

## Kronus Engineering Standard Sale Terms and Conditions

- 1. Terms and Conditions.** These Terms and Conditions of Sale (these “Terms”) apply to the sale and delivery by Seller to Customer of the Product as set forth in the Agreement to which these Terms are attached. These Terms are incorporated into the Agreement and, in combination therewith, constitute the entire agreement between the parties with respect to the sale and delivery of the Product. The Agreement is expressly limited to these Terms, and any and all terms or provisions submitted by Customer which add to, conflict with, or otherwise modify these Terms or the Agreement are expressly rejected.
- 2. Delivery.** Seller will provide its best estimate on delivery timing. In no event shall Seller be liable for any loss, damage or penalty or delay in delivery. The Customer shall accept delivery within reasonable time but no later than within (14) days from the day the goods are ready for delivery according to Seller’s notice to Customer. If the Customer fails to receive goods within reasonable time, Seller is entitled to charge compensation for the warehouse costs at a weekly rate.
- 3. Product Supply.** The Customer understands that the global tendency of shortage in the supply of products may impact the normal business and supply and execution of purchase orders placed by the Customer. If the Seller is unable to meet delivery deadlines, Seller will inform the Customer of this without delay and at the same time inform the Customer of the anticipated, new delivery deadline. If the service/supply is also not available within the new delivery deadline, the Seller shall be entitled to withdraw from the Contract in whole or in part; any consideration already received from the Customer shall be returned without delay. Non-availability of the service/product shall be deemed to exist, for example, in the event of Seller’s suppliers not supplying Seller with the goods required for the delivery in due time, if Seller had concluded a contract of self-supply of the goods required vis-à-vis the Customer, in the event of the disruptions in the supply chain, or if Kronus is not obligated to procure in the individual case.
- 4. Amount.** The price for the Product(s) shall be as set forth in the Agreement (the “Amount”). Unless otherwise stated, the Amount is exclusive of all sales taxes.
- 5. Risk of Loss.** Risk of loss of the Product shall transfer to Customer on the receipt of Product.
- 6. Invoices; Payment.** Customer will be responsible for paying invoices on the payment terms outlined in the Agreement. Failure to pay the Amount by the due date on the agreed upon purchase terms constitutes a fundamental breach of contractual obligations. In case the Customer does not make payments within the time specified in the Agreement then the Seller has the right to cancel the Agreement and/or withhold and/or recall any agreed upon deliverables. If the event of a delay with any payment by the Customer, the Buyer holds the right to charge late fees at 1.5% per month or at the maximum allowable rate if 1.5% exceeds the maximum allowable rate.
- 7. Taxes.** Customer shall be responsible for and pay, if applicable, (a) all taxes (excluding income taxes) arising out of the sale of the Product, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs. If a change in law occurs after a product has ordered but prior to its delivery which affects the cost of the product

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being purchased, Seller reserves the right to modify the Amount of the Agreement at the difference created by the change in law. All amounts referenced in this Agreement are denominated and shall be paid in United States Dollars.

8. **Title.** Notwithstanding delivery of the Product or any other provision of these Terms, title to the Product shall not pass to Customer until Seller has received payment in full for the invoiced amount for the Product and payment of all other monies then due or owing to Seller. Until such time as title in the Product passes to Customer, Customer shall hold the Product as Seller's fiduciary and bailee and shall keep the Product properly stored, protected and insured; provided Customer shall be entitled to use the Product as provided in the Agreement.
9. **Intellectual Property.** The intellectual property rights (including but not limited to patents, copyrights, rights in computer software, database rights, design rights, rights in proprietary technical information and know-how, trade secrets, trademarks, service marks and design marks, whether registered or not, and including all applications and equivalent rights for any of them) in any goods, document or other information given or made available to the Customer shall remain the exclusive property of the Seller. Subject to payment in full by the Customer of the Amount of the goods, the Customer shall have a non-exclusive, non-transferable and royalty-free license to use the intellectual property rights in the goods, document or other information provided by the Seller for the sole purpose of using (including operating and maintaining) the purchased goods.
10. **Software.** Any software incorporated into or provided for use in the goods is a standard software which is not sold but is licensed solely for use in that product. Such license is non-exclusive, non-sublicensable and does not include the right to modify, copy, reverse engineer (in particular to decompile or disassemble) any such software, or to use the software for the benefit of any third party. The Seller may from time-to-time release new or updated versions of the software. If requested by Seller, the Customer shall install any such versions of the software promptly upon their release in accordance with the Seller's installation instructions. Any modifications of the software per Customer's request are subject to a separate agreement and may include additional costs.
11. **Warranty.** Seller will provide and passthrough all original equipment manufacturer warranties for Products purchased and if providing integration services as part of the Agreement, will provide a (1) year workmanship warranty for the work provided to the Customer commencing on the date of project acceptance. The Seller and Customer may agree upon different guarantee or warranty terms in writing. For any warranty claims, Seller must be notified of any defects that can be discovered during routine inspection or operation immediately after discovery. Notification must be in writing and must precisely describe the nature and extent of the defects. The Seller shall not be liable in case of modifications or repair the Customer has attempted or if the Product has been used in any other way than explicitly allowed by Seller or Product's OEM as regular goods operating. If the goods are defective and the Customer has duly notified Seller in accordance with Section 11, Seller will work with OEM to remedy the issue based upon the Seller's agreement with the OEM.

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12. **Consequential Damages; Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, Seller and Customer waive all claims against each other (and against each other's parent company, affiliates, contractors, subcontractors, consultants, agents and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages (including but not limited to, loss of actual or anticipated profits, revenues or product; or loss of use), and regardless of whether any such claim arises out of breach of contract, tort, product liability, indemnity, contribution, strict liability or any other legal theory. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO CUSTOMER EXCEED THE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.
13. **Default; Cancellation and Remedies.** The occurrence of any one or more of the following matters, and the continuation of the same for seven (7) days after Customer's receipt of written notice thereof from Seller, shall constitute a default under the Agreement (a "Default"): (a) the insolvency, dissolution, or liquidation of Customer, or the filing of a petition in bankruptcy by or against Customer or the adjudication of Customer as bankrupt, or any general assignment by Customer for the benefit of its creditors, or the application for, or consent to, the appointment of any receiver, trustee, custodian, or similar officer by Customer; or (b) failure (or admission in writing of inability or unwillingness) by Customer to pay amounts due and payable to Seller hereunder. In the event of a Default, Seller may avail itself of any and all rights or remedies available at law or in equity.
14. **Cancellation; Additional Remedies for Customer's Default.** The Agreement is not subject to cancellation except by mutual written agreement of the parties or as a result of events described in Sections 3, 6, and/or 12.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
16. **Assignment.** Neither Seller nor Customer may assign, convey or transfer the Agreement, or any part thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that Seller may assign this Agreement without the prior written consent of Customer to a person or entity controlling, controlled by or affiliated with Seller. The Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
17. **Severability.** Whenever possible each provision and term of the Agreement and these Terms will be interpreted in a manner to be effective and valid, but if any provision or term of the Agreement or these Terms are held to be prohibited, invalid or unenforceable, then such provision or term will be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting in any manner whatsoever the remainder of such provision or term or remaining provisions hereof. To the extent permitted by law, the parties hereto waive any provision of law that renders any such provision prohibited or unenforceable in any respect. If any of the covenants set forth in the

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Agreement or these Terms are held to be unreasonable, arbitrary, or against public policy, such covenants will be considered divisible with respect to scope, time, and geographic area, and in such lesser scope, time and geographic area, will be effective, binding and enforceable against the parties hereto.

18. **No Waiver.** No course of dealing or failure of Seller or Customer to strictly enforce any term, right or conditions of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
19. **Compliance with Laws and Regulations.** Customer and Seller agree to comply with any and all applicable federal, state and local laws, codes, ordinances, rules, regulations, and administrative orders, including, without limitation, export and import laws, rules and regulations and any and all other product safety laws, rules and regulations.
20. **Headings.** The headings contained in these Terms are included solely for convenience of reference and shall not affect the language included herein.