

GENERAL TERMS AND CONDITIONS OF PURCHASE

General Terms and Conditions of CAMCORP, Inc. (“CAMCORP” or “Buyer”). The Terms and Conditions of Purchase (“Contract”) outlined herein shall apply to the purchase by CAMCORP of goods and/or services (collectively the “Works”) from _____ (“Seller”). The place goods are delivered to and/or services are performed at is herein referred as the “Work Site”. The Work Site might either be CAMCORP’s or CAMCORP’s Customer (“Customer”) property. These terms and conditions represent the complete agreement of the parties, superseding all previous communications and agreements, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon CAMCORP unless made in writing and signed and approved by an officer of CAMCORP. No modifications of the Contract will be affected by Seller’s provision of Works following receipt of CAMCORP’s purchase order, shipping request or similar request or similar forms containing printed terms which conflict or are inconsistent with the terms herein.

1. Prices and Payment

1.1 Unless otherwise specified in the Contract, the price for the Works includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts, and government-imposed surcharges. Seller will, at CAMCORP’s request, break-out from the price all such taxes and other charges, in its invoices. Seller shall use its best efforts to assist CAMCORP in all legal efforts to minimize the taxes resulting from the performance of this Contract.

1.2 No changes to the prices reflected and approved in the Contract may be made unless alterations are in writing and signed and approved by an officer of CAMCORP.

1.3 CAMCORP will pay Seller the price in accordance with the payment terms set forth in the Contract following the later of:

- (i) the Delivery Date (defined below) of the Works;
- (ii) the date of CAMCORP's acceptance of the Works; or
- (iii) CAMCORP 's receipt of a properly prepared invoice. A properly prepared invoice must include any applicable purchase order number and Seller's certification of conformance of the Works to the requirements. CAMCORP may, at any time, set-off any amounts Seller owes CAMCORP against any amounts CAMCORP owes to Seller or any of its affiliated companies.

2. Title

2.1 Unless otherwise specified in the Contract, CAMCORP is the sole and exclusive owner of all Works and Seller hereby irrevocably assigns and transfers to CAMCORP all of its worldwide right and title to, and interest in, the Works, including all associated intellectual property rights.

2.2 Unless otherwise specified in the Contract, each party owns all right, title, and interest in and to any of its preexisting materials, including any preexisting materials incorporated into the Works. Seller hereby grants CAMCORP a perpetual, irrevocable, worldwide, transferable, royalty-free, non-exclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Seller's preexisting materials in the Works to the extent necessary for CAMCORP's exercise and use of its rights in the Works.

2.3 Unless otherwise specified in the Contract, Seller will obtain and assign to CAMCORP a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all third party intellectual property rights incorporated into, required to use, or delivered with the Works. Seller will deliver copies of the above releases and licenses to CAMCORP upon CAMCORP's request.

3. Delivery

3.1 Unless stated in other provisions, the Works shall be delivered by the date specified in the Contract ("Delivery Date"). Unless otherwise specified by CAMCORP, time is of the essence in the delivery of the Works. Seller will immediately notify CAMCORP if Seller's timely performance under the Contract is delayed or is likely to be delayed. CAMCORP's acceptance of Seller's notice will not constitute CAMCORP's waiver of any of Seller's obligations.

3.2 If Seller delivers the Works after the Delivery Date, CAMCORP may reject such Works or reduce the amount owed for any losses incurred by CAMCORP due to the delay in Seller's performance at CAMCORP's sole option.

3.3 CAMCORP shall not be liable for the cancellation or delay in any purchase or payment due to war, riots, fire, flood, strikes or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Seller, embargo, shortage of transportation facilities or delay in transportation, or inability to obtain necessary labor or materials from usual sources, other contingencies of manufacture or shipment, or other causes beyond the reasonable control of CAMCORP, including exigencies attributable to the COVID-19 pandemic. In no event shall CAMCORP be liable for any cancellation or delay, unless caused by CAMCORP's own gross negligence. CAMCORP shall not be liable for any cancellation or delay caused by any third party.

3.4 Should the Seller be in default at the time delivery is required, CAMCORP may either reduce the amount owed for any losses incurred by CAMCORP due to the delay in Seller's performance or withdraw from the contract.

3.5 The following provisions apply to purchases of Works which are goods:

- (i) Seller will preserve, pack, package, and handle the Works so as to protect them from loss or damage and in accordance with best commercial practices in the absence of any specifications CAMCORP may provide. Without limiting the foregoing, Seller shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage, and disposal.
- (ii) Seller will include with each delivery of Works a packing list identifying the Purchase Order number (if applicable), the CAMCORP part number for separate piece (if applicable), a description and the quantity of each piece, and the date of shipment.
- (iii) Unless CAMCORP expressly instructs otherwise, Seller will deliver all Works to the address set forth in the Contract. Seller assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes, and insurance. Risk of loss for the Works does not pass to CAMCORP until acceptance in accordance with Section 4.

4. Inspection and Acceptance

4.1 CAMCORP may reject any or all of the Works which do not conform to the applicable requirements within 15 business days of Seller's delivery of the Works. At CAMCORP's option, CAMCORP may (i) return or reject the nonconforming Works to Seller for a refund or credit, (ii) require Seller to replace the non-conforming Works, or (iii) repair the non-conforming Works so that they meet the requirements. As an alternative to (i) through (iii), CAMCORP may accept the non-conforming Works conditioned on Seller providing a refund or credit in an amount CAMCORP reasonably determines to represent the diminished value of the non-conforming Works. CAMCORP's payment to Seller for Works prior to CAMCORP's timely rejection of such Works as nonconforming will not be deemed as acceptance by CAMCORP.

4.2 CAMCORP will hold any Works rejected under this Contract at Seller's risk and expense, including storage charges, while awaiting Seller's return shipping instructions. Seller will bear all return shipping charges, including without limitation, insurance charges CAMCORP incurs on Seller's behalf. CAMCORP may, in its sole discretion, destroy or sell at a public or private sale any rejected Works for which CAMCORP does not receive return shipping instructions within a reasonable time, and apply the proceeds, if any, first toward any storage charges. This provision does not apply to Works which are services.

5. Warranty and Claims for Damages

5.1 Seller represents and warrants that:

- (i) it has the full power to enter into the Contract and to perform its obligations under the Contract;
- (ii) it has the right and unrestricted ability to assign the Works to CAMCORP;
- (iii) the Works, and CAMCORP's use of the Works, do not and will not infringe upon any third party's intellectual property rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory, or common law;
- (iv) any Software supplied by Seller does not contain any Harmful Code. "Harmful Code" means any software intentionally designed to (i) disrupt, disable, harm, or impede operation; or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices; and
- (v) the Works conform to CAMCORP's specifications and the specifications of any third party to the extent Seller was aware of such third-party specifications at this Contract was entered; and
- (vi) the Works conform to Seller's quotation or proposal (including but not limited to any applicable bid proposal), and Seller's brochures or catalogs, and if none of the foregoing is applicable, then such Works are suitable for the intended use.

5.2 CAMCORP warrants and represents to Seller that it has the full power to enter into the Contract and to perform its obligations under the Contract.

5.3 CAMCORP MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL EXPRESS AND IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO CAMCORP'S PERFORMANCE OF THIS AGREEMENT ARE HEREBY DISCLAIMED.

5.4 It shall be decided exclusively by CAMCORP whether claims under the warranty shall be satisfied by improvement, replacement or a reduction in price. Should the Seller fail to meet its warranty obligations, any and all of Seller's then-existing claims against CAMCORP shall lapse.

5.5 The Parties acknowledge that this Contract, including any order confirmation, was entered into without reservation and that this Contract contains the full and complete agreement of the parties.

5.6 Any and all claims for damages by Seller must be preceded by a written request for CAMCORP to eliminate the alleged issue. If no request is made by Seller, CAMCORP shall not be liable for any purported issue.

6. Right of Termination and Cancellation

6.1 Either party may immediately cancel the Contract in the following circumstances:

- (i) if the other party becomes bankrupt, goes voluntarily or involuntarily into liquidation, winds-up, dissolves, compounds with its creditors, has a receiver appointed for the whole or any part of its assets or becomes subject to any similar process or proceedings;
- (ii) if required export licences, permits, approvals or consents agreed are not granted by the relevant authorities;
- (iii) if a party is in material default with its contractual obligations and fails to remedy this within a reasonable period of time.

6.2 If Seller is aware that the purpose of this Contract is to enable CAMCORP to fulfill a separate contract with a third party, CAMCORP may immediately cancel this Contract upon notice by the third party that the third party contract or portion of the third party contract associated with the Works is to be terminated, or CAMCORP has reason to believe the third party is in breach of the relevant third party contract. Upon receipt of notice of such termination, Seller will inform CAMCORP of the extent to which it has completed performance as of the date of the notice, and Seller will collect and deliver to CAMCORP whatever Works then exists. CAMCORP will pay Seller for all Works performed and accepted through the effective date of the termination, provided that CAMCORP will not be obligated to pay any more than the payment that would have become due had Seller completed and CAMCORP had accepted the Works. CAMCORP will have no further payment obligation in connection with any termination.

6.3 Either party may terminate this Contract immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of written notice of the breach. CAMCORP shall have no further payment obligation to Seller under the terminated Contract if CAMCORP terminates the Contract under this Section.

6.4 If Seller notifies CAMCORP that it terminates the Contract for its convenience, Seller shall be responsible for a cancellation charge, computed on the basis of CAMCORP's cost to cover and procure Works in substitution for those due from Seller.

6.5 CAMCORP may terminate this Contract for no reason or for any reason, upon 15 days written notice to Seller. Upon receipt of notice of such termination, Seller will inform CAMCORP of the

extent to which it has completed performance as of the date of the notice, and Seller will collect and deliver to CAMCORP whatever Works then exists. CAMCORP will pay Seller for all Works performed and accepted through the effective date of the termination, provided that CAMCORP will not be obligated to pay any more than the payment that would have become due had Seller completed and CAMCORP had accepted the Works. CAMCORP will have no further payment obligation in connection with any termination.

6.6 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Contract shall survive the expiration or termination of the Contract.

7. Force Majeure

Neither party will be liable to the other for any delay or failure of performance resulting from any cause beyond such party's reasonable control, including, but not limited to, the weather, civil disturbances, acts of terror, acts of civil or military authorities, epidemics; pandemics, including without limitation, the COVID-19 pandemic, quarantine restrictions or acts of God; provided, however, that a party shall be excused from performance under this Section 7 only to the extent that a delay or failure could not have been avoided, or its impact mitigated, through the use of commercially reasonable redundancy and business continuity measures. For the avoidance of doubt, acts and omissions of, or any defects in or failures of systems, hardware, software or networks owned or operated by, Seller or Seller Personnel shall be deemed to be causes within Seller's control.

8. Liability

8.1 The remedies of Seller set forth herein are exclusive, and the liability of CAMCORP with respect to this contract or the Works furnished hereunder, in connection with the performance or breach thereof, whether based on contract warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the unit of Works upon which such liability is based. **CAMCORP SHALL IN NO EVENT BE LIABLE TO SELLER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF CAMCORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Any claim by Seller with reference to the Works sold hereunder for any cause shall be deemed waived by Seller unless submitted to CAMCORP in writing pursuant to the timelines sent out in these terms and conditions, and in all events within thirty (30) days from the date Seller discovered any claimed breach.

8.2 NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, CAMCORP WILL NOT BE LIABLE TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE PURCHASE PRICE OF THE WORKS UPON WHICH SUCH LIABILITY IS BASED.

8.3 IN NO EVENT WILL CAMCORP BE LIABLE TO SELLER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE CONTRACT, WHETHER OR NOT CAMCORP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.4 THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE CONTRACT LIMITS

EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

8.5 Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect CAMCORP in the event of such injury or damage, and will be in compliance with any and all laws, regulations, or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place.

9. Assignment

9.1 Seller may not assign any of its rights or delegate any of its obligations under the Contract without CAMCORP's prior written consent, which CAMCORP will not unreasonably withhold. CAMCORP may, at its option, void any attempted assignment or delegation undertaken without CAMCORP's prior written consent.

9.2 Seller may not subcontract any of its rights or obligations under the Contract without CAMCORP's prior written consent. If CAMCORP consents to the use of a Subcontractor, Seller will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify CAMCORP for all damages and costs of any kind, subject to the limitations in Section 11 (Indemnification), incurred by CAMCORP or any third party and caused by the acts and omissions of Seller's Subcontractors; and (iii) make all payments to its Subcontractors. If Seller fails to timely pay a Subcontractor for work performed, CAMCORP will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Seller by any amount paid to the Subcontractor. Seller will defend, indemnify, and hold CAMCORP harmless for all damages and costs of any kind, without limitation, incurred by CAMCORP and caused by Seller's failure to pay a Subcontractor.

10. Patents

Seller shall defend any suit or proceeding brought against CAMCORP and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Works manufactured under this contract constitutes infringement of any patent of the United States of America, provided Seller is promptly notified of the alleged infringement in writing, and given authority, information and assistance for defense of same. In the event of such claim, Seller shall either (1) procure for CAMCORP the right to continue to use said Works, (2) modify it so that it becomes non-infringing, (3) replace the same with non-infringing Works, or (4) remove said Works and refund the purchase price to CAMCORP.

11. Indemnification

11.1 As used in this Section 11, a "Claim" is any claim, demand, loss, damage, liability, cost, or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify, and hold the other party (the "Indemnified Party") harmless.

11.2 Seller shall defend, indemnify, and hold CAMCORP, its affiliates, and its subcontractors harmless from and against any and all Claims as incurred (including attorneys' fees), arising out of or in connection with any (i) act or omission of Seller (including its Subcontractors) in the performance of the Works; or (ii) any infringement of a third party's intellectual property rights or any other rights.

11.3 CAMCORP shall indemnify and hold Seller harmless from and against any and all Claims as incurred (including attorneys' fees), arising out of or in connection with (i) Seller's use of information or materials provided to Seller by CAMCORP, (ii) any negligent acts or omissions of CAMCORP which were the sole cause of personal injury (including death) or damage to tangible property (not including lost or damaged data); or (iii) willful acts or omissions of CAMCORP which result in personal injury (including death) or damage to tangible property (not including lost or damaged data).

11.4 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnified Party's behalf.

11.5 If a third party enjoins or interferes with CAMCORP's use of any Works, then in addition to Seller's obligations set out elsewhere in this Contract, Seller will use its best efforts to (i) obtain any licenses necessary to permit CAMCORP to continue to use the Works, (ii) replace or modify the Works as necessary to permit CAMCORP to continue to use of the Works, or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to CAMCORP the amount paid for any Works for which a third party enjoins or interferes with CAMCORP's use of the Works.

11.6 Nothing in this Section shall limit any other remedy of the parties.

12. Compliance with Laws

Seller represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Contract. In particular and without limitation, Seller shall not act in any fashion or take any action that will render CAMCORP liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving, or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it or CAMCORP in retaining or obtaining business or related to the Works. Without limiting the foregoing, to the extent that Seller is a US federal contractor or covered subcontractor as contemplated in accordance with the applicable laws and regulations, then Seller agrees that this Contract will be subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, and the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities. Seller's failure to comply with this provision shall constitute a material breach of this Contract.

13. Confidential Information and Publicity

13.1 Any proposals, prints, brochures, drawings, or other information furnished by CAMCORP are intended for confidential use by Seller, shall remain the property of CAMCORP, and shall not be disclosed or used to the detriment of CAMCORP's competitive position, and are protected against unlawful use or disclosure by common law and federal and state statutes that cover copyright, patents, trademarks, and trade secrets. Any unauthorized use, printing, copying, disclosure or dissemination of such information may be subject to legal restriction or sanction.

13.2 If CAMCORP and Seller have entered into a Non-Disclosure Agreement ("NDA") which covers disclosure of confidential information under the Contract, and if the term of the NDA expires before

the expiration or termination of the Contract, then the term of the NDA shall be automatically extended to match the term of the Contract.

13.3 If a non-disclosure agreement was agreed upon, the parties shall treat the terms, conditions, and existence of the Contract as Confidential Information as defined in the NDA.

13.4 Seller shall obtain CAMCORP's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to CAMCORP.

14. Waiver

14.1 CAMCORP's failure to enforce its rights under this Contract, or failure to take action against Seller for any breach of this Contract, shall not be construed as a waiver of any breach. Failure to exercise any right arising from any default hereunder shall not be deemed a waiver of any rights under this Contract, which may be exercised at any time.

15. Jury Waiver

BY SIGNING THIS CONTRACT, BOTH PARTIES IRREVOCABLY, KNOWINGLY AND VOLUNTARILY AGREE TO AND HEREBY WAIVE THE RIGHT TO TRIAL BY JURY FOR ANY DISPUTE RELATED TO OR ARISING OUT OF THIS CONTRACT. THE WAIVER OF JURY TRIAL CLAUSE PROVIDES THAT THE PARTIES WAIVE THEIR SEVENTH AMENDMENT RIGHT TO A TRIAL BY JURY IF THERE IS ANY DISPUTE ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTION. ALL DISPUTES ARE STILL HANDLED BY THE COURT SYSTEM, WITH ALL DISCOVERY AND APPELLATE RIGHTS, BUT ANY TRIAL WILL BE DECIDED BY JUDGE, AND NOT A JURY.

16. Miscellaneous

16.1 All contractual relationships arising in the United States, Canada, and Mexico shall be governed by the laws of the State of Kansas, including the Uniform Commercial Code, without giving effect to the principles of conflicts of law of Kansas. Any lawsuits with respect to this agreement shall be filed in the Johnson County District Court, Kansas.

16.2 All contractual relationships arising outside of the United States, Canada, and Mexico shall be exclusively subject to Austrian law excluding all international conflict of laws and rules (EVÜ, IPRG). The Company expressly points out that the application of the provisions of international private law and of the UN law relating to contracts for the international sale of goods are excluded. In addition, the relevant technical and commercial EU standards or, in the event that there are none, the corresponding Austrian or DIN Standards shall apply. In the event Seller's place of business is in a country that has ratified the United Nations Convention of the International Sale of Goods (1980) ("Convention"), the parties agree to exclude application of the Convention. The place of performance for all obligations of the parties is Aurzolmünster in Austria. The place of jurisdiction for both parties to the contract is Ried im Innkreis. However, CAMCORP is entitled to bring an action at the general place of jurisdiction of the Seller.

16.3 Any notice to be given under the Contract will be in writing and addressed to the party at the address stated in the front of the Contract. Notices will be deemed given and effective (i) if personally delivered, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

16.4 If any court of competent jurisdiction holds that any provision of the Contract is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Contract will not be affected or impaired, and all remaining terms of this Contract remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.