

## HYDRAFORCE, INC. TERMS AND CONDITIONS OF SALE

1. **OFFER TO SELL.** HydraForce, Inc. (“HydraForce” or “Seller”) hereby offers to sell to you (“Buyer”), the party or customer to whom HydraForce is providing the physical goods identified in the applicable quotation or purchase order that are commercially available (the “Products”) or provided for the purpose of testing, demonstration or evaluation (the “Prototypes”) subject to these Terms and Conditions. Acceptance of this offer is expressly limited to acceptance of all the terms and conditions of this offer. No additional terms contained in any document tendered by Buyer and no oral terms shall become a part of the agreement between the parties unless explicitly agreed in writing by the Parties via a signed agreement, and in the event of a conflict, such terms shall take precedence over these Terms and Conditions.
2. **SHIPMENT AND DELIVERY.** Unless otherwise specifically indicated on the front of this document, or elsewhere agreed to in writing, shipment, delivery, risk of loss and title transfer occur FCA Seller’s plant Incoterms®2020. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be upon Buyer upon Seller placing the goods in the possession of a common carrier or Buyer’s designated carrier. Buyer shall pay all transportation and delivery charges to final destination, as well as any import duty or customs clearance fees where applicable. Seller shall assist in tracing goods lost in transit. Shipment dates are not guaranteed. If shipment is delayed beyond the scheduled date, Seller shall advise Buyer within 6 business days after the scheduled date of the delay. Buyer shall remain obligated under this Agreement unless released in writing by Seller.
3. **PRICES.** If any of the economic conditions used as a basis for setting prices (e.g. raw material costs, costs of electronic components, exchange rates, labor and overhead costs including IT infrastructure costs, energy costs, logistics costs, tariffs) change at any time, Buyer hereby agrees Seller may make equitable adjustments at its sole discretion and on an immediate basis. Seller may also add, where applicable, reasonable and normal local preparation and delivery charges and re-stocking charges which Buyer will pay upon receipt of Seller’s invoice therefor. Buyer shall pay a minimum order charge of \$100.00.
4. **PAYMENT.** Payment shall be due 30 days after the date of shipment, without offset, counterclaim, holdback, deduction or discount for early payment and Buyer’s failure to pay any undisputed amount when due will be deemed a material breach of these Terms and Conditions, unless otherwise agreed in writing by the Parties. Interest will be charged at the maximum legal rate of interest or 1 1/2 percent (1.5%) per month, whichever is less, on amounts past due. Buyer shall pay all costs and expenses incurred by Seller as a result of non-payment or delinquent payment by Buyer, including without limitation collection costs, interest and reasonable attorneys’ fees. Buyer may not set-off or recoup any amounts due or that may become due from its debts or amounts due to Seller however and whenever arising. Partial shipments may be made and payments thereof shall be due 30 days after the date of shipment. All sales hereunder are subject to credit approval, and Seller may at any time prior to delivery modify the terms of payment originally specified to ensure prompt payment for the products ordered. If Buyer defaults on any payment obligation to Seller, Seller may in its sole discretion take any of the following actions : (a) refuse, alter or suspend credit terms; (b) require payment by cash in advance or on delivery; (c) suspend production,

shipment and/or delivery of the Products; (d) request adequate assurance; and/or (e) pursue any remedies available at law or equity.

5. **CHANGES.** Any changes to these Terms and Conditions requested by Buyer shall only be allowed if Seller expressly agrees to such changes in writing. Seller may accept or reject proposed changes in its sole discretion.

6. **TAXES.** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or resulting from this transaction. Buyer shall pay the amount of all such taxes, upon request by Seller, as if originally added to the price herein. If seller pays such taxes, Buyer shall reimburse Seller therefor.

7. **SECURITY INTEREST.** Seller hereby retains a security interest in the Products delivered hereunder until the total amounts due hereunder, including the selling price, taxes, and delivery or other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security agreement required by Seller at Seller's sole expense.

8. **DEFAULT AND REMEDIES.** Buyer shall inspect the Products and/or Prototypes within a reasonable period after delivery, such period not to exceed fifteen (15) business days and the Products and/or Prototypes will be presumed accepted unless Seller receives written notice of rejection from Buyer explaining the basis for rejection within such period. Rejection may be based solely upon the failure of the Products and/or Prototypes to materially comply with the specifications agreed by the Parties and through no fault of Buyer. Buyer's sole and exclusive remedy, and the entire liability of Seller for any rightful rejection of the Products and/or Prototypes is, at Seller's sole option and expense, (a) the repair or replacement of the Product and/or Prototype; or (b) a credit equal to the purchase price of the Products and/or Prototypes. If Buyer shall fail or refuse to accept delivery of the Products and/or Prototypes ordered or shall default in the performance of any of the terms, covenants and conditions of these Terms and Conditions, Seller shall have available to it any remedy allowed by law or equity, and may recover all damages suffered as a consequence from Buyer's breach, including reasonable costs and attorney's fees incurred in enforcing these Terms and Conditions or recovering such damages. Without limiting the foregoing, Seller shall have the right in the event of a breach or default to retain the cash deposited or paid to it by Buyer and the products accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If Products and/or Prototypes ordered have been delivered to Buyer by Seller at the time of default or breach, Seller may declare the full amount due and payable without notice or demand and may repossess the Products and/or Prototypes as allowed by law.

9. **EXPRESS WARRANTY.** Seller warrants to the original purchaser of its products that the products are free from defects in workmanship and material, when operated under normal conditions and in accordance with Seller's and/or industry recommended practices. Seller makes no warranty to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act. This warranty shall be in effect for a period of eighteen (18) months from the shipment date.

Seller shall have no liability for claims related to Prototype, including any Prototype testing. ALL PROTOTYPES ARE PROVIDED BY SELLER TO BUYER "AS IS" AND "WITH ALL FAULTS". SELLER

DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND OR/FREEDOM FROM THIRD PARTY CLAIMS OR RIGHTS.

**Note: This warranty excludes products not of HydraForce manufacture which may be included as adjunctive products in manifolds or systems. These products specifically include, but are not limited to, other manufacturers' cartridge valves, sub-base type valves, electronic connectors, sensors, controls, switches, modules, displays, motors, pumps, cylinders, fittings and filters. Where these products carry original manufacturer's warranties, the warranty passes through HydraForce to the original user as provided within the original manufacturer's warranty.**

To be eligible for warranty consideration all product items must be covered by acceptable documentation and received at Seller's factory within 3 months of the date of claim according to the requirements of the HydraForce Returned Goods Policy, as revised, which is considered to be part of this limited warranty. This warranty shall not apply to products which, in the sole judgment of Seller have been inadequately maintained or shelf-preserved, subjected to contamination, negligent handling, improper installation, tampering or unauthorized disassembly.

Liability under this warranty is limited to, at Seller's sole option, (a) the repair or replacement of the Products or Prototypes determined to be defective upon examination and to be within the warranty period, or (b) a credit equal to the purchase price (less a reasonable depreciation for use, damages and obsolescence) of the Product or Prototype in lieu of any obligation to repair or replace the Product or Prototype under this provision. The warranty period upon replacement or repair shall not extend beyond the date of expiration of the warranty period for the original Product or Prototype.

**10. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY. THE EXPRESS WARRANTY ABOVE IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESS OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES ARISING FROM OR OUT OF ANY COURSE OF DEALING, USAGE OF TRADE, SPECIFICATION, PROPOSAL, PERFORMANCE OR CUSTOM AND ANY STATUTORY WARRANTY ON HIDDEN OR LATENT DEFECTS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR INJURIES (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL) BASED ON OR RESULTING FROM EITHER DEFECTS, FAILURE, MALFUNCTION, BREACH OF WARRANTY OR ANY OTHER PERFORMANCE, NONCONFORMANCE OR NONPERFORMANCE OF , WHETHER THE CLAIM IS IN CONTRACT, EQUITY, INDEMNITY, INFRINGEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY) OR OTHERWISE AND HOWEVER INSTITUTED.**

**IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS, WHETHER UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID BY BUYER TO SELLER FOR THE PRODUCT OR PROTOTYPE GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING NOTICE OF THE CLAIM. THE LIMITATIONS OF LIABILITY CONTAINED IN THESE TERMS AND CONDITIONS ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER'S BARGAIN HEREUNDER AND SELLER WOULD NOT ENTER INTO THESE TERMS AND CONDITIONS ABSENT SUCH LIMITATIONS.**

11. **APPLICATION APPROVAL/LIMITATIONS.** Seller's products have been successfully applied in a wide variety of commercial applications and are designed to generally conform to common industrial and mobile performance standards and practices at the time of manufacture. However, Seller specifically prohibits any distributor, customer, or other third party from applying Seller's products in the following applications, without obtaining HydraForce's approval, including without limitation:

- Explosive or hazardous environments
- Ordinance equipment
- On-highway or railway vehicles carrying passengers
- Nuclear facility equipment
- Aircraft or aerospace vehicles
- Life-saving or support equipment

Questions regarding approval of applications should be directed to your sales contact at HydraForce. Approval must be obtained in writing and does not constitute suitability for use, which is the sole decision of the designer, based on qualification testing of the device.

12. **CONFIDENTIALITY.** Any non-public technical, financial or business information, trade secrets, content, or any other information provided by one Party (the "Disclosing Party") to the other party (the "Receiving Party") directly or indirectly, orally or in writing that is: (a) marked confidential or proprietary, or (b) given the nature of the information or the circumstances surrounding its disclosure, reasonably should be deemed confidential ("Confidential Information") shall be held in confidence by the Receiving Party, not disclosed, and not be used by such Party except to the extent necessary to carry out its obligations or express rights hereunder, except as otherwise authorized by the Disclosing Party in writing. Confidential Information includes, but is not limited to these Terms and Conditions, purchase orders, quotations, and any other agreements between Seller and Buyer relating to, and any information and data concerning the Products and/or Prototypes. The Disclosing Party or its licensors retain all right in such Confidential Information.

The Receiving Party will use Confidential Information only in connection with its performance under these Terms and Conditions. The Receiving Party shall use the same degree of care to avoid any disclosure or use of the Confidential Information as it uses for its own confidential, proprietary and trade secret information, but in no case use less than a reasonable degree of care. The Receiving Party agrees to limit disclosure of Confidential Information to employees, contractors or agents and employees, contractors or agents of affiliates having a specific need to know such Confidential Information in furtherance of its performance under these Terms and Conditions.

Confidentiality obligations shall not apply to any information that: (a) is generally known, or readily ascertainable by proper means, by the public other than through the Receiving Party's fault; (b) was known by or in the possession of the Receiving Party or its affiliate at the time of disclosure as shown by the Receiving Party's and/or its affiliates' files and records prior to the time of disclosure, other than as a result of any improper act or omission of the Receiving Party or its affiliate; (c) is rightly received by the Receiving Party from a third-party not subject to any nondisclosure obligations with respect to the Confidential Information; or (d) is independently developed by an employee, agent or consultant of the Receiving Party or its affiliates without reference to or use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential

Information of the Disclosing Party to the extent it is requested, ordered or required by a regulatory agency or any other government authority or a court to do so; provided the Receiving Party promptly notifies the Disclosing Party of such request, order or requirement (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

The Confidential Information provided by the Disclosing Party shall not be copied or reproduced without the Disclosing Party's prior written consent, except for such copies as may reasonably be required by the Receiving Party for its performance of its obligations under these Terms and Conditions. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party (or its designees) all Confidential Information received from the Disclosing Party or certify that it has destroyed all Confidential Information, in whatever form, including written or electronically recorded information and all copies thereof (other than copies retained in automatic back-up and archive systems). Notwithstanding the foregoing, the Receiving Party shall be entitled to retain one copy of the Confidential Information with its legal counsel or other appropriate corporate representative to evidence the exchange of information hereunder and in connection with legal or statutory requirements.

13. **FORCE MAJEURE.** The performance of each party's obligation under these Terms and Conditions are subject to all contingencies beyond the reasonable control of such party or its suppliers, including, but not limited to, strikes, labor disputes, acts of God, floods, fires, windstorms, earthquakes or other severe weather conditions or natural disasters (declared or undeclared), civil commotion, riots, acts of terrorism, embargoes, quotas, shortage of labor, delays in transportation, emergencies, epidemics, pandemics, quarantines or other public health risks, cyberattacks, data breaches, economic or financial impact of increased tariffs and/or government action, including, but not limited to, price controls, currency controls, or detention of goods by authorities, and the Parties accordingly are to be relieved of any obligation to each other for damages which may result from such contingencies; provided, however, that the parties shall perform their obligations to the maximum extent as soon as possible. Timely notice of such inability to perform shall be given to the other Party.

14. **CANCELLATION AND RETURNS.** Buyer may cancel or reduce its order, revise specifications or extend schedules only upon Seller's prior written consent and by paying to Seller a cancellation charge calculated by Seller. Products or Prototypes that require pre-configuration and/or customization may not be subject to cancellation. Without such required consent, Seller shall be entitled to all remedies available by law or equity.

Acceptance of returned goods is solely in Seller's discretion and written approval via Return Material Authorization form ("RMA Form") is required. The RMA Form shall be provided to Buyer upon request through the sales and/or service agent assigned to Buyer by Seller. Seller has the right to reject an order for any reason. Buyer agrees to provide a clear reason for the return Product (including for rejections or breach of warranty claims), and to properly identify the return Product itself. Buyer is solely responsible for returning the Product or Prototype free of contaminants, appropriately packaged, properly identified, pre-paid and insured for delivery at the designated location and freight method as instructed by Seller. For Products or Prototypes rightfully rejected per Section 8 or breach of warranty per Section 9, respectively, and returned by Buyer, Seller is

responsible for shipping costs to the Seller designated location in an amount not to exceed normal surface shipping charges. If Seller reasonably determines that rejection or the return was improper, Buyer will be responsible for all expenses incurred by Seller arising from the improper rejection or improper warranty claim, including all Seller costs for Product inspection, storage, shipping and disposal. Buyer is responsible for proper disposal of any Products or Prototypes, which shall be in accordance with the considerations or recommendations provided by Seller, if any. Buyer will be responsible for all expenses incurred by Seller arising from returns violating the provisions of this Section 14.

15. **DIES, TOOL, ETC. USED IN PRODUCTION OF THE GOODS.** No dies, tools, gauges, fixtures, patterns, or other such materials used by Seller in the production of the goods will be supplied or paid for by Buyer, unless Buyer has previously or herein agreed in writing. All dies, tools, fixtures, patterns, or other such materials paid for by Buyer will remain the property of Seller and be maintained by Seller, unless otherwise agreed to in writing.

16. **INTELLECTUAL PROPERTY:** As between Seller and Buyer, Seller exclusively owns and shall retain exclusive ownership of all right, title and interest worldwide, including all inventions (whether patented or not), patent applications and disclosures, patents, design rights, copyrights and copyrightable works (including, but not limited to, the right to reproduce and make copies of an original work, the right to prepare derivative works, the right to distribute copies to the public, the right to public performance, the right to public display and the right to public performance of sound recordings), trademark, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets and all other forms of intellectual property and proprietary rights (collectively, "Intellectual Property Rights") in and related to: (a) the Products and Prototypes, and all updates, modifications, improvements and derivatives thereof; and (b) all other ideas, inventions (whether patentable or not), concepts, designs, methods, processes, software (including source code and object code), data and works of authorship authored, developed, conceived, reduced to practice or licensed by Seller or an affiliate thereof for or in connection with any Products and Prototypes. No rights are granted to Buyer hereunder other than as expressly set forth herein, and Seller (and its licensors, where applicable) reserves all rights not expressly granted herein.

17. **INDEMNIFICATION:** Seller will defend any third party lawsuit or proceeding against Buyer, insofar as it is based on a claim that any Product or Prototype, or part thereof delivered by Seller hereunder, constitutes a direct infringement of any valid patent or copyright of the United States and indemnify Buyer for any final judgment assessed against Buyer resulting from such lawsuit or proceeding. Seller shall be notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense or settlement of the same, and the Seller will pay all damages and cost which by final judgement (or by settlement agreed to by Seller) are awarded therein against Buyer, provided, however, Seller shall have no obligation or liability to the extent any claim for infringement arises out of or results from any of the following: (a) Buyer's designs, changes, drawings or specifications or any designs, changes, drawings or specifications provided by Buyer; (b) Products or Prototypes used other than for the purpose for which Seller intended; (c) combining any Products or Prototypes with any article, component, hardware, system or software not provided by Seller; (d) the application or use of any Products or Prototypes which fail to comply with the specification or other written instruction from Seller; or (e) any alteration, customization,

configuration or other modification of the Products or Prototypes. Without Seller's prior written consent, Seller will not be responsible for: (x) any compromise or settlement made by Buyer; and (y) any defense fees or costs incurred by Buyer or any expenses incurred by Buyer for itself or on Seller's behalf. If a Product or Prototype is held to constitute infringement or its use is enjoined, Seller may, at its sole option and expense, and as Buyer's sole and exclusive remedy: (a) procure for Buyer the right to continue using the Product or Prototype; (b) replace the Product with a similar non-infringing product; (c) modify the Product or Prototype, or any portion thereof, so that it is non-infringing; or (d) accept return of the Product or Prototype and/or terminate Buyer's rights to use or make use of the Product or Prototype, and grant a Buyer credit for the purchase price paid for the Product or Prototype, less a reasonable depreciation for use, damages and obsolescence as applicable. In the event that Seller believes that any of the Product or Prototype may be subject to a claim of infringement, Seller reserves the right at its sole discretion to stop delivering or providing Buyer access to the Product or Prototype, and such stoppage will not be considered a breach by Seller of these Terms and Conditions.

THIS SECTION 17 STATES SELLER'S ENTIRE LIABILITY, BUYER'S SOLE RECOURSE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT. ALL WARRANTIES RELATED TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, ARE HEREBY DISCLAIMED.

Buyer shall, at Buyer's sole expense, indemnify, defend and hold Seller and its affiliates, and their respective owners, shareholders, members, managers, directors, officers, employees, representatives, agents, subcontractors, contractors, successors and assigns (collectively, "Seller Indemnified Parties") harmless against all losses, claims, liabilities, damages, causes of action, judgments, settlement payments, interest, awards, penalties, fines, costs and expenses (including without limitation reasonable court costs, reasonable attorneys' fees, and arbitration, mediation and expert fees and any recall costs and expenses) arising out of or relating to Buyer's, including employees and agents of Buyer, (a) negligent act or omission or willful misconduct; (b) breach of these Terms and Conditions or violation of applicable law; (c) misuse or improper installation, storage, maintenance or use of the Products or Prototypes; (d) incorporation of the Products or Prototypes into another product or service; or (e) changes, alterations or additions to Products or Prototypes.

18. **EXPORT COMPLIANCE:** Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("Anti-Kickback Act"), U.S. and E.U. export control and sanctions laws ("Export Laws"), each as currently amended. Buyer acknowledges that it is familiar with all applicable provisions of the FCPA, the Anti-Kickback Act, and Export Laws, and certifies that Buyer will adhere to the requirements thereof and not take any action that would make Seller violate such requirements. Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to any governmental official, foreign political party or official thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose, including the purpose of influencing such person to purchase Products or otherwise benefit the business of Seller. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Products from Seller in a manner or for a

purpose that violates Export Laws or would cause Seller to be in violation of Export Laws. Buyer agrees to promptly and reliably provide Seller all requested information or documents, including end-user statements and other written assurances, concerning Buyer's ongoing compliance with Export Laws.

19. **LIMITATION ON ASSIGNMENT.** Buyer may not assign any rights or delegate any of its obligations hereunder without the prior written consent of Seller, which consent will not be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this provision shall be null and void. An internal corporate reorganization, which does not result in a change of control or beneficial owner, shall not be deemed an assignment under this provision. Notwithstanding the foregoing, Seller may assign any of its rights or delegate any of its obligations to any affiliate or to an entity acquiring all or substantially all of Seller's assets or in connection with a transfer of Seller's equity interest without the consent of Buyer.

20. **TERMINATION.** Either Party may terminate these Terms and Conditions: (upon material breach of any material term of these Terms and Conditions by the other Party which is not remedied within thirty (30) days after written notice of such breach is issued by the non-breaching Party; or (b) if a Party becomes insolvent or makes an assignment for the benefit of creditors, or such Party institutes any voluntary proceeding under bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of the Party's property, then termination shall be automatic and immediate; however, in the event any such proceeding is initiated by a third-party against such Party, termination shall be automatic if such proceeding is not dismissed or cured by the Party within thirty (30) days after the filing thereof. Upon termination, all rights, licenses, consents and authorizations granted by a Party hereunder will immediately terminate, other than those expressly specified to continue after termination. The rights of termination provided herein are not exclusive of other remedies that Seller may be entitled to under these Terms and Conditions or in law or equity.

In no event will termination relieve Buyer of its obligation to pay any fees payable to Seller for the period prior to the effective date of termination.

Sections 7, 8, 9, 12, 14, 16, 17, 20 and 22-28 will survive any termination or expiration of these Terms and Conditions.

21. **GOVERNMENT CONTRACTS.** If Products or Prototypes are purchased under a government contract or sub-contract, Buyer shall promptly notify Seller in writing of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products or Prototypes ordered, which Seller must agree upon in writing. If compliance with such provisions increase Seller's costs or liability, or encumbers any Seller's Intellectual Property Rights, Seller shall be entitled, at its option, to adjust the price accordingly, request separate payment of the additional costs, or terminate these Terms and Conditions and/or the applicable purchase order, in which case Buyer shall be responsible for all costs incurred by Seller prior to such termination.

22. **MODIFICATION OF THESE TERMS AND CONDITIONS.** Seller may modify these Terms and Conditions from time to time by providing written notice and/or posting revised Terms and Conditions to Seller's website at <https://www.hydraforce.com/terms-conditions/> (as revised from



time to time, the “Updated Terms and Conditions”), which are hereby incorporated by reference. Such Updated Terms and Conditions shall apply to all purchases of Products or Prototypes issued on or after the effective date of such Updated Terms and Conditions.

23. **RELATIONSHIP OF THE PARTIES.** Buyer and Seller are independent contracting Parties and nothing hereunder or in the course of performance of these Terms and Conditions shall grant either Party the authority to create or assume an obligation on behalf or in the name of the other Party, or shall be deemed to create the relationship of agency, joint venture, partnership, association or employment between the Parties.

24. **SEVERABILITY.** In the event that any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction or by an arbitration panel in accordance with Section 27 below, the validity and enforceability of the remaining provisions shall not be affected, and in lieu of such provision, a provision similar in terms as is legal, valid and enforceable shall be added hereto.

25. **COMPLIANCE WITH APPLICABLE LAW.** Each Party shall, at all times and at its sole cost and expense, (a) strictly comply with all applicable laws, now or hereafter in effect, and other requirements relating to or affecting these Terms and Conditions or the Products or Prototypes (including their sale, transfer, handling, storage, use, disposal, export, re-export and transshipment); (b) pay all fees and other charges required by such laws; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

26. **NOTICE.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and, for (a) Notices sent to Seller, addressed to HydraForce, Inc., 500 Barclay Blvd, Lincolnshire, Illinois 60069. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid).

27. **DISPUTE RESOLUTION AND GOVERNING LAW.** These Terms and Conditions all disputes between the Parties arising out of or related thereto shall be governed by the laws of the State of Illinois except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. Seller and Buyer acknowledge that these Terms and Conditions evidence a transaction involving interstate commerce. Any and all disputes, controversies, differences, or claims arising out of or relating to these Terms and Conditions (including the formation, existence, validity, interpretation (including of this Dispute Resolution clause), breach or termination thereof) shall be resolved exclusively through binding arbitration, except that either Party shall have the right, at its option, to seek interim injunctive relief at any time, under seal to maintain confidentiality to the extent permitted by Law, (i) in either the Illinois Circuit Court of Lake County or the United States Court for the Northern District of Illinois, or (ii) pursuant to the American Arbitration Association (“AAA”) Commercial Arbitration Rules. A request by a Party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The Parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA as

amended from time to time, except as modified by this clause or by mutual agreement of the Parties, and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 business days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Chicago, Illinois, USA, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award in the arbitrators' discretion. Each Party shall bear its own attorney fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees and the cost of the arbitrator, unless the arbitrators find the claims or defenses to have been frivolous or harassing, in which case fees and costs may be assessed in the arbitrators' discretion. Either Party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Illinois Circuit Court of Lake County or the United States Court for the Northern District of Illinois and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a Party, its counsel, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. All claims must be made within the period specified by applicable law. If the law allows the Parties to specify a shorter period for bringing claims, or the law does not provide a time at all, the claims must be made within eighteen (18) months after the cause of action accrues.

28. **ENTIRE AGREEMENT** The provisions hereof are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all the terms applicable to Buyer. No waiver, modification or addition to any of the terms hereof shall be binding on Seller.

**Revised: July 2025**