

**1. Scope of Engagement.**

The provisions, terms and conditions hereof constitute the General Terms and Conditions of Sale and Delivery (these “**GT&C**”) which shall govern and automatically apply to the sale, shipment, and delivery of products or services (the “**Products**”) by Advanced OEM Solutions, LLC (the “**Company**” or “**We**” / “**Us**”) to any of its customers (“**Customer(s)**”). These GT&C are a framework agreement pursuant to which specific orders may be placed by a Customer and filled by the Company in accordance with the process described herein. No other terms, conditions or contractual provision of any kind shall apply to the supply arrangement between the parties, unless the Company and the Customer shall have agreed to it in writing, and these GT&C may not be amended, modified, waived or supplemented without such a mutually agreed upon writing. If the Customer seeks the Company’s consent to any provision not set forth in these GT&C (“**Customer Specific Term**”), whether or not the Customer Specific Term is inconsistent with or modifies these GT&C, the Customer shall include it in the purchase order that it submits to the Company as contemplated by Section 2. The Customer Specific Term shall only become binding if approved in writing by the Company in its discretion in the manner provided in Section 2, including in particular Section 2.2 and Section 2.4. Except as so approved, all terms and conditions that may be set forth in a purchase order or any other document or instrument issued by or for the Customer shall not be binding on the Company, and they shall be deemed expressly rejected and will not be part of the contractual understanding between the parties, notwithstanding anything to the contrary in Section 2-207 of the Ohio Uniform Commercial Code. Approved customer orders shall otherwise be deemed to modify these GT&C, and they shall prevail over these GT&C in the event of any conflict or inconsistency.

**2. Customer Purchase Orders.**

- 2.1 The Customer shall place its purchase order for Products on its own form (the “**PO**”), by electronic mail. The PO shall be deemed to be a “firm offer” for the purchase of the Products that it covers, within the meaning of UCC2-205 as incorporated in Ohio Revised Statutes §1302.08, and the Customer’s e-mail with its electronic signature shall be deemed a “signed writing.”
- 2.2 The offer set forth in the PO shall remain open until its acceptance or rejection by the Company as provided in Section 2.4 below. The Customer shall use for purposes of the PO the then-current price for the Products as most recently quoted by the Company to the Customer. Quoted

prices will remain current and may be used for purposes of a PO for the 30-day period after the date of the quote.

- 2.3 PO shall include, as applicable, the quantity and type of Product(s) ordered, their descriptions, specifications, and then-current price, together with shipping instructions, shipping insurance identification, and to the extent available the Customer’s invoice information and order number. If the PO does not set forth the necessary insurance information, then the Company may use for purposes of the shipment of the Products on order the standard insurance coverage that it contracts for with its carrier in the ordinary course of business, in which event the Company shall calculate the shipment value using the value of the hardware associated with the order (but excluding the value of the software).
- 2.4 If the PO is accepted by the Company, then the Company shall issue to the Customer a *pro forma* invoice on the terms of the PO (the “**Pro Forma**”). The contract of sale with respect to the Products on order shall be formed upon dispatch of the Pro Forma by the Company to the Customer. Upon receipt thereof, The Customer shall remit to the Company an amount equal to 50% of the aggregate purchase price for the Products on order shown on the Pro Forma (the “**Down Payment**”). Failure to remit the Down Payment within ten (10) days after receipt of the Pro Forma shall give the Company the right to cancel the PO and terminate the underlying contract of sale without prejudice to any other right or remedy that may be available to the Company as provided in Section 2.5 below.
- 2.5 The Company shall not be bound by any PO unless, in its discretion, it has elected to accept it, and all terms and conditions of this Section 2 are complied with or waived (or modified in a PO that the Company approves by issuing a Pro Forma). The Company may in its discretion either reject a PO or any term thereof, or request a modification of any such term, in which event the Customer may either issue a new PO or notify the Company in writing of its agreement with a requested modification or rejection of a PO term (in which event the original PO shall be deemed amended and resubmitted for acceptance).

**3. Modifications to Products On Order**

- 3.1 The Customer acknowledges that, consistent with industry practice, the Company may elect to make reasonable changes or modifications to the specifications, design or other element of a Product, while an accepted PO is being processed. The Customer shall accept delivery of any such Product, as so modified or changed, and the Product shall be deemed to be a standard Product conforming with the PO.
- 3.2 The Company will use its good faith efforts to give Customers advance notice of any planned change or modification to Products. It shall collaborate with Customers to extent it deems necessary to insure a reasonable market introduction and acclimation to the changes or modifications that are effectuated.
- 3.3 In no event will the Company be required to upgrade any Product that has been delivered before a change or modification to an element thereof has been adopted.
- 3.4 The Company reserves the right to discontinue or cease to offer any Product type, at its option and in its discretion, provided that the Company shall perform under previously accepted but unfilled POs in accordance with their terms and these GT&C notwithstanding the Company's determination to discontinue or cease to offer the Product type prospectively.

**4. Payments**

- 4.1 The Customer shall pay the balance of the purchase price for the Products, after crediting the Down Payment, promptly upon its receipt of the Company's notification that the Products on order are ready for shipment. The Products shall be shipped upon receipt of payment in full from the Customer. Timely payment is of the essence. If the Customer does not remit the entire amount due for the ready-to-ship Products within ten (10) days after receipt of the corresponding notification, then the Company shall be entitled to treat the PO as terminated as a result of the Customer's failure to perform. In such event, the Customer acknowledges that it would be extremely difficult and impractical to assess actual damages suffered by the Company. Consequently, the Company shall be entitled to retain the Down Payment as liquidated damages, not a penalty, representing a valid and final estimate of actual damages, including but not limited to lost production capacity, resulting from such breach of these GT&C.
- 4.2 In the event that with respect to any PO the Company has agreed to payment terms that provide for the remittance of any portion of the purchase price after shipment, then any amount that is not paid when due shall bear interest accruing

at the rate of one and a half percent (1.5%) per month, from the due date until the payment date. If such default rate exceeds the highest allowed rate under State law, then it shall be deemed decreased as necessary to comply with law.

- 4.3 Any discount, credit, allowance or other deduction from the purchase price must be expressly confirmed by the Company in writing. Prices quoted in a currency other than Unites States Dollars are based on the exchange rate on the date of the quote, as announced in the Wall Street Journal (New York edition). Prices will be invoiced on the basis of the currency exchange rate in effect on the date of confirmation of a PO.
- 4.4 The Customer shall not assert any setoff right against the purchase price of Products unless the Customer seeks to enforce a binding non-appealable judicial order, or we have acknowledged the validity of the setoff in writing.
- 4.5 The Customer shall make all payments due hereunder by good check or wire or electronic transfer to the bank account designated by the Company, and it shall indemnify the Company for any collection costs incurred as a result of the Customer's failure to make timely payments, including but not limited to reasonable legal fees. Payments shall be considered completed only to the extent the Company can freely dispose of the funds at its bank.

**5. Delivery Terms.**

- 5.1 The delivery terms applicable to all Products subject to an accepted PO shall be as follows:
  - For shipments to addresses within any of the 50 States of the United States of America: FOB (our designated point of origin), on a freight collect basis.
  - For shipments to addresses outside of the USA: Ex Works (our designated delivery point).
  - For purposes of this Section 5.1, the designated point of origin or delivery, as the case may be, shall be as agreed by the parties and memorialized in the Pro Forma.FOB and Ex Works shall have the meaning assigned to such terms in the INCOTERMS 2010, or such later version of the INCOTERMS as may be published.
- 5.2 Shipping and insurance costs are not included in any

quote by the Company, it being acknowledged that such costs will vary based on the individual shipment. The purchase price quoted shall also not include sales or like taxes, customs, duties (including, but not limited to import duties), and all other charges and taxes levied or imposed with respect to the sale and delivery of the Products. If any such tax or charge is required to be collected by the seller, including by way of example sales taxes, the amount thereof will be added to the amount payable by the Customer upon receipt of the ready-to-ship notification

5.3 The Customer shall be responsible for clearance of customs in the United States and the country of destination, and for the payment of all duties and other charges that may be due. If the Products transit through any territory in which customs must also be cleared, then the Customer shall likewise be responsible for all necessary steps to comply with applicable procedures and for payment of all duties or other charges that may be imposed in the intermediary jurisdiction. The Customer shall at all times strictly comply with all of export and import laws, including but not limited to any licensing requirements, that may apply to the delivery of the Products.

**6. Delivery Time; Partial Delivery.**

6.1 The normal delivery lead time for Products subject to an accepted PO is between four to six weeks after the date of receipt of the Down Payment. It is possible, however, that inventory shortages or production capacity shortfalls may prolong the delivery lead time. The Company will be entitled to allocate production capacity in its discretion, and delivery times should be treated as estimates that are not guaranteed, and they may be subject to changes based on the individual facts and circumstances of each order.

6.2 The Company will use commercially reasonable efforts to deliver Products as close as reasonably possible to the applicable estimated dates. However, the Company shall in no event be responsible for delays in delivery, nor shall it be liable for any losses, expenses, or damages that may be resulting therefrom, or for shipment costs of carriers that may accelerate the delivery time for Products.

6.3 Customer agrees that partial shipments shall be permitted and that the Company may invoice each shipment separately.

**7. Sale to End-Users Only; Excluded Industries; Intellectual Property; Representations and Warranties.**

7.1 The Customer may sell Products only to end-users purchasing it in the ordinary course of business. The

Customer shall not otherwise sell, distribute or lease the Products, nor shall it export any Products, without our prior written approval and, if required, applicable regulatory approvals. In particular, the Customer shall not transfer any Products, whether or not for consideration, to any person, entity or governmental agency or body identified by the U.S. government or by any applicable Federal, State or local law or regulation as being prohibited from acquiring Products or any of their components. The Customer shall not, and it shall cause all purchasers of the Products not to, offer, advertise, market, promote, sell, distribute, license, or otherwise make any Products available to any person or entity engaged in a business involving in any way nuclear and/or power generation activities (“**Excluded Activities**”), and the Customer shall be responsible for any Loss (as defined in Section 9.2) arising from the use of any Product in connection with an Excluded Activity if the Products at issue originated (directly or indirectly through intermediate transferees) from the Customer. The Customer shall defend, indemnify and hold the Company harmless from or against any and all claims, demands or causes of action arising from Customer’s breach of this Section 7.1.

7.2 Customer acknowledges that the Company owns and shall, at all times (including after the sale of the Products), retain all right, title and interest in and to the intellectual property incorporated in or otherwise associated with the Products including but not limited to patents, trademarks, copyrights, trade secrets, proprietary technology including programs, software, source code, code listings, software documentation, maintenance data, methods, technical information, algorithms, analysis and/or know-how used or contemplated in connection with the Company’s Products (the “**Company IP**”). The Customer or any of its Authorized Personnel (as defined in Section 13 below), shall not, directly or indirectly, open or disassemble any system embodied within the Product that is not bare or access to which is otherwise interdicted, and/or, directly or indirectly, copy, reverse engineer, deconstruct, or otherwise decompile any of the Products, manufacture, license for manufacture or any other commercial exploitation, market, distribute, sell, patent, trademark, attempt to or file

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for patent or trademark protection, or claim any right to any of the Company IP, in the United States or any other jurisdiction. The Customer acknowledges and agrees that this Section 7.2 shall apply to, and that the Company IP includes all right, title and interest in and to, the Company's phased array ultrasonic and/or multi-channel ultrasonic electronic modules, hardware and software, in any jurisdiction worldwide.

7.3 Any software embodied within Products shall be deemed Company IP and be governed by separate license agreement(s) which will be furnished to the Customer at the time of delivery (or such other times as may be fixed in the Company's normal course of business). Neither title to the software, nor any proprietary rights or usage rights associated with the software other than those set forth in the applicable license that may be associated with the software, shall be transferred to the Customer. The software comprises proprietary information and technology of the Company, and the Customer is required to adhere to the nondisclosure obligations set forth herein and in the aforementioned license agreement(s).

7.4 During a period of five (5) years as of the delivery date of the Products pursuant to these GT&C, Customer shall permit an authorized representative of the Company, upon reasonable prior notice, to inspect the Products (whether in Customer's or end-user's facilities) in order to verify compliance with the provisions of this Section 7. Customer undertakes to use its best efforts to ensure compliance with the foregoing by all Authorized Personnel (as defined in Section 13 below) including its end-users.

7.5 The Customer represents and warrants as follows:

- (a) The Customer is a valid legal entity duly formed and existing in good standing under the laws of [REDACTED], with the legal capacity to enter into binding agreements. The corporate registration documents delivered by the Customer to the Company are true and accurate in all respects, and they evidence the legal existence and good standing of the Company.
- (b) The Customer has taken all internal company action to authorize the execution and performance of these GT&C, and the signature hereof by Mr. [REDACTED] is binding the Customer to the obligations set forth in these GT&C.
- (c) The Customer has not collaborated or colluded

with any competitor of the Company or other person or entity, with a view to copying, selling, licensing, marketing or distributing by any means the Product or any Company IP, nor the Customer have any intention to engage in any such collaboration or collusion. The Customer is entering into these GT&C in order to resell the Product to end-users in the normal course of business. The Customer is familiar with the general market for the Product, the businesses and individual customers to whom the Product is marketed, and the Customer is entering into these GT&C so as to engage in business activities consistent with the ordinary course of business activities of the buyers and licensees of the Company's products in the marketplace, and it has no intention to compete with the Company or to misappropriate any Company IP through copying, disassembling, or reselling in any manner other than as permitted herein.

7.6 The Customer acknowledges that the provisions of this Section 7 are essential inducements to the Company's agreement to establish a supply arrangement with the Customer and any breach thereof by Customer or any of its Authorized Personnel will cause irreparable harm that may not be remedied by a monetary damages award. The Customer further acknowledges that any material breach of this Section 7 would cause severe actual and consequential damages to the Company, including but not limited to loss of market share to competitors (who may, for example, secure access to the Company's IP and misappropriate its use so as to compete and enable others to compete with the Company), loss of goodwill, lost sales, and reputational prejudice. Further, the Customers acknowledges and agrees that the precise amount of damages following any breach of this Section 7 or Section 12 below (*Confidentiality*) is extremely difficult or impracticable to calculate, and therefore, the Customer agrees that if Customer (including any of its owners, officers, agents and representatives) breaches any provision under Sections 7 or 12 to

these GT&C, the Company shall be entitled to receive from Customer and the Personal Guarantor (as defined below), jointly and severally, not as a penalty, but as liquidated damages, the sum \$2,000,000 for each discrete core of operative facts that constitutes a breach of Sections 7 or 12 (i.e such amount shall be due at the time when the breach is committed and it will be the single payment of liquidated damages due for the breach at issue whether or not it continues). The payment of liquidated damages shall be without prejudice to Customer's right to seek equitable relief as provided herein. If and to the extent allowed under the applicable rules of procedure, and in particular with respect to continuing breaches, the Company shall have the right to make an election of remedies and choose actual damages over liquidated damages (and vice versa) or, at its option, seek supplemental awards of damages to compensate for the Company's actual loss over the liquidated damages herein specified. Without prejudice to any remedy at law that it may have, therefore, the Company shall be entitled to obtain an injunction, a temporary restraining order or other equitable relief to prevent or enjoin any actual or threatened breach of this Section 7.

**8. Warranty; Defective or Non-conforming Products.**

8.1 The Products are covered by a general Company Limited Warranty upon the terms and subject to the conditions applicable at the time of delivery (the "**Limited Warranty**"), a copy of which shall be delivered to the Customer at that time. This Limited Warranty extends to the original Customer only and is non-transferable to any third party including Customer's clients. The Company reserves the right to modify the terms of the Limited Warranty, provided that such modification shall not affect Products subject to an accepted PO.

8.2 OTHER THAN THE LIMITED WARRANTY PROVIDED ABOVE, ALL PRODUCTS ARE SOLD "AS-IS."

The Company expressly disclaims any warranty other than the Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose provided for by the UCC, and any other warranty that may be disclaimed under applicable law. Any claim based on any warranty other than the Limited Warranty shall be invalid and without basis, and in any proceeding to enforce it the claim shall be dismissed with prejudice upon simple motion to dismiss for failure to state a claim or like procedural device.

8.3 Upon delivery, the Customer shall inspect the Products for quantity, conformity and defects. Customer shall give the

Company written notice regarding any shortages, non-conforming or defective Products not later than ten days after receipt of the associated shipment.

8.4 The Company shall investigate the Customer's claim, and the parties shall work collaboratively to process the claim and find a mutually acceptable resolution consistent with the terms hereof.

**9. Limitation of Liability**

9.1 THE PROVISIONS OF THESE GT&C ALLOCATE THE RISKS BETWEEN THE COMPANY AND THE CUSTOMER, PRICING CHARGED BY THE COMPANY REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, THE COMPANY WOULD NOT HAVE ENTERED INTO A SUPPLY ARRANGEMENT WITH THE CUSTOMER OR AGREED TO SELL AND DELIVER PRODUCTS ON THE CONDITIONS HEREOF.

9.2 The Company shall in no event be liable for any loss, injury death, or damages of any kind ("**Losses**") resulting from the use, integration, licensing, or other application by the Customer of any Products purchased from the Company. Without limiting the generality of the foregoing, the Company shall not be liable for any use of a Product in conjunction with other products, for any equipment, part or component added to a Product, for any modification, refitting, adaptation, alteration or other change to the Product as delivered and manufactured by the Company, for any use of a Product by the Customer or Customer's clients to render services or to perform other business activities of the Customer, for any negligent use of a Product or use that otherwise falls below norms or standards of conduct applicable in the circumstances or (including but not limited to failure to properly train or supervise employees or other person using Products), for any designs or other adjustment to a standard version of such Product made by the Company to fit the Customers' needs, for misuse, abuse, neglect, or accident in storage, handling, installation, application, or use of the Product, including without limitation any Loss resulted from the manner in which the Customer or anyone other than the Company has handled the bare modules, or

from misinterpretation of the Products' features and specifications, or any alteration, repair, derivation, upgrade, or modification of any kind conducted in connection with the Product by the Customer or any one acting within its control or in concert with the Customer, or as a direct or indirect transferee of the Customer, as well as for infringement of any third party intellectual property right in connection with the use of Products, and any other act or omission by the Customer or persons under its control. The Customer shall indemnify and hold the Company, and the Company's directors, officers, employees, agents, and other affiliates, harmless from and against any such Loss, as well as any Loss that may arise as a result of from a breach of any covenant, representation or warranty made hereunder by the Customer.

- 9.3 The Company shall not be liable for any consequential, indirect, punitive or other special damages, including but not limited to damages arising out of losses of profits, revenue or goodwill, that may be incurred by the Customer or any third party affiliated with the Customer (including without limitation its clients), in any action, whether in contract, tort, or otherwise, even if the Company was advised of the possibility of such damages.
- 9.4 The Company shall in no event be liable for Losses associated with any Product that are in excess of the purchase price thereof as set forth in the applicable PO.

10. **Force majeure.** We shall not be liable to Customer or any other person for any failure or delay in the performance of any obligation in connection with a PO and/or these GT&C due to unforeseen or unavoidable events beyond our reasonable control, including, but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, transportation embargoes or delays, breakdown in machinery or equipment, acts of an enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failures or delays of energy, materials, supplies or equipment, and acts or regulations or priorities of the federal, state or local governments. The foregoing shall also apply if such circumstances occur in connection with our suppliers or sub-contractors or during an existing delay in performance.

When the event operating to excuse performance by either party shall cease, performance shall resume until all contractually required Products have been completed. Notwithstanding the foregoing, if the delay in performance pursuant to this Section 10 is not merely temporary, both

parties shall be entitled to terminate the PO without incurring any liability of any kind by providing the other party with a twenty (20) days prior notice, provided however that the relevant event operating to excuse performance has not yet ceased upon the expiration of such twenty (20) days period.

11. **Passage of Risk.**

The risk of loss passes from us to the Customer upon our delivery of the Products to the carrier (or the Customer or an agent of the Customer other than the carrier, as the case may be) at the point stipulated under the applicable INCOTERMS as the time and place where risk of loss is transferred. The parties acknowledge that, unless otherwise agreed to in writing, the point of delivery shall be as designated in the applicable Pro Forma. Notwithstanding the transfer of the risk of loss and physical possession of the Products to the Customer, if the Company shall have extended payment terms to the Customer allowing the Customer to pay the purchase price of such Products after shipment, then the Company shall retain sole and exclusive title to the Products shipped until payment in full has been received. The Customer hereby grants a security interest to the Company with respect to any such Products, in consideration of and as an express condition to extending payment terms beyond shipment. The Customer hereby further gives the power of attorney authorizing the Company to file a UCC-1 financing statement in the public records of the state and/or county of delivery to perfect that security interest, as the Company may deem necessary in its sole discretion, and the Customer shall insure that no superior security interest is granted to any third party until payment in full has been made.

12. **Confidentiality.** It is acknowledged that, in connection with the supply arrangement and business relationship hereby contemplated, each party may have access or obtain certain Confidential and Proprietary Information (as defined below) of the other party. Each party undertakes that without the prior written approval of the other party, or as explicitly permitted hereunder, it shall not use or disclose, any such Confidential and Proprietary Information to any third party except its employees or consultants on a

need-to-know basis and following their undertaking to abide by confidentiality obligations consistent with those set forth herein (and provided that such party shall remain fully liable for any breach by such employees or consultants).

At all times, the receiving party shall take such steps as may be reasonably necessary to prevent disclosure of the other party's Confidential and Proprietary Information to third parties, and shall afford at least the same level of security as is afforded to the receiving party's own confidential information.

“**Confidential and Proprietary Information**” shall mean any nonpublic information regarding the respective parties' business, operations and business plans, pricing, suppliers, products, financial information, relationship of the parties herein (including the terms of these GT&C, or any issued PO) and all intellectual property rights, trade secrets developed in conjunction thereof, including information concerning the Company IP and/or know how used or contemplated to be used in connection with the business or Products.

Each party herein undertakes to immediately notify the other party of any suspected security breach or disclosure of any Confidential Information.

13. **Assumption of Liability; Bankruptcy.** Customer shall use its best efforts to ensure compliance with the provisions of Sections 7 (“*Sale to End-Users Only; Excluded Industries; Intellectual Property; Representations and Warranties*”), and 12 (“*confidentiality*”), and together with Section 7, the “**IP and Confidentiality Obligations**”) by its employees (including affiliate companies' employees and officers), officers, professionals, agents, clients, partners and/or end-users who have access to the Products as a result of working for or with the Customer (collectively, the “**Authorized Personnel**”), and shall be responsible for any breach hereof by any Authorized Personnel.

Without derogating from the generality of the foregoing, Customer acknowledges that the occurrence of any of the following events shall not in any way enable Customer or any of its Authorized Personnel to avoid strict compliance with any of the terms and conditions herein, and the Personal Guarantor (as defined below) undertakes to continue to personally secure compliance with the Secured Obligations (as defined below) upon and after the occurrence of any of the following:

- a) Customer files bankruptcy or is adjudicated a bankruptcy;

- b) Customer is not in good standing or otherwise breaches any representation under Section 7.5 above;
- c) Customer becomes insolvent;
- d) A receiver is appointed for all or a portion of Customer's property;
- e) Customer shall make a general assignment for the benefit of its creditors.

14. **Personal Guarantee; Security.** [REDACTED] (the “**Personal Guarantor**”) hereby unconditionally, absolutely and irrevocably guarantees to the Company the full performance of all of the obligations of the Customer and its Authorized Personnel in connection with the IP and Confidentiality Obligations, as well as the Customer's obligations to make full and timely payment pursuant to Section 4 and to indemnify the Company for Loss pursuant to Section 9 above (collectively, the “**Secured Obligations**”)

The Personal Guarantor shall pay, reimburse, and indemnify the Company for any and all damages including reasonable attorneys' fees, court costs, and finance or interest charges arising or resulting from the failure of the Company or any of its Authorized Personnel to observe any of the Secured Obligations. The liability of the Personal Guarantor pursuant to this Section 14 is direct, immediate, absolute, continuing, unconditional, and unlimited upon any breach of the Secured Obligations, and is binding upon the Personal Guarantor and his successors and assigns and shall ensure to the benefit of the Company and its successors and assigns.

The guaranty hereby granted shall be deemed to be a joint and several guarantee of the Secured Obligations, and the Company shall not be obligated to exhaust its rights against the Customer before enforcing the guarantee. To further secure compliance with the Secured Obligations, the Customer and the Personal Guarantor hereby grant to the Company a first priority security interest in all of the Products delivered to the Customer, all of the accounts receivable of the Customer arising on account of its sale of the Products, including but not limited to any modified or upgraded version thereof, and any equity interest, shares of stock, or other security of the Company held by the Personal Guarantor, beneficially or of record, with the right

to offset any indemnifiable amount. In the event that Customer and the Personal Guarantor fail to indemnify the Company for any Loss incurred as a result of the Customer's breach of a Secured Obligation, upon receipt of the first written demand for such indemnification from the Company, then the Company shall have the right to enforce its security interest and levy on all collateral thereby secured. The Customer and the Personal Guarantor shall, upon requested by the Company take such action and execute and deliver such documents, and take such actions (including filings of recordations of the security interest hereby granted or delivery of share certificates or other instruments evidencing rights to the collateral, as the Company may deem necessary or desirable to formalize the security interest granted hereunder and secure its first priority status.

15. **Miscellaneous.**

15.1 **Entire Agreement and Amendment.** These GT&C, together with the PO, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings between the parties, and may not be amended or modified, except in writing signed by both parties hereto.

15.2 **Severability.** If any provision or any portion of any provision of these GT&C shall be construed to be illegal, invalid, or unenforceable, such shall be deemed stricken and deleted from these GT&C to the same extent and effect as if it were never incorporated herein, but all other provisions of these GT&C and the remaining portion of any provision which is illegal, invalid or unenforceable in part shall continue in full force and effect.

15.3 **Construction and Jurisdiction.** These GT&C and any PO or any matter related thereto shall be construed and enforced under the laws of the State of Ohio, USA, including the Uniform Commercial Code ("UCC"). The Convention on the International Sales of Goods shall not apply. In connection with any disputes arising from these GT&C or any PO. The parties hereby consent to the exclusive jurisdiction and the convenience of the Court of Common Pleas of Hamilton County, Ohio, and agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them. However, notwithstanding the foregoing we shall also be entitled to bring any action against the Customer at its place of jurisdiction as determined by the general law.

15.4 For any and all disputes and controversies arising from, connected with, or relating to these General Sales

Conditions, any quote issued by Company, or any PO issued by Customer, including relating to their construction, meaning, performance or effect or any breach thereof (collectively "**Disputes**"), the parties agree that prior to initiating formal court procedures, the parties will first attempt to resolve any Dispute directly through good faith negotiations. Either party may deliver to the other a written notice requiring negotiation of the Dispute ("**Notice to Negotiate**"). The parties will seek to resolve Disputes through negotiations, but may escalate the resolution of any Dispute internally as necessary or appropriate at the executive level. If the Dispute has not been resolved within thirty (30) days after the delivery of a Notice to Negotiate, either party may seek:

- i. Interim measure of protection, including injunctive relief, and
- ii. Final resolution, from the Hamilton County, Ohio, USA Court of Common Pleas, and all courts competent to hear appeals therefrom, for that purpose.

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**Personal Guaranty**

The undersigned, being the Personal Guarantor pursuant to Section 14 above, hereby agrees to personally guarantee the timely and complete performance of the Secured Obligations, as further detailed in Section 14 above.

The undersigned hereby agrees that, with or without notice or demand, the undersigned shall reimburse the Company, for all damages and expenses (including counsel fees) incurred by the Company in connection with any breach of the Secured Obligations by the Customer or any of its Authorized Personnel.

This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Company and the Customer. The undersigned hereby waives (a) notice of acceptance of this guaranty; (b) any presentment and demand for payment of any indebtedness of the Customer; (c) the defense of failure of consideration; (d) any other notice or defense to which the undersigned might otherwise be entitled to.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of Ohio and shall be in all respects governed,



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construed, applied and enforced in accordance with the laws of Ohio. The provisions of Section 15.3 are hereby incorporated in this guaranty by reference.

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Customer Print Name

\_\_\_\_\_

Customer title

\_\_\_\_\_

Customer Address

Dated: \_\_\_\_\_

\_\_\_\_\_

Guarantor Signature

\_\_\_\_\_

Guarantor Print Name

\_\_\_\_\_

Guarantor Title

\_\_\_\_\_

Guarantor Address

Dated: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name and Signature

Dated: \_\_\_\_\_