

TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Section 1: General

Ozark Automation LLC (hereinafter "Seller") hereby offers for sale to the buyer named in the purchase order ("Buyer"), the products listed on the face thereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. These terms and conditions constitute the full and final expression of the contract for the sale of Products and services to the Buyer. These terms and conditions are an integral part of the agreement between Buyer and Seller, and shall supersede and replace all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. The contract for sale of the Products and services is expressly limited to the terms and conditions of sale stated herein. Any additional or different terms proposed by the Buyer are hereby rejected, unless expressly accepted in writing by the Seller. Notwithstanding any conflicting or additional provisions contained in or accompanying the Buyer's purchase order, correspondence, or other form of acknowledgement, the Buyer shall be bound by these terms and conditions when the Buyer sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller.

Section 2: Errors

Written proposal and price quotations are subject to revision in case of typographical and clerical errors, whether in favor of the Buyer or the Seller, upon written notice by either party.

Section 3: Prices

Prices in the quotation by the Seller include only the Products and services described, and do not include any other products, services, modifications or additions unless specifically provided in writing by the Seller. Written quotations are valid for 60 days unless indicated otherwise in writing by the Seller. All prices quoted are in U.S. dollars.

Section 4: Changes

The prices in the quotation by the Seller are based on the quantity of Products and services specified. Modification, changes, additions, cancellations or suspension will not be binding upon Seller unless the Seller accepts such change in writing. By written notice and acceptance by the Seller, the Buyer may change certain specifications of the goods or services, components or materials to be used, method of packing or shipment, or, to the extent the Seller can meet the changes, the quantity of the goods or extent of the services. For each change by the Buyer, the Seller shall in its discretion adjust the prices, adjust the time for delivery, or adjust both the prices and the time for delivery.

In addition to the changes described above, engineering changes may be required or requested. Such engineering changes that are not included in the price in the Seller's quotation. After product designs are submitted for the Seller's engineering approval, changes in designs, dimensions, materials, components or any other change that would require engineering changes, will not be accepted without the Seller's specific review and approval. Each such change must be submitted in the form of an Engineering Change Request (ECR) and may be subject to price and schedule adjustments by Seller. Any ECR submitted by Seller to Buyer requires the Buyer to accept or reject the ECR as submitted within ten business days. Buyer's failure to respond to Seller's ECR within ten business days shall constitute an acceptance of such ECR, and the Seller shall notify the Buyer of changes to the pricing, costs, expenses, labor, materials and/or time for delivery required by the ECR.

Section 5: Taxes

Prices quoted do not include any taxes. Sales, use, or other taxes that may be levied on the transactions by local, state, federal or foreign governments are not included in the quoted price and will be the sole responsibility of the Buyer.

Section 6: Payment

Payment terms are to be specified in writing between the parties. In no case, shall the payment terms permit the Buyer to defer more than 10% of the entire purchase order price until after final delivery of the Products. If at any time, the Buyer fails to fulfill any of the payment terms of an outstanding contract between the Buyer and the Seller, the Seller may suspend work and all further shipments to the Buyer until such payments are made, or the Seller may, at its option, cancel the order. Seller's suspension, delay, or cancellation hereunder shall not constitute any breach of any agreement between the parties.

The Seller reserves the right to require 10% payment in advance as security for the Buyer's performance. If at any time the Buyer's financial responsibility becomes impaired or unsatisfactory to the Seller, the Seller reserves the right, even after partial shipment on any order, to require from the Buyer satisfactory security for performance of the Buyer's obligations. Refusal to furnish such security will entitle the Seller to suspend shipments until such security is furnished and, at its option, to cancel the order. Seller's suspension, delay, or cancellation hereunder shall not constitute any breach of any agreement between the parties. The Seller will make no allowance for work done by the Buyer unless previously authorized by the Seller in writing.

Section 7: Deliveries

Under no circumstances shall Seller be held liable for loss, damages, or expenses caused by delays in delivery. All delivery dates are approximate and are subject to change based on, receipt of Buyer's acceptance or purchase order, timely receipt of progressive payments and receipt of necessary parts or materials, and finalization of all details including prints and certified sample parts necessary for proper

execution of the order. An estimated delivery date will be supplied to the customer at the time of PO in an acknowledgement letter from the Seller.

The Buyer bears sole risk and expense for the Seller's acceptance of materials or components specified or supplied by the buyer. The Seller shall have no liability for loss, damages, or expenses resulting from delays in shipping or nonperformance due to any such cause. In the event of delay in performance due to any such cause, the date of delivery or time for completion may be extended by a period reasonably necessary to overcome the effect of such delay. This delay will be covered by an ECR which will address new delivery schedule and cost impact.

All methods of shipping are to be specified by the Buyer. Unless otherwise agreed in writing by the parties, the Buyer assumes both the expenses and risks involved in transportation of goods. Unless otherwise specified, all quotations are Ex-Works, the Seller's factory. After delivery to carriers, all goods shall be at the Buyer's risk. The title of goods will remain with the Seller until the Buyer has paid the Seller in full.

Section 8: Delivery Delays Caused by Buyer

If because of the unavailability of qualified parts, the Seller team is idled in their development efforts or required to spend additional labor due to slowed efforts to use modified or reused parts, buyer will be responsible for actual costs (if labor, only actual hourly rate, not employee benefits) incurred. If the runoff date is delayed because of unavailable or late customer provided runoff material, the Buyer agrees to pay the Seller the progress payment associated with that project milestone at the budgeted runoff date.

If the project is put on hold for 60 days or more for any reason, the Buyer agrees to pay the Seller all costs incurred by the Seller for engineering/manufacturing, labor, material (whether received or contracted), and overhead and a reasonable margin. Upon resuming work on the project after any such delay or hold, the Seller reserves the right to re-quote the remaining work, including any additional work required to complete the project, at the Seller's prevailing rates. When engineering changes are required, the Buyer must sign an Engineering Change Request within ten business days or work on the project may be suspended at the discretion of the Seller and at the sole risk of delay and expense of the Buyer.

Section 9: Force Majeure

The Seller shall have no liability for loss, damages, or expenses resulting from delays in shipping or nonperformance caused by war, riots, strikes, labor disputes, fires, floods, act of any governmental authority, embargoes, serious accidents, delays in receipt of materials from the suppliers or subcontracts (not due in part to the Seller), act of the Buyer, acts of God, force majeure, or any other circumstances beyond the Seller's control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period reasonably necessary to overcome the effect of such delay.

Section 10: Cancellations

An order may only be terminated by the Buyer upon written notice transmitted via e-mail and/or courier to the Seller. Termination shall only become effective upon such notice and payment of termination charges, which includes (1) all costs incurred by the Seller for engineering/manufacturing, labor, material (whether received or contracted), and overhead and a reasonable margin (2) a cancellation charge of 30% of the total price of the project as reflected in the purchase order and any amendments or ECRs. Notwithstanding whether any termination has become effective under this paragraph by such payments, the Seller shall be entitled to suspend or terminate work immediately upon receipt of any notice of cancellation.

Section 11: Indemnification

The Buyer shall indemnify, protect, defend, and hold harmless the Seller and the Seller's shareholders, officers, directors, employees, successors, and assigns ("Indemnified Parties") from any claims, losses, damage, costs, or expenses, including without limitation, attorneys' fees and costs of defense, that the Seller may suffer or incur as a result of any lawsuit, legal proceeding, administrative proceeding, or judgment in any way related to, arising out of, or in connection with this agreement, services performed by or on behalf of the Seller, equipment delivered by the Seller, or material prepared by the Seller. The Seller shall have no obligation to defend or indemnify the Buyer in connection with any proceeding.

In no event shall the Seller assume responsibility for or be liable (a) for penalties or penalty clauses of any nature or description; (b) for indemnification or defense of the Buyer for claims, losses, damage, costs, or expenses in any way related to, arising out of, or in connection with this agreement, services performed by or on behalf of the Seller, equipment delivered by the Seller, or material prepared by the Seller; (c) for any special, indirect, incidental or consequential losses or damages, even if the Seller shall have been advised of the possibility of such potential loss or damage; (d) for any damage or loss caused by delay in furnished goods or services or any other performance under or pursuant to any contract with Purchaser; or (e) violation of any federal, state or local laws or regulations relating to the safety or use of the goods.

Section 12: Ownership of Intellectual Property

Unless otherwise stated, with respect to work done or services performed for the Buyer by the Seller, ownership of all patent rights on drawings, design, and inventions developed by the Buyer and shared with the Seller under this contract, as well as all future manufacturing and sales related thereto, shall be the property of the Buyer at final payment. Any such intellectual property relating to the design will become the property of the Seller if full final payment is not received. All drawings, designs, inventions, and documents proprietary to the Seller remain the property of the seller. Regardless of whether the Seller shared such drawings, designs, inventions, and documents under this contract, the Buyer may not use any such drawings, designs, inventions, or documents without license and written authorization from the Seller.

Section 13: Prototyping

Seller may identify certain processes on specific stations in the quote that may require additional engineering, manufacturing or prototyping during the design process ("Prototyping"), for example because the process for the machine is not clear or unproven. Seller will provide these services for an additional charge through the ECR procedure (Section 4, above) to rectify the issue and provide a final design. Such Prototyping, in the Seller's sole discretion, may be required before the Seller can offer firm pricing for Products. These stations are identified in Seller's quote by reference to this section (1.15) of this Agreement. This process is investigative only and the Seller specifically disclaims all warranties for such services and prototype products, including warranties of merchantability and will not guarantee fitness for a purpose. Should the Buyer decline such services, Seller may design the stations or equipment at the seller's direction but will not be responsible for the performance of the station. Defects identified during the acceptance of this equipment impacted by this station will be eliminated from the acceptance criteria and calculations and will be the sole responsibility of the Buyer.

For customer mandated processes, equipment/stations, or third-party equipment to be integrated into Ozark Automation design, Seller will not accept responsibility for performance of such items. Any additional work required to implement these items outside the scope of Sellers quote will be addressed via the ECR process. If performance of any of these items cannot meet the acceptance criteria, or causes any other items or stations to fail to meet the acceptance criteria, such items and the associated stations on the system will be eliminated from the acceptance criteria.

Section 14: Purchase Money Security Interest

The Buyer grants the Seller, and Seller reserves, a purchase-money security interest in each product purchased per this Agreement and in any proceeds, there from, for the full amount of the contract price. The Buyer agrees that the Seller may sign, on the Buyer's behalf, any document required to protect such security interest. Payment in full of the purchase price of a purchase order shall release the security interest on that product.

Section 15: Spare Parts

Upon request, the Seller can provide a price quote for spare parts Due to the custom characteristics of each product or system, the Seller cannot predetermine the costs of spare parts. The Seller does not make any representations or warranties as to the pricing for spare parts.

Section 16: Equipment Acceptance

Upon any acceptance hereunder, the Buyer's final payment will become immediately due and payable (unless otherwise agreed per the payment terms). The Buyer shall designate and provide a qualified representative capable of signing acceptance documentation to complete the final acceptance of the goods under this contract. If the Buyer does not designate and provide a representative to complete the

final acceptance, the Seller's representative is hereby authorized to sign on behalf of the Buyer in full and final acceptance of the goods, waiving all claims for defect or breach of any warranty.

At the time of acceptance of the goods, the Buyer is required to provide any necessary or certified parts, any inspection equipment, and any other parts or equipment necessary for the Buyer's acceptance of the goods. If the Buyer fails to provide such parts or equipment, the Buyer thereby accepts the goods immediately and waives all claims for defect or breach of any warranty. Equipment acceptance is based upon the process provided in the Seller's quote document. Other acceptance criteria as requested by the customer can be addressed which may incur additional cost.

Section 17: Limitation of Liability

THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Section 18: Complete Agreement

These terms and conditions, along with any specifically negotiated terms, are the complete agreement between Buyer and Seller. There are no understandings or agreements relative to this contract that are not fully expressed herein, and no change shall be made in this contract unless reduced to writing and signed by both parties, or pursuant to the ECR procedure as outlined in Section 4 above. No statement, recommendation or assistance made or offered by the Seller or its representative to the Buyer or his representative, about the use of any products sold by the Seller, shall be or constitute a waiver by the Seller of any of the provisions hereof or change the Seller's liability as herein defined.

Section 19: Non-Waiver and Severability

Forbearance or failure of the Seller to enforce any of these conditions or to exercise any right accruing from any default of the Buyer shall not affect or impair the Seller's rights in case such default continues, or in case of any subsequent default of the Buyer and such forbearance or failure will not act as a waiver in case of other or future defaults of the Buyer. If any provision of these Terms and Conditions should under applicable law, in whole or in part, be held invalid, illegal, or void, such invalidity, illegality, or unenforceability will in no event affect the applicability of the other provisions.

Section 20: Governing Law and Dispute Resolution

This Agreement shall be considered to have been made in the State of Missouri, and it shall be governed by and interpreted per the internal laws of the State of Missouri, excluding the United Nations Convention on Contracts for the International Sale of Goods. Any action that arises out of or relates to this Agreement must be brought in a federal or state court with jurisdiction over Lebanon, Missouri, and that has jurisdiction of the subject matter. The Buyer irrevocably consents that any such court shall have personal jurisdiction over the Buyer and exclusive jurisdiction over the dispute, and the Buyer waives any objection that the court is an inconvenient forum.

Section 21: Remedies for Default

In the event of a breach or perceived breach of any term, condition, or provision of this Agreement, the non-breaching party may pursue all remedies available to them at law, including initiating a legal action in a court of competent jurisdiction. In the event that a lawsuit is initiated to enforce or interpret any term, condition, or provision stated herein, the prevailing party to such action shall be entitled to reimbursement of their reasonable attorneys' fees and costs incurred as a result of said action

Section 22: Notices

Any notice in any way arising out of or required by this Agreement must be in writing. Notices regarding ECRs and other changes to the specifications, costs, or prices under this agreement must be made by email. All other notices, including any notice of alleged breach, cancellation, or dispute of this agreement must be sent by both email and courier (personal delivery). Notices hereunder must be sent to the parties, as follows:

If to Seller:

Mark Funderburk
Justin Brower
Ozark Automation LLC
1239 McClean Rd
Ozark, MO 65721
markf@ozark-automation.com
justinb@ozark-automation.com

If to Buyer:

Buyer's Representative: _____

Buyer Company: _____

Buyer's Address: _____

Buyer's Rep. Email: _____

Either party may at any time notify the other party in writing as set forth herein of a change of address or person for the purposes of serving notice:

Section 23: General Warranty

The Seller warrants that the Equipment will perform in accordance with the performance requirements set forth in the specifications agreed upon by the Seller and the Buyer (as modified by any ECR or this agreement) and that the equipment has been designed and manufactured to conform to the specifications and when installed will comply with the performance requirements of the specifications. The Seller further warrants that the equipment will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. The Buyer shall give the Seller prompt notice of all defects known to it, either orally to the Seller's on-site representative or by telephone to the Seller's customer service representative. In addition, Buyer will tender its Defective Equipment Report to Seller confirming notice of such defects in accordance with the notice provisions of this agreement. Upon receipt of such notice, Seller shall promptly and without delay notify Buyer of its intentions and preferences to effect repair of the Equipment.

Section 24: Warranty Period

Unless otherwise agreed by the Seller and the Buyer, the warranty period begins upon the date of the Buyer's acceptance of the equipment under the terms of this agreement, and the warranty period expires at the sooner of 12 months from the date of acceptance or 2,000 hours of running use. During the warranty period, the Seller warrants the equipment covered by this proposal, to the original Buyer only, to be free from defects in material and workmanship and suitable for normal use and service. The Seller's obligation under this warranty is limited to repairing or replacing any defective part. To come within the terms of this warranty, such part must be demonstrated to the Seller's satisfaction to have been defective at the time of installation.

Section 25: Defective Parts; Parts Replaced under Warranty

Repaired parts or replacement parts shall be shipped Ex-Works. The removal by the Buyer of parts returned to the Seller for repair or replacement shall be at the Buyer's expense (unless authorized to do so by the Seller). Repairs, replacements, or adjustments to the equipment for which the Seller is responsible will be made promptly. The Seller assumes no liability for losses or damage arising out of delays caused by the repair or replacement of defective parts.

The Seller shall supply any defective components of the Equipment to Buyer's facility for installation by the Buyer; provided, however, that if there should occur a major failure caused by a defect subject to warranty, then the Buyer will notify the Seller, and the Seller will provide additional support. If the Seller believes that the failure was not subject to its warranty, or those employees or subcontractors employed by Seller were not necessary to resolve the failure, then Seller and buyer shall meet to resolve the dispute.

The Seller shall warrant replacement or repair parts against defects in manufacturing for one year from the date of sale or repair to Buyer.

Section 26: Replacement Parts Outside of Warranty.

Repair or replacement parts not required under the Seller's warranty shall be shipped Ex-Works, to the Seller's factory at the Buyer's sole risk and expense. The removal by the Buyer of parts returned to the Seller for repair or replacement and the installation by the Buyer for replacement or repaired parts when not under warranty shall be at the Buyer's expense, including without limitation for additional time required by the Seller's straight time workload. The Seller assumes no liability for losses or damage arising out of delays caused by the repair or replacement of parts that are not covered by warranty.

Section 27: Buyer's Obligations; Equipment Modifications; Addition of Components; Improper Use

The Seller's obligations under this warranty are conditioned upon the Buyer's proper maintenance of the equipment. This warranty does not extend to any defect or any failure of any part to operate properly if such defect or failure is the result of negligence of maintenance, abuse, alteration, misuse, or normal wear. Any labor performed by the Seller during the warranty period because of negligence, abuse, alteration, misuse, or normal wear will be on a time and material basis.

The Buyer shall operate the equipment to the Seller's instructions, following all specified operating and maintenance procedures, with all safety devices operating and guards in place. Equipment modifications, addition or removal of components, or improper operation by the Buyer's personnel shall be at the Buyer's own risk. The Buyer and/or its employees shall not hold the Seller liable for resulting equipment malfunction and/or injuries to the Buyer's personnel. All guard and safety systems are approved by the Buyer as part of the acceptance of the equipment. After acceptance, the Buyer agrees to indemnify and hold harmless the Seller for any responsibilities or liabilities arising from improper use of the system by the Buyer's employees. The Buyer shall notify the Seller within forty-eight (48) hours of any accidents or malfunctions involving the Seller's equipment which result in personal injury or damage to the property, and shall promptly cooperate fully with the Seller in determining the cause of subject accident or malfunction. The Buyer agrees to defend, indemnify, and hold the Seller harmless for any liability or obligation incurred by the Buyer or alleged against the Seller for personal injury directly or indirectly in connection with the operation of this equipment.

In the event that Ozark Automation personnel need to virtually access the customer's equipment to help resolve a warranty issue, the customer agrees to ensure the safety of their workers by keeping them at a safe distance from any moving parts of the equipment. Customer agrees to indemnify, defend and hold harmless Ozark Automation against any claims arising from or relating to the work performed by Ozark Automation personnel virtual access (including any third-party claims by any part injured during or after the virtual access).

Section 28: Commercial Components

This warranty does not cover component parts incorporated in the equipment that were manufactured by the Buyer or an affiliated company or that the Buyer required the Seller to use. To the extent any parts manufactured by others are covered by another manufacturer's transferable warranty, the Seller will assign such warranty to the Buyer.

Section 29: Intellectual Property Warranty

The Seller warrants that none of the equipment, the Buyer's intended use thereof, nor any of the applications, processes or designs employed in the manufacture or provision thereof to the Buyer under this Agreement infringes any patent, trademark, trade name, copyright or other intellectual property right of any third party or comprises any misappropriation or wrongful use of any trade secret or confidential information of any third party.

Section 30: No Allowance

The Seller will make no allowance for work done by the Buyer under this warranty, unless previously authorized by the Seller in writing.

Section 31: LIMITATION ON WARRANTIES FOR PRODUCTS AND SERVICES

THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NONCONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.