partnership, agency, or any other relationship between Minuteman and Buyer shall be construed or created for any purpose. No failure of Minuteman to enforce, and no waiver by Minuteman of any provision or breach hereof shall constitute a waiver of any other provision, breach, or remedy, nor shall constitute an amendment of the contract between Buyer and Minuteman. No right or interest in any contract between Minuteman and Buyer shall be assigned by Buyer, and no delegation of any obligation of Buyer shall be permitted. The provisions of any such contract shall otherwise bind and inure to the benefit of the parties hereto and their respective permitted heirs, executors, administrators, successors and assigns. Goods sold to Buyer are not intended to be re-sold or distributed to those foreign countries listed by U.S. government agencies as restricted.