



TERMS & CONDITIONS

1. AGREEMENT. The contract of sale resulting from Seller's documentation together with these terms and conditions ("Contract") constitutes the entire agreement between the parties hereto, except as modified in writing signed by both the Seller and Purchaser. The Seller is Pulsafeeder, Inc. and the Purchaser is identified in the Contract. Any terms in a purchase order, irrespective of their materiality, which are either different from or additional to Seller's conditions of sale, are objected to and are excluded unless the Seller expressly agrees in writing to such terms. Execution of such forms by Seller, or acceptance through any Purchaser web portal, to accommodate Purchaser's procurement or accounting procedures or to evidence agreed upon change orders shall not be construed as assent to Purchaser's terms. Acceptance of the goods shipped shall constitute assent to Seller's conditions of sale. This Contract shall be binding upon Purchaser and Seller, and on their successors and assigns.

2. PROPOSAL OR QUOTATION. A proposal shall not become binding upon Seller until it has been executed and returned by Purchaser. An oral quotation shall not be considered an offer: only a written confirmation thereof incorporating Seller's terms and conditions shall constitute an offer. All written quotations are valid for 30 days unless stated otherwise on the written quotation provided by Seller to Purchaser.

3. ORDER PLACEMENT. All orders shall be deemed accepted upon written acknowledgment from Seller. No additional different terms and conditions referred to or contained in any request for proposal, purchase order or other document from Purchaser shall apply. Any order cancellation or change is subject to a cancelation / change fee.

The minimum order amount is determined in accordance with the Seller site from which products are ordered as follows:

Minimum Order Amount	Seller site
\$35.00	Punta Gorda, FL (SPO)
\$50.00	Rochester, NY (EPO)

Orders requiring expedited shipping (sooner than the standard lead times) will be subject to an expedite charge and must be placed on a separate order. Expedite charges are determined in accordance with the Seller site from which products are ordered as follows:

Expedite Charges	Seller site
\$50 per pump \$50 per controller \$50 for all other parts	Punta Gorda, FL (SPO)
15% of the total order, not less than \$80	Rochester, NY (EPO)

Any document that needs to be Attested and the note is on the Purchase order will be subject to a \$175.00 fee. Any document that requires an embassy stamp outside the US may require an additional fee and will need to be quoted by the factory.

All other documents may be subject to a document fee for legalization depending on their nature.

Letters of Credit and Sight Drafts are subject to a \$1,000.00 fee.

Cash Against Docs (CAD) are subject to \$250.00 fee.

All Credit card orders will be charged a 3% transaction fee.

All orders must be submitted with correct pricing and shipping information. Orders submitted without correct pricing and shipping information may be rejected or delayed.

4. CREDIT. Credit terms of payment must have the approval of Seller's Credit Department and must be specified in writing on Seller's invoice or in the Contract. If Purchaser's credit is found by Seller to be unsatisfactory, Seller may rescind or terminate this Contract. If at any time during the term of this Contract Purchaser's financial responsibility becomes impaired or unsatisfactory to Seller, Seller reserves the right to stop shipment on notification to Purchaser, project owner and surety with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Seller and in the absence thereof, to cancel the unfilled portion of the Contract. Seller will notify Purchaser promptly of its decision to stop shipments and give an advance notice to the extent this is possible. In the absence of credit terms, sales are for cash.

5. PAYMENT. Specific terms of payment shall be set forth in the Contract or, if no payment terms are identified, payment is due Net 30.

6. INTEREST AND COSTS. Purchaser agrees to pay interest at 1.5% per month (to the extent permitted by law) on all delinquent balances if and when assessed by Seller, and any attorneys' fees or court costs arising out of and made necessary in collection of its obligation to Seller created by this Contract.

7. TAXES. Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by the products purchased hereunder shall be for Purchaser's account unless Purchaser furnishes Seller an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment.

8. FORCE MAJEURE. Seller shall make delivery in accordance with the terms of this Contract or within a reasonable time in the absence of any commitment, but Seller shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by war or act of public enemy (or civil disturbance), strikes, lock outs, shortages of labor or raw materials and supplies (including fuel) or production facilities, transportation service or equipment shortages or failures, action of any governmental authority or other conditions beyond Seller's reasonable control.

9. CHANGE/CANCELLATION. If Purchaser desires to cancel or change any portion of this Contract, Purchaser must make such request in writing to Seller. Seller may, in its sole discretion, accept or reject any such request. If accepted, the Purchaser nonetheless must take delivery and make payment to Seller for all material manufactured and in process of manufacture at time of notice, and all special materials ordered at time of notice and for which Seller must take delivery, unless otherwise agreed by Seller in writing. All such materials must be removed from Seller's premises within 30 days after payment and payment will be due at time of notice. Seller also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of an order placed in Seller's shipping schedule and acknowledged by Seller.

10. INSPECTION AND TESTING. Seller's standard specifications and tests apply to all orders. All charges for inspections or tests not regularly furnished are for Purchaser's account and subject to prior negotiation. All inspections shall be conducted at Seller's plant, and failure of Purchaser to avail himself of inspection privileges shall be deemed a waiver of such privileges.

11. PRICES. Prices are subject to being adjusted due to extraordinary market conditions. As used herein, "extraordinary market conditions" means any increase in the cost of fulfilling and/or delivering an order caused by changes in the market or for any other reason that is outside of Seller's control such as tariffs, surcharges, increased logistics costs and fluctuations in currency, raw materials, components and the like which results in a price increase of the Product price set forth in a quote or order acknowledgment. Changes in price will be applied from the date on which customs duties or other "extraordinary market conditions" are entered into force or are passed on to Seller. Amounts may fluctuate in response to changing tariff structures or trade policies. Purchaser agrees to promptly pay any such increase as set forth in an invoice. Orders specifying palletizing or special packaging will involve special charges.

12. DELAYS. All orders are accepted subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Purchaser shall be liable for any added expenses incurred by Seller because of Purchaser's delay in furnishing requested information to Seller, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.

13. SHIPMENT. Seller will select method of shipment and routing when transportation charges are for account of Seller. When shipping instructions are specified by the Purchaser, all costs will be for the account of the Purchaser. The foregoing includes, but is not limited to, carriers charges for notification prior to delivery, demurrage, delay in unloading, diversion, or reconsignment. All shipments are Free Carrier (FCA) (Incoterms 2020) Seller's facility. Seller has the right to ship any order when it is complete or partially complete unless the order is marked do not ship before the request date.

For all purchaser-arranged freight ("Will Advise" shipments), Purchaser shall provide complete shipping instructions immediately upon notification that the shipment is ready. If the Purchaser fails to provide such instructions in a timely manner, or requests that Seller hold or store the shipment, Seller may assess storage fees at the rates set forth below. The Purchaser is solely responsible for all resulting storage charges.

Storage Fees	Seller site
1% of invoice value for each 24-hour period of delay beyond 48 hours from notification of shipment readiness	Punta Gorda, FL (SPO)
0.5% of invoice value for each day of delay beyond 10 days from notification of shipment readiness	Rochester, NY (EPO)

Seller may also place the shipment in a public storage at Purchaser's additional expense and without liability to Seller.

Unless the order clearly requests expedited shipping, the order will be treated as a routine order. When expedited shipping is requested a designated carrier must be selected. Seller's hours of operations are 8am to 5pm eastern Monday – Friday. Orders that need to be

ready for shipment 24 hours from receipt of order will be received during Seller's hours of operation. Same day and next working day shipping are generally available for larger orders, please verify with customer service. Seller shall have no liability if it is unable to provide expedited shipping of an order.

14. INSPECTION/SHIPPING DELAYS

- a. If Purchaser does not conduct the product inspections at Seller's plant within two (2) weeks of Seller providing notice to Purchaser that the products are ready and available for inspection, the inspection rights are waived, the products are deemed approved and Seller may ship the products and invoice Purchaser for any outstanding amounts due. In addition, if shipment is delayed as a result of Purchaser's failure to conduct the inspection within such two (2) week period, Seller shall be entitled to retain or recover from Purchaser, and Purchaser shall pay to Seller, a storage and handling fee equal to 0.2% per day of the purchase order value for each day the shipment is delayed, with a maximum storage and handling fee of 10.0% of the purchase order value.
- b. Unless shipping instructions are provided in the purchase order, Purchaser shall provide shipping instructions to Seller within two (2) weeks of Seller providing notice to Purchaser that the products are ready and available for inspection. If Purchaser fails to provide shipping instructions within such two (2) week period, upon the expiration of such two (2) week period, Seller may invoice Purchaser for such products, the products shall be deemed purchased on such date and all risk of loss and damage shall pass to Purchaser. In addition, Seller shall be entitled to retain or recover from Purchaser, and Purchaser shall pay to Seller, a storage and handling fee equal to 0.2% per day of the purchase order value for each day the shipment is delayed, with a maximum storage and handling fee of 10.0% of the purchase order value.

15. TITLE. Title and all risk of loss or damage to products transfers to Purchaser upon Seller's delivery of the goods to the carrier for shipment in accordance with applicable Incoterms. Purchaser is then responsible for any loss or damaged product during transit and for proper protection of product, placement, compliance with all regulations and ordinances, and will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such products.

16. CLAIMS. Notice of Claims against Seller hereunder for any reason, must be made to Seller in writing promptly after discovery and within any applicable warranty period. Failure to give such notice to Seller shall constitute a waiver by Purchaser of any right later to assert such a claim.

17. RETURNS. Returned goods shall be accepted for credit only if in salable condition and only with evidence of Seller's prior written consent. Seller will assess charges for any costs necessary to restore such goods to the regular plant inventory. The amount of credit given will depend further upon the degree of salability of products accepted in opinion of Seller.

Please refer to the site-specific Policies and Procedures for detailed information regarding item return policies.

18. INTELLECTUAL PROPERTY RIGHTS. All drawings, designs, know-how, inventions, devices, works of authorship, technology, Seller's confidential information, improvements thereto, and all associated patent, patent applications, copyright, including applications and registrations, trade secret, or other similar proprietary or intellectual property rights (collectively, "Seller IP") in or related to the conception, creation, development, reduction to practice, design, production, delivery, operation, use, application or performance of goods or services, are and will remain the sole and exclusive property of Seller.

In no event may Purchaser make or apply for a patent, copyright, or other claim to the ownership or license of Seller's goods or services and/or Seller IP. Nothing in this Paragraph precludes Purchaser from incorporating a description or reference to Seller's goods and/or non-confidential aspects of Seller's technology or processes where necessary to support a patent, copyright, or other claim to Purchaser's product, provided, however, that no use of Seller's name, trademarks or logos may be made without Seller's prior written consent. Nothing in this Contract will be construed as granting to Purchaser any license, ownership, or grant of intellectual property rights with regards to the goods or services or Seller IP. To the extent Purchaser creates, conceives, develops, or reduces to practice any improvements in relation to Seller IP, Purchaser hereby irrevocably assigns all right, title, and interest in and to such improvements and related intellectual property rights to Seller. Seller's sale of goods to or performance of services for Purchaser does not include any research, development, design, or other services associated with Seller's IP.

Purchaser shall not, and Purchaser shall take reasonable measures to ensure that its customers do not, attempt to duplicate or reverse-engineer the goods or in any other manner attempt to misuse or misappropriate any Seller IP.

19. PATENT INFRINGEMENT. Seller agrees to defend, and to protect Purchaser against loss or damage arising out of any legal action for patent infringement in connection with the manufacture of its products sold to Purchaser, provided Seller is notified promptly of any such action with complete information and is given an opportunity to defend.

20. WARRANTY. Seller warrants title to each individual product sold under this Contract, that such product conforms to the specifications set forth in the Contract and is free from defects in material and workmanship for the Warranty Period. This warranty will not apply to product that: (i) is damaged due to misuse, abuse, negligence or accident occurring during or after shipment; (ii) is changed or modified (unless the change or modification is made by or in accordance with written instructions of Seller); (iii) deteriorates due to

erosion, abrasions or chemical action; (iv) fails due to improper installation (except for installation provided or supervised by Seller), operation or maintenance; (v) fails due to any non-Seller equipment, or system with which product is used; or (vi) Purchaser operates in any manner other than in accordance with Seller’s manual, guidelines, operating instructions or other material.

The applicable “Warranty Period” depends on the product line ordered as follows:

Product	Warranty Period from date of delivery
Greenline series	2 years
NextStep series	5 years

For all other products, the applicable Warranty Period depends on the Seller’s site from which the product was ordered as follows:

Seller’s site	Warranty Period from date of delivery
Punta Gorda, FL (SPO)	2 years
Rochester, NY (EPO)	1 year

Seller’s sole obligation and Purchaser’s exclusive remedy under this warranty shall be limited to one of the following, as selected by Seller: delivering to Purchaser a replacement for any product or part thereof determined by Seller to be defective, repairing such product or part, or refunding the purchase price (or an equitable portion thereof) paid for such product or part by Purchaser. Purchaser must notify Seller promptly and within the warranty period of any claim under this warranty. Seller’s warranty extends only to the first purchaser of a product from Seller or Seller’s authorized distributor. All goods not manufactured by Seller are warranted only to the extent of the warranties of the original manufacturer. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND PURCHASER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER’S NEGLIGENCE.

21. LIMITATION OF LIABILITY. SELLER WILL NOT BE LIABLE TO PURCHASER, FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, LOSS OF BUSINESS AND FROM ANY CLAIM, ACTION OR CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE MANUFACTURE, SALE, HANDLING, REPAIR, REPLACEMENT OR USE OF PRODUCTS. IN NO EVENT WILL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH PENALTIES OR DAMAGES.

In no event shall Seller be liable for late delivery or other penalties.

22. APPLICABLE LAW. Applicable law shall depend on the Seller site from which the product was ordered as follows:

Applicable Law shall be:	Seller site
The laws of the State of Florida	Punta Gorda, FL (SPO)
The laws of the State of New York	Rochester, NY (EPO)

23. NUCLEAR FINANCIAL PROTECTION. Purchaser agrees to procure and maintain, as available to it, nuclear energy liability insurance, in a form of policy approved by the Nuclear Regulatory Commission, and protection, as available, against liability for nuclear incidents not covered by such insurance through an indemnity agreement, as provided in Section 170 of the Atomic Energy Act of 1954, as amended, or any succeeding comparable statutory provision, and the regulations there under. Such financial protection shall be effective prior to the time any equipment purchased from us is used or installed at or in connection with any nuclear facility and shall cover us an insured party. To the extent that such financial protection is not suitable to Purchaser. Purchaser agrees to use its best efforts to cause such financial protection to be obtained by eligible parties. We will cooperate with Purchaser and representatives of the nuclear energy insurance syndicates in complying with all underwriting requirements and with those insurance recommendations which may be mutually agreed up on. Notwithstanding any representations or warranties made by us elsewhere in these terms, Seller shall not be responsible for any bodily injury or property damage liability or any other public liability for any nuclear incidents, whether or not in respect of or arising in connection with use or installation of our equipment at any nuclear facility or in connection with any such facility. Purchaser hereby assumes any liability which might otherwise be imposed up on us and agrees to indemnify Seller and hold harmless from any such liability and costs or expenses in connection therewith.