

Vata Verks Inc

Terms and Conditions of Sale and Warranty

December 1, 2023

1. GENERAL.

The following terms and conditions of Sale and Warranty (“Seller Terms”) apply to the sale of Vata Verks products (“Product” or “Products”). As used herein, “Seller” refers to Vata Verks Inc. and Buyer refers to the individual or business entity that purchases the Products directly from Seller. The Seller Terms shall apply unless the Seller and Buyer mutually agree to different terms and memorialize such agreement in writing signed by both Buyer and Seller.

BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER, BUYER CONFIRMS THAT THE SELLER TERMS SHALL GOVERN ALL PURCHASES OF PRODUCTS, MATERIALS AND/OR SERVICES PROVIDED TO BUYER BY SELLER (COLLECTIVELY “GOODS”). SELLER OBJECTS TO AND REJECTS ANY CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) AND NO SUCH TERMS WILL CHANGE THE SELLER TERMS UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THE SELLER TERMS VERBALLY. SELLER OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR “FLOWDOWN” TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO SELLER, UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

2. ORDER ACCEPTANCE.

Acceptance of any order is subject to credit approval by Seller. If Seller, in its sole discretion, determines that Buyer's ability to pay or credit becomes unsatisfactory or it has reasonable grounds for insecurity, Seller reserves the right, upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate any order with no liability to Seller.

3. PRICES AND TAXES.

The Seller's price for Products (“Price”) is F.O.B. point of shipment and is calculated in US currency. Buyer agrees to pay the Prices quoted by Seller, and is responsible for any additional applicable shipping, handling and insurance charges, taxes and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate, and indicates which Goods are covered by it. Prices on special-order Goods may be subject to change before shipment; Seller shall notify Buyer of any change, and Buyer may at its discretion cancel the special-order Goods if the revised prices are unacceptable without charge other than applicable Seller related charges.

4. PAYMENT.

Payment is due upon Buyer's receipt of the invoice or upon such other terms approved by Seller in writing. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. Seller may obtain and use Buyer's credit history for credit evaluation purposes. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction. The Seller retains the right to a return of the Product when payment is not received.

5. REMEDIES FOR NON-PAYMENT.

If Buyer fails to make any payment when due, Seller reserves the right to suspend performance. Buyer agrees to pay a charge on all amounts past due at the rate of 1 ½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's reasonable attorney fees and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges. Buyer acknowledges that transactions to which these terms relate are commercial transactions. To the extent not contrary to applicable law, Buyer (i) waives any available homestead exemption, (ii) irrevocably authorizes Seller to appoint a representative to appear in a court of competent jurisdiction to confess a judgment without process in Buyer's favor for such amount that remain unpaid, and (iii) consent to immediate execution upon any such judgment. Buyer voluntarily and knowingly waives its right to notice, demand, presentment,

protest and any hearing to which it may be entitled under any state or federal law relating to any right or remedy (including prejudgment remedies) that Seller may elect to use or of which it may avail itself.

6. TITLE AND RISK OF LOSS OR DAMAGE.

All sales are F.O.B., point of shipment, and Buyer takes title and assumes responsibility for risk of loss or damage at the point of shipment for such sales. Claims for Goods damaged in transit are Buyer's sole responsibility. Buyer must notify Seller within ten (10) business days of lost or damaged shipments and provide Seller with any information that may be required so that Seller can file a claim with the carrier.

7. QUOTATIONS.

All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.

8. INTERPRETATION RESPONSIBILITY; PRODUCT USE AND SAFETY.

8.1 Seller does not guarantee that the Goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying Seller's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that Seller's Goods will be accepted on any specific job. When Seller offers substitute Goods on any proposal, Buyer is solely responsible for confirming their acceptability.

8.2 If Seller provides Buyer with advice either on the Seller's website, electronically or verbally which concerns Products or any third-party system or equipment which such Products may be integrated with, Buyer is solely responsible for verifying the suitability of such advice and Seller is not liable in any way.

9. DELIVERY.

Shipping dates given in advance of actual shipment are approximate and not guaranteed. Each order for the purchase of Goods is not cancelable nor is Seller liable for any direct or indirect losses that may arise, for any reason whatsoever, due to Seller's failure to meet any stated or assumed delivery schedules.

10. CLAIMS.

Claims for any nonconforming Goods must be made by Buyer, electronically or in writing, within ten (10) business days of Buyer's receipt of such Goods and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within ten (10) business days shall constitute an unqualified acceptance of such Goods by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods.

11. Handling, Installation and Use of Products

Products are only intended for installation and commissioning by trained technicians in accordance with the most current applicable regulations and Seller's product specification and installation information. Buyer is solely responsible for obtaining any applicable site approvals.

12. Limited Warranty

12.1. 1-year Limited Warranty

The 1-year warranty is conditional from the date of shipment of the Products to Buyer in North America, subject to the Limitation on Warranty in Section 12.2., and the warranty coverage shall not apply to damage to Products not resulting from normal wear and tear (e.g. negligence, misuse, or failure to maintain).

12.2. Limitation On Warranty; Warranty Disclaimer

12.2.1. Seller's warranties hereunder shall be null and void in the event of any of the following:

- (a) modification, disassembly, or unauthorized repairs of Products by Buyer;
- (b) unauthorized incorporation or integration of Products into or with Buyer's equipment;
- (c) use of Products in a manner not consistent with the Seller's Product specification and installation information;
- (d) damage to Products not caused by Seller.

12.2.2. These terms constitute the entire understanding and agreement between Seller and Buyer regarding the warranties that cover Products and supersedes all previous understandings, agreements, communications and representations. All Seller warranties are extended only to Buyer and are non-transferrable. All Seller warranties shall extend only for use of

Products in support of building monitoring. If Products are used in non-building monitoring applications (e.g., aircraft, industrial processes, maritime etc.), Seller's warranties will not cover such Products. Buyer will be solely responsible for any damage to or malfunction of Products or for any damage resulting from such use of Products.

12.2.3. Warranties hereunder cover the Products only, and do NOT cover Buyer's labor cost associated with the troubleshooting, removal or replacement of such Products.

12.2.4. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN SECTION 12, SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY.

12.3 REMEDIES

12.3.1 If a defect arises in the Product, Buyer must first contact Seller's support technicians at info@vataverks.com to troubleshoot problems. As part of troubleshooting, Seller's support technicians may require installation photos, and data collected from the Product. If an RMA is issued as provided in Section 12.3.2, Seller will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts, (2) replace the Product with a new Product or (3) issue a refund. In the event of such a defect, to the extent permitted by law, these are Buyer's sole and exclusive remedies.

12.3.2. If Seller determines that a problem cannot be resolved without repair or Product replacement, an RMA number will be issued by Seller for return of the Product. Buyer cannot return Products to Seller unless Buyer obtains an RMA number from Seller for the return of such Products and Buyer follows all return instructions in Section 12.3.3 and other instructions provided by Seller. All returned Products must be shipped to Seller at Buyer's cost.

12.3.3 If Buyer is issued an RMA number by the Seller, Buyers shall follow the instructions below:

- All returned Products should be packaged appropriately to prevent further damage.
- The RMA number must be clearly written on the outside of all packaging.
- Only Products returned to the location as instructed by Seller, packaged appropriately, and identified with an RMA number will be considered for repair or replacement.
- Seller reserves the right to refuse any Product returned improperly.

Repaired or replacement Products are shipped from Seller via ground shipment. Other shipping methods are available at the sole expense of the Buyer, paid in advance of shipment.

International repairs or replacements are shipped at Buyer expense, paid in advance of shipment.

12.3.4 Repaired and replaced Products will carry a warranty for a period of time equal to the greater of the remainder of the original 1-year warranty or six months, effective from the date the repaired or replaced Products are shipped by Seller.

13. LIMITATIONS OF LIABILITY.

13.1 IN NO EVENT SHALL SELLER HAVE ANY LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY (a) LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR (b) ANY DAMAGES WHATSOEVER RESULTING FROM THE PERFORMANCE OR A TEMPORARY OR PERMANENT LOSS OF USE OF PRODUCTS, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. SELLER'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING FROM OR IN CONNECTION WITH THE SALE OF ITS PRODUCTS TO BUYER, SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE PRODUCT DEEMED RESPONSIBLE FOR THE LOSS OR DAMAGE.

13.2. Buyer releases Seller in full from any possible third-party claims resulting in connection with the circumstances listed above. This also applies to claims in connection with products liability.

13.3. If Buyer becomes aware that any third-party has made or appears likely to make any claim regarding Products (including, without limitation, regarding Product defects or rights infringed by Products), then Buyer shall immediately inform Seller and afford to Seller all assistance that Seller may require to enforce its rights and defend such claim.

14. NO REVERSE ENGINEERING

Buyer shall not, directly or indirectly (i) modify the features or functionality of the Products, (ii) copy or create derivative works using all or any portion of the Products, (iii) analyze, peel, or remove semiconductor components from the Products,

(iv) decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the Products, or (v) permit or encourage any third-party to do so.

15. NON-DISCLOSURE

If Seller shares information and recommendations for specific meters to assist Buyer's installation of the Products, Buyer shall not publish, compile nor share this information with any other party.

16. MISCELANEOUS

16.1 EXPORTS

A) Buyer, NOT Seller, is responsible for compliance with all United States export control rules and regulations.

B) Buyer, NOT Seller, is the "Importer of Record", and is responsible for all import duties and taxes and responsible for complying with all import restrictions, and product requirements of the destination country.

16.2 ANTI-MONEY LAUNDERING RESTRICTIONS

Seller rejects questionable orders and payments: Except for preapproved credit arrangements, Seller rejects third-party payments, cashiers' checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer's name; wire transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to Seller.

16.3 GOVERNING LAW

All sales of Products under the Seller Terms and all disputes related to it shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without giving effect to its conflict of law rules. Seller and Buyer agree to submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts with respect to any dispute arising from the subject matter hereof. The Seller and Buyer hereby waive all rights to a jury trial in connection with any claims relating to the subject matter hereof. All causes of action arising out of or connected to the sales of Products under the Seller Terms shall be resolved individually, with no right by Seller or Buyer to participate in a representative capacity, or as a member of any class action.