

KUNDINGER, INC.
MASTER TERMS AND CONDITIONS AGREEMENT

THIS MASTER TERMS AND CONDITIONS AGREEMENT (this "**Agreement**") shall apply to any and all transactions, contracts, agreements, purchases, orders, quotations, offers, and all business dealings whatsoever involving Kunding, Inc., a Michigan corporation ("**Kunding**").

RECITALS:

WHEREAS, Kunding is in the business of selling and distributing equipment, supplies, systems, materials, and other goods manufactured by third-parties, as well as designing, engineering, manufacturing, and producing equipment, supplies, systems, materials, and other goods for its customers and clients (the "**Goods**") and providing design, engineering, kitting, vendor managed inventory, sourcing, training, and other services related to and unrelated to such Goods (the "**Services**");

WHEREAS, customers and clients purchase Goods and Services from Kunding for use in their respective businesses and operations without intent to resell; such customers are collectively and individually referred to herein as "**Buyer**"; and

WHEREAS, Kunding desires to sell to Buyer, and Buyer desires to purchase from Kunding, certain Goods and Services subject to the terms and conditions set forth in this Agreement. Kunding and Buyer are referred to herein as a Party or jointly as Parties.

NOW, THEREFORE, in consideration of the mutual warranties, representations, and promises contained in this Agreement and intending to be legally bound, the Parties agree as follows:

1. **Recitals.** The above-recitals are incorporated herein by reference.
2. **Purchase Orders.** Buyer and Kunding shall execute purchase orders, contracts, agreements, transaction documents, quotations, communications, and documents that memorialize their business dealings, which shall require the written agreement from Kunding which shall customarily be in the form of an acknowledgement (individually and collectively, a "**Purchase Order**" or "**Purchase Orders**") in such form and manner as may be mutually agreed between Buyer and Kunding. By doing business with Kunding and engaging Kunding pursuant to the Purchase Order, Buyer submits to and agrees to the terms and conditions of this Agreement, regardless of whether Buyer has executed a signed Purchase Order; i.e., a reference within the Purchase Order to this Agreement shall be considered binding upon Buyer. In the case of a conflict between this Agreement and the terms of any Purchase Order or a document pertaining to a Purchase Order, Goods, Services, and/or whatsoever related to Kunding, the terms and conditions of this Agreement shall prevail. If Buyer submits additional and/or different terms to Kunding in connection with any of the foregoing, Kunding's subsequent fulfillment shall not be construed as acceptance of such additional and/or different terms, nor shall Kunding's subsequent performance be construed as an acceptance of any provision of the Uniform Commercial Code in favor of Buyer or any term that is contrary to this Agreement. All sales and provision of Goods and/or Services by Kunding are conditioned upon and subject to Buyer's acceptance of this Agreement and all terms and conditions herein, which are incorporated into every Purchase Order, whether verbal or written. No modification of this Agreement shall be binding upon Kunding (regardless of form, situation, or circumstance, express or implied), unless in writing and signed by an authorized agent of Kunding. Buyer waives any claims or defenses regarding enforceability, applicability, or unconscionability of this Agreement.
3. **Prices and Payment.**
 - a. The prices for Goods or Services shall be set forth in the Purchase Order, except that upon ten (10) days advance written notice to Buyer, Kunding shall have the unilateral right to increase the price(s) for the Goods and/or delivery/shipping charges based on unforeseen circumstances at the time of execution of the Purchase Order (including but not limited to changes in material costs and labor market conditions). Standard delivery charges

are included except as set forth in the Purchase Order; any rush processing or delivery shall be subject to Kunding's rate as of the date of delivery.

b. The prices for Goods or Services ordered by Buyer but not identified on a Purchase Order shall be billed at Kunding's price as of the date of delivery of the Goods or Services.

c. Payment terms are net 30 days from the date of Kunding's invoices unless otherwise agreed upon in writing by Kunding. Unpaid invoices shall accrue interest at the rate of 1% per month. Buyer shall be responsible for all costs of collection, including actual attorneys' fees.

d. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to Kunding, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Kunding, whether relating to Kunding's breach or non-performance of this Agreement or any other agreement between Buyer and Kunding.

4. Limited Warranty, Limitation on Damages, and Exclusive Remedy.

a. Title. Kunding warrants that, upon delivery, it will convey to Buyer marketable title to any Goods free and clear of any liens or encumbrances.

b. Goods. Unless specifically defined in a Purchase Order, Buyer acknowledges that Kunding is not the manufacturer of the Goods and makes no warranty of any kind except as set forth herein. Kunding shall use its best reasonable efforts to obtain from its suppliers, vendors or manufacturers, for the benefit of both Kunding and Buyer, such warranties against defects as are normally offered for such Goods. Kunding will assist Buyer in the process of filing and pursuing any warranty claims with the third-party supplier, vendor or manufacturer, but it does not make any warranty or representation whether or not such a manufacturer or Kunding warranty exists and/or if the same is sufficient or adequate or if the Goods are fit for any purpose, express or implied. The Goods were selected solely by Buyer for its intended purposes without reliance on any statement, warranty, or representation of Kunding, the same being disclaimed and waived.

c. Delivery and Acceptance. The Goods shall be delivered as set forth in the Purchase Order or within a reasonable time thereafter. Kunding shall not be liable for any delays, loss, or damage in transit. Buyer shall be deemed to have accepted the Goods unless Buyer rejects the same within ten (10) days after delivery to Buyer. Kunding may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement. If for any reason Buyer fails to accept delivery of any of the Goods, or if Kunding is unable to deliver the Goods because Buyer has not provided appropriate instructions, documents, facilities, arrangements, or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Kunding, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

d. Remedies for Goods. Buyer's exclusive remedy with respect to any Goods that it believes to be, and Kunding reasonably determines to be, not in conformity with any applicable warranties set forth herein, shall be, at Kunding's election, the repair of the Good(s), replacement of the Good(s), refund of a portion of the purchase price of any such non-conforming Good(s), or using its best reasonable efforts to obtain from its suppliers, vendors or manufacturers, for the benefit of both Kunding and Buyer, such warranties as are normally offered for such Good(s) provided that such remedies shall only be available for one (1) year from the date of delivery to Buyer. With respect to any shortage in the number and type of Goods delivered in comparison with the number and type ordered, Buyer's exclusive remedy shall be Kunding's prompt shipment of the number and type of Goods ordered or the refund of a pro rata portion of the purchase price, at Kunding's discretion. This Section sets forth Buyer's sole and exclusive remedy against Kunding with respect to any defective or non-conforming Goods or any shortages, and Buyer expressly waives any and all other applicable rights and remedies with respect to non-conforming Goods whether arising at law, in equity, or otherwise.

e. Services. Kunding er warrants that any Services will be performed in a competent manner and in accordance with industry standards. Buyer shall be deemed to have accepted the Services unless Buyer rejects the same within ten (10) days of delivery to Buyer.

f. Remedies for Services. Buyer must notify Kunding er, within ten (10) days after Kunding er's performance of any Service, if Buyer believes that such Service does not conform to the applicable warranties set forth herein. If Kunding er reasonably determines that such Service is non-conforming, Kunding er shall, at Kunding er's election, either re-perform such Service or refund the purchase price of the non-conforming Services. This Section sets forth Buyer's sole and exclusive remedy against Supplier with respect to any non-conforming Services, and Buyer expressly waives any and all other applicable rights and remedies with respect to non-conforming Services whether arising at law, in equity, or otherwise.

g. Disclaimer. EXCEPT FOR THE FOREGOING, KUNDINGER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, AND THE WARRANTY AGAINST REDHIBITORY DEFECTS. WITH REGARD TO GOODS PURCHASED BY BUYER PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, KUNDINGER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES THAT GOODS WILL CONFORM TO SPECIFICATIONS, DESIGNS OR SAMPLES AND WARRANTIES AGAINST PATENT, COPYRIGHT, TRADEMARK, AND ANY OTHER TYPES OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT UNDER THE LAWS OF ANY NATION. BUYER SHALL HAVE NO RIGHTS OR REMEDIES UNDER THIS AGREEMENT AND EXPRESSLY WAIVES AND RELEASES THE SAME UNLESS BUYER HAS PAID KUNDINGER ALL SUMS OWED AT ANY TIME.

h. Third Party Product Disclaimer. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. For the avoidance of doubt, KUNDINGER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

i. Exclusion. Notwithstanding whatever may be stated elsewhere in this Agreement, (i) Buyer shall defend and indemnify Kunding er; and (ii) the above-referenced warranties do not apply and are specifically excluded, waived, and disclaimed if the Goods or Supplies have:

- i. been used in a way that is inconsistent with the capacity, purposes, instructions, guides, or specifications for the Goods or Services;
- ii. been subjected to damage, abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Kunding er or the manufacturer of the Goods;
- iii. been reconstructed, repaired or altered by persons other than Kunding er or an authorized representative approved by the manufacturer;
- iv. been used with any third-party product, hardware or material that has not been previously approved in writing by Kunding er; or
- v. been transferred to or allowed to be used by a third-party.

j. Limitation on Damages Against Kunding er. In no event will Kunding er be liable to Buyer for any special, consequential, indirect, exemplary or incidental damages arising from any claim relating to this Agreement, a Purchase Order, or the subject matter hereof, whether such claim is based on warranty, contract, tort

(including negligence or strict liability), or any other legal theory. Kunding's maximum liability, whether such liability is claimed as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, pursuant to or in connection with any and all claims arising under this Agreement or Purchase Order, shall not exceed the purchase price paid for the Goods or Services giving rise to the claim.

k. No Limitation on Damages Against Buyer. Under the circumstances and considering the remedies available to Buyer, the pricing and terms offered by Kunding to Buyer, and other good and valuable consideration provided to Buyer from Kunding, Buyer agrees that it shall be liable to Kunding for any direct, special, consequential, indirect, exemplary, lost profits, and incidental damages arising from any claim against Buyer whatsoever relating to this Agreement, a Purchase Order, or the subject matter hereof, whether such claim is based on contract, tort, or any other legal, statutory, or equitable theory; Buyer's liability is unlimited, and Kunding shall be entitled to recover its attorney fees and all costs of collection, plus interest on all sums owed at the rate of One Percent (1%) per annum. Kunding may exercise any of its rights or remedies against Buyer that it may have at law or in equity, including without limitation, an action for specific performance (without the necessity of proving irreparable harm or posting any security), to sue for damages, to cancel future Purchase Orders involving Buyer without recourse against Kunding (whether partially performed, executory, or not), to set off any sums owed to Buyer, to take action whatsoever deemed appropriate in Kunding's discretion to mitigate damages, and proceed under the Uniform Commercial Code.

5. Product Returns, Substitutions, and Cancellation. Buyer may not return Goods or Services or cancel a Purchase Order, except with Kunding's prior written permission approving the requested return or cancellation, as applicable. Kunding, at its commercially reasonable discretion, may cancel a Purchase Order or provide substitute Goods or Services without Buyer having recourse against Kunding; in the case of cancellation by Kunding, Kunding may elect to refund all or a portion of any payments received from Buyer at its discretion; in the case of substitution of Goods or Services by Kunding, Buyer automatically agrees to pay any additional purchase price, costs, expenses, and fees related thereto without written change order or amendment to this Agreement or the Purchase Order(s).

6. Law, Severability, Entire Agreement, and Venue. This Agreement contains the entire agreement of the Parties and there are no promises or conditions other than this Agreement and Purchase Order(s), oral or written. This Agreement supersedes any prior agreement(s) between the Parties regarding the terms and conditions herein, oral or written. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement shall be contrary to the laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement; in such case, this Agreement shall be deemed to be modified and amended so as to comply with applicable law and this Agreement shall then be construed and enforced in such a way as will best serve the intention of the parties at the time of execution of this Agreement. The parties agree that if any dispute arises, the parties shall be required to attend mediation in good faith. If not successfully mediated, the parties agree that all disputes shall be resolved through litigation with the Circuit Courts of Winnebago County, State of Wisconsin having exclusive jurisdiction and venue.

7. Force Majeure. Kunding shall not be liable for any delay in or impairment of performance resulting in whole or part from acts of God, severe weather conditions, supply chain interruption, material or part unavailability or cost increases, interruption of utility services not the fault of such party, acts of any unit of government or governmental agency, or any other similar unforeseen circumstances.

8. Notice. Any notice required or otherwise made hereunder shall be deemed effective if sent to the Parties' last known mailing address with a carbon copy to the Parties' last known email address (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

9. Reservation Of Title; Security Interest. Title to the Goods and risk of loss or damage shall pass from Kunding to Buyer upon delivery to Buyer or the carrier, as applicable (whichever occurs first). Buyer hereby grants Kunding a purchase money security interest in the Goods which shall remain in place until the payment of the total Purchase Price and any fees and amounts due Kunding have been received by Kunding. Buyer authorizes Kunding to file a UCC financing statement describing the collateral in any relevant jurisdiction. The occurrence of any of the following shall be considered an event of default by Buyer under this paragraph: (i) failure to pay any

scheduled payment, (ii) any disposition, transfer, sale, or disposal of the Goods; (iii) any material adverse change in the Good's condition, or (iv) if Buyer becomes insolvent, files for reorganization or bankruptcy, makes an assignment for benefit of creditors, if a receiver or trustee is appointed for any of Buyer's assets or any other type of insolvency proceeding or formal or informal proceeding for the dissolution, liquidation, or winding up of affairs of Buyer is commenced. Upon the occurrence of an event of default under this section, Kunding shall have all the rights of a secured party under the Uniform Commercial Code as in effect in the State of Wisconsin, including the right to collect reasonable attorney fees and any other costs incurred in exercising those rights. Upon the occurrence of an event of default under this section, without limiting Kunding's aforementioned rights, Buyer hereby grants Kunding an irrevocable license to enter upon the Good's location at a mutually agreeable time so as not to disrupt business operations, without the order of any court, to disable, disassemble, and/or remove the Goods and collateral without any obligation to repair or restore the location. Upon completion of Buyer's payment obligations under this Agreement, the security interest shall be released.

10. Indemnification. Buyer shall indemnify, defend, and hold harmless Kunding against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, relating to/arising out of or resulting from any claim of a third party or Kunding arising out of or occurring in connection with the Goods or Services purchased from Kunding or Buyer's negligence, willful misconduct, or breach of this Agreement.

11. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

12. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13. Assignment. Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Kunding. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Buyer of any of its obligations hereunder. Kunding may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior written consent.

14. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.