



General Conditions of Sale

Effective Date: September 2, 2026 · Version 5

1. General

1.1. Following Conditions of Sale apply to all goods and services ("Goods") delivered by Sentys Inc. ("Seller"). They are an intrinsic part of all legal agreements between any party ordering ("Buyer") something from Seller. All other additional and different terms and agreements objectionable to Seller are rejected and not part of this contract unless agreed to by an expressly authorized representative of Seller in writing.

1.2. Purchase conditions of Buyer are not valid for any agreement between Seller and Buyer unless stated otherwise in writing by Seller. Seller refuses implicit acceptance of Buyer's purchase conditions by confirming any order.

1.3. All conditions of this Conditions of Sale are accepted by Buyer upon the earliest of Buyer's (i) issuance of a purchase order referencing Seller's quotation, (ii) acceptance of Seller's order confirmation, or (iii) acceptance of Goods delivered by Seller or Seller's agents.

2. Offer/Confirmation

2.1. All offers and quotations are subject to change without notice unless stated otherwise. Stock items offered are subject to prior sale.

2.2. Any orders are only accepted by Seller by issuing an order confirmation. Such confirmation shall not change or have any effect on the terms and conditions herein.

2.3. In case of immediate delivery, orders are accepted by Seller by issuing appropriate invoices.

3. Documents

3.1. All specifications given in Seller's catalogs, brochures, technical data, and comparable documentation, as well as documents accompanying offers, quotations and order confirmations like pictures, drawings, measures, weights, power, dissipation figures and other details are for information purpose only and subject to change without notice unless explicitly stated otherwise.

3.2. Seller reserves the exceptional right to apply constructive changes to goods and to use different materials if necessary.

3.3. Seller reserves all copyrights and other intellectual property rights in all documents created or provided by Seller. Such documents may not be copied or disclosed to third parties, nor does Buyer acquire any right to re-fabricate any parts documented therein, without Seller's prior written consent. Seller explicitly reserves the right to claim action for damages against Buyer for any breach of this Section 3.3, including injunctive relief where monetary damages would be an inadequate remedy.

3.4. All documents and drawings attached to offers, quotations or order confirmations are subject to be sent back from Buyer to Seller on Seller's request and at Seller's cost.

4. Prices, Packaging, Insurance

4.1. Unless explicitly quoted and confirmed otherwise, all prices mentioned are EXW ("ex-works", INCOTERMS), excluding packaging, mounting, installation, taxes and duties. Packaging will be charged at Seller's reasonable costs.

4.2. Transportation to and from Buyer's applicable plant or warehouse and consular and brokers' fees shall be at Buyer's expense.

4.3. Sales Tax, District Taxes, Value Added Tax (VAT) and similar taxes are typically not collected by Seller unless required so by law.

4.4. When tasked with the transport of the goods, unless ordered otherwise, Seller is insuring Goods against normal transport risks.

5. Transfer of Risk

5.1. The risk is transferred from Seller to Buyer according to agreed terms of delivery. In case of no agreement set forth, the risk is transferred when Goods are transferred to first shipping agent acting on behalf of Buyer. This is still valid for partial shipments or if Seller is also bearing other costs like shipping costs, expedition or mounting.

5.2. If shipment of Goods is delayed resulting from causes not produced by Seller, risk is transferred with Seller's declaration of the readiness of Good's shipment.

6. Date and Time of Delivery

6.1. All information about dates of delivery is based on conditions present at the moment the information is rendered. If conditions change later Seller reserves the right to reasonably adjust dates of delivery. The beginning of the time to delivery is the day on which all necessary conditions to fulfill the order are explicitly stated, all necessary documentation is received by Seller from Buyer, all permits and other allowances

have been granted, all agreed payments have been received by Seller, and the order confirmation has been sent to the Buyer. Agreed time of delivery may be adjusted by Seller if Buyer fails to fulfill any points agreed. Any changes to the order requested by Buyer may change the time of delivery. Time of delivery is considered met if the Goods are transferred within that period to the first shipping agent acting on behalf of Buyer or Seller declares Goods' readiness for shipment to the Buyer. Partial shipments are permitted. Delivered Goods must be accepted by the Buyer within fifteen (15) days of delivery; if Buyer fails to inspect and either accept or reject the Goods within such fifteen (15) day period, the Goods shall be deemed accepted for all purposes under these Conditions of Sale, including for purposes of any payment terms expressed by reference to acceptance. Time of delivery is considered met in that case also.

6.2. If shipment of Goods is delayed at Buyer's wish or Goods are not requested on time by Buyer, Seller may store these Goods at Buyer's risk, free from any liabilities to Seller. Seller may, in this case, declare Goods as shipped and invoice appropriately. Seller may also charge actual, reasonable and verifiable storage costs.

6.3. If shipment of Goods is delayed due to reasons outside of Seller's control, such as force majeure, strike, trouble, severe faults in major parts, sabotage, unexpected delays in Seller's supply chain affecting major components, or missing governmental permits, time of delivery may be extended. If deliveries/services are suspended for six months or more, either Buyer or Seller may at its option, in writing, cancel the contract with respect to any undelivered products/services without any penalty.

7. Terms of Payment

7.1. Full and complete payment for the full invoice amount is due and payable at the offices of Sentys Inc. in San Francisco, California prior to shipment, unless otherwise specified in the order confirmation and invoice(s) issued to Buyer, which shall control over this Section 7.1 in the event of any conflict; provided, however, that where an order confirmation or invoice states payment terms by reference to acceptance (e.g., "due upon acceptance" or "net XX days after acceptance") without a fixed calendar date, such payment shall in any event be due no later than four (4) weeks after the date of delivery, regardless of when or whether Buyer inspects or formally accepts the Goods. For international sales involving a Letter of Credit, payment terms shall be as set forth in the applicable Letter of Credit and related documentary instructions, which shall likewise control over this Section 7.1 in the event of any conflict. If payments are made in other currencies, Seller's claims are settled only when currency payments are credited to Seller's account in the amount of United States Dollars (\$) charged.

7.2. Payments must be received by Seller on the day agreed without any deductions (fees etc.). All costs arising due to payments by check or similar means are borne by the Buyer.

7.3. Payments must not be held back in any case by Buyer. Claims Buyer has against Seller may not be deducted by Buyer at any time.

7.4. If payment is not received by Seller on the day agreed, both parties agree that Seller shall be entitled to interest on all sums due and owing at the rate given as "Finance Charge" in the attached Fees Table,

based on the amount owed, but not to exceed the maximum rate of interest permitted by law, and any reasonable and verifiable costs of collection, including reasonable attorney's fees. A minimum finance charge, listed as "Minimum Finance Charge" applies. In the event Seller is required to obtain legal counsel concerning collection or any other matter with regard to the goods or amounts set forth in the invoice, the prevailing party in any such action shall be entitled to a full award of all reasonable attorney's fees and costs, at all levels including appellate. Seller may then also stop any work for the Goods ordered and may adjust time of delivery.

7.5. If Seller reasonably determines that Buyer's financial condition has materially deteriorated or otherwise creates a reasonable concern regarding Buyer's ability to pay, Seller may request Buyer to furnish adequate security for Seller's performance. If Buyer fails to furnish such security within a reasonable time specified by Seller, Seller may cancel the order agreement in whole or in part and claim damages.

7.6. If delivery, assembly or installation is delayed without Seller's blame, all payment must be carried out to the dates agreed to.

7.7. Payments received from Buyer shall be applied first to accrued interest and collection costs, then to the oldest outstanding invoice, unless Seller elects otherwise in its sole discretion.

7.8. Seller may suspend performance of any current or future order, including delivery of undelivered Goods under any other order between the parties, for so long as any payment owed by Buyer to Seller remains overdue.

8. Property

8.1. All Goods remain property of Seller until all claims of Seller against Buyer have been settled. If Buyer fails to furnish payments on-time and does not cure such failure within ten (10) business days after Seller's written notice, Seller may repossess Goods, to the extent permitted by applicable law, and Buyer shall be responsible for all reasonable and verifiable costs incurred by Seller in connection with such repossession, including transportation, deinstallation, and storage costs. Exercising this privilege does not terminate the purchase contract and Buyer is still under all related obligations, including those of payment. Buyer is responsible for compliance with any government, state and local regulations in regards to property rights in this context. Buyer shall not resell, encumber, relocate outside the country of original delivery, or export or re-export any Goods in which Seller retains title under this Section 8 without Seller's prior written consent. Notwithstanding Section 5 (Transfer of Risk), title to the Goods shall not pass to Buyer until Seller has received payment in full, and Buyer's risk of loss as set forth in Section 5 shall be unaffected by Seller's retention of title under this Section 8.

8.2. Buyer shall not seize Goods as security. Buyer shall immediately notify Seller of any seizures, sequestration or confiscation of Goods from third parties.

8.3. Any claims Seller receives due to reselling or granting of usage of Goods during period of reservation of property shall be settled by Buyer without any declaration of cession. Buyer will use and work on delivered Goods without any charge for Seller. If delivered Goods are used within other Goods being not

Seller's property, Seller bears property rights equal to the proportion of value of delivered Goods' value to the value of the completed Goods at the time of delivered Goods' usage. If Buyer is the sole proprietor of the completed Goods, Buyer will grant proportional co-ownership of Seller to completed Goods. Buyer will then store these Goods for Seller without costs.

8.4. During the period of reservation of property, Buyer will insure delivered Goods against common risks like theft, fire, water, or breakage, naming Seller as loss payee to the extent of Seller's retained interest, and shall provide evidence of such insurance upon Seller's request. Seller may also insure delivered Goods at Seller's or Buyer's expense.

9. Cancellation, Hold, or STOP-Work Notices

9.1. Buyer may send Seller a cancellation, hold, stop-work, or similar notice at any time applicable to any unshipped portion of any order, and such notice will be accepted by Seller subject to the following conditions:

9.1.1. Any cancellation, hold, stop-work, or similar notice shall be treated as a cancellation notice if and when, in Seller's reasonable discretion, circumstances reasonably warrant such treatment (for example, where Buyer indicates an intent not to accept or pay for the Goods);

9.1.2. Buyer shall pay a cancellation charge specified by Seller, which shall not exceed Seller's actual and documented costs and losses reasonably incurred as a result of the cancellation, and which shall include adjustment of the billing price to Seller's established price applicable to the quantity actually delivered, and may include, among other things, all reasonable and verifiable costs, both direct and indirect, incurred and committed, including but not limited to engineering and design services, custom fabrication, and non-cancellable third-party components or subcontracts, plus a reasonable allowance for lost profit on the cancelled portion of the order; and

9.1.3. Seller will be under no further obligation with respect to filling the order to which such notice applies.

9.2. If such notice is accepted by Seller, a minimum charge applies, as is listed in the attached Fees Table as "Minimum Cancellation Charge".

10. Force Majeure

Seller shall not be under any liability whatsoever to Buyer for non-delivery or delay in delivery products/services directly or indirectly caused by unforeseen circumstances or resulting from an Act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, civil disturbance, Government Act or regulation, fire, flood, explosion, production delays, accident, theft, climatic conditions, shortage of material, strike, lockout or trade dispute (whether Seller's or another party's employees), epidemic, pandemic, or other cause beyond Seller's reasonable control. In the event of any deliveries/services being suspended or delayed on account of any such aforementioned event or circumstances the period of the contract shall be correspondingly extended or, if deliveries/services are

suspended for six months or more, either Buyer or Seller may at its option, exercisable by notice in writing, cancel the contract with respect to any undelivered products/services without liability.

11. Security Interest

Seller reserves a security interest in the products sold hereunder to secure payment of the purchase price. Buyer authorizes Seller to file UCC-1 financing statements (or equivalent filings in the applicable jurisdiction) and any other documents necessary to perfect Seller's security interest in the Goods, and Buyer shall execute any documents reasonably requested by Seller to effect such perfection.

12. Warranty Limitations

Except as expressly set forth in a manufacturer's warranty passed through to Buyer, the Goods and services provided to Buyer through Seller are provided "AS IS" and without any express or implied warranty, including without limitation any implied warranties of merchantability or fitness for a particular purpose, or product liability, to the fullest extent permitted by applicable law. Seller will use commercially reasonable efforts to pass through to Buyer any warranty extended by the manufacturer of the Goods, but the manufacturer is solely responsible for honoring such warranty and for any associated product liability.

13. Typographical Errors

In the event a product is listed or quoted at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, Seller shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Seller shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and payment has been received. If Seller has already received payment for the purchase and Buyer's order is canceled, Seller shall immediately issue a credit note or refund to Buyer in the amount of the charge, at Seller's sole discretion.

14. Buyer's Solvency

Buyer's order shall constitute a representation that Buyer is solvent, and Seller is relying upon such representation. If Seller at any time reasonably believes that Buyer is insolvent or that Buyer's credit is impaired, Buyer shall be in material breach hereof and Seller may, without liability to Buyer, withhold performance hereunder, change the payment terms including without limitation declaring all amounts to be immediately due and payable, and/or repossess products previously delivered.

15. Seller's Damages

If buyer wrongfully rejects or revokes acceptance of products/services covered hereby, or fails to make any payment when due, or repudiates this order, Seller shall have all the rights and remedies provided by law and, without limitation of the foregoing, may recover as damages, where permitted by applicable law, the price including a late payment or interest charge from due date at the rate given in the attached Fees Table as "Finance Charge" on the unpaid balance, but not to exceed the maximum rate of interest permitted by law, and any costs of collection, including reasonable attorney's fees. A minimum finance charge, listed as "Minimum Finance Charge" applies. As to all partially manufactured products, Seller may, at its option complete their manufacture, and hold Buyer responsible for their price. Upon recovery of the price in full, title to the products shall pass to Buyer, consistent with Section 8 (Property).

16. Liabilities

16.1. Any liability for personal, material or financial damages (arising from any legal grounds whatsoever) is accepted by Seller only to the extent covered by the existing insurance (third party liability insurance) taken out by Seller, except as otherwise provided in this contract for ordinary negligence, and in no event shall Seller's total aggregate liability arising out of or related to this contract exceed the total amount paid by Buyer for the Goods giving rise to the claim, whether such liability arises under this contract for a single order or, if Buyer and Seller have multiple orders outstanding, the amount paid by Buyer under the specific order giving rise to the claim. Liability for consequential damages, loss of revenue, profits, or earnings and other indirect loss or damage is excluded.

16.2. In no event shall Sentys Inc. or any of its subsidiaries or affiliates be liable for any indirect, special, incidental or consequential damages including but not limited to loss of use, loss of data, loss of business or profits. Some localities do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer.

16.3. Nothing in this Section 16 shall limit or exclude either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded under applicable law.

16.4. Any claim by Buyer arising out of or relating to this contract, regardless of legal theory, must be brought within ninety (90) days after the date of delivery of the Goods giving rise to the claim, or, if earlier, within ninety (90) days after Buyer's acceptance of the Goods pursuant to Section 6.1, and in no event later than such date, or such claim shall be permanently barred, to the extent permitted by applicable law.

17. Confidentiality

17.1. Seller and Buyer shall take all reasonable steps to prevent disclosure to third parties of confidential information with respect to Goods, either's affairs, including sales volume of Goods sold and purchased and the terms and conditions of this Agreement.

17.2. No Seller provided proprietary information may be disclosed to any other person or entity without the prior express written permission of the Seller. The proprietary information may be disclosed to employees, officers, and directors of Buyer only and to the extent such person has a need to know the proprietary information in order to fulfill his or her responsibilities on the behalf of the Buyer. The Buyer shall take all reasonable precautions to prevent any unauthorized disclosure or use of any proprietary information.

17.3. Seller retains title to all proprietary information, regardless of form, and all materials bearing Seller's copyright notice. The Buyer shall keep each and every item to which Seller retains title free and clear of all claims, liens, and encumbrances. Any act of the Buyer voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void and without effect. Seller shall indicate all information it considers as proprietary with adequate markings describing such information as proprietary information subject to these provisions.

17.4. The confidentiality obligations in this Section 17 shall survive termination or expiration of the parties' agreement for a period of five (5) years, except that obligations with respect to trade secrets shall survive for so long as such information remains a trade secret under applicable law.

18. Patents or Other Rights

The remedies set forth in this Section 18 state Buyer's exclusive remedy and Seller's sole obligation with respect to any claim of infringement of patents or other intellectual property rights.

This Section 18 shall not apply, and Seller shall have no obligation hereunder, to the extent any claim of infringement arises from (i) modification of the Goods by any party other than Seller, (ii) combination of the Goods with other products, software, or materials not supplied by Seller, or (iii) use of the Goods other than in accordance with Seller's specifications and documentation.

Seller represents that, to the best of Seller's knowledge, within the Territory, the Goods sold hereunder do not infringe any patents or any other rights of another party. Should, despite this, the Goods supplied hereunder or part thereof, at the moment of conclusion of order, infringe a third party patent already granted and published in the Territory; or if the Goods supplied expressly comprise a specific process right and the Goods infringe on patented process rights for which infringement Buyer or respectively Buyer's customer is sued in legal proceedings, Seller shall at Seller's own expense and at Seller's discretion within reasonable time procure the right for Buyer/ Customer to continue to use the Goods or part thereof or to modify or replace them with non- infringing Goods or processes or to withdraw from the order. Seller assumes no additional liability for processes, applications, etc.

19. Export Laws

Buyer acknowledges that the Goods, technology, and software may be subject to the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR) if applicable, and other applicable export control and sanctions laws. Buyer represents that it is not located in, and will not

export, re-export, or transfer the Goods to, any country, entity, or person subject to U.S. sanctions or export restrictions, or listed on any denied-party or restricted-party list maintained by the U.S. government, without first obtaining all required U.S. and other governmental authorizations. Buyer shall indemnify and hold Seller harmless from any liability, fines, or penalties arising from Buyer's breach of this Section.

Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulations in the export, resale or disposition of products. Quotations or proposals made, and any orders accepted by Seller are with the understanding that the ultimate destination of the products is the country indicated therein. Diversion of the products to any other destination contrary to United States law is prohibited. Accordingly if the foregoing understanding is incorrect, or if Buyer intends to divert the products to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

20. Applicable Law

This contract for any and all sales hereunder shall be governed by the laws of the State of California, U.S.A., without regard to its conflict of laws principles, and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG). Venue for any action between the Seller and Buyer shall be in the state or federal courts of appropriate jurisdiction in and for San Francisco County, California, U.S.A., and each party consents to the personal jurisdiction of such courts.

20.3. Late payments shall accrue interest at the rate set forth in Section 7.4 and 15, and nothing in this Section 20 shall be construed to limit Seller's remedies for non-payment set forth elsewhere in these Conditions of Sale.

20.4. Each party hereby irrevocably waives any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to this contract.

20.6. Seller may seek temporary or preliminary injunctive relief in any court of competent jurisdiction, notwithstanding the exclusive venue provisions of this Section 20 or the negotiation requirement of Section 21, where necessary to prevent irreparable harm, including with respect to breaches of Sections 3.3 (Documents), 8 (Property), or 17 (Confidentiality).

20.5. Seller shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, as further described in Section 10 (Force Majeure); this Section 20 does not limit or supersede the remedies and cancellation rights set forth in Section 10.

21. Dispute Resolution

Prior to initiating any litigation, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this contract through negotiation between senior representatives within thirty (30) days of written notice of the dispute. If the dispute is not resolved within such period, either party may pursue any remedy available under Section 20 (Applicable Law), including litigation in the courts specified therein.

22. Import Responsibility; Importer of Record

22.1. Unless otherwise expressly agreed in writing, all prices are exclusive of sales and use taxes, import duties, VAT, customs brokerage, clearance costs, unloading, and any local certification or field evaluation requirements.

22.2. For all products involving cross-border shipment, including shipments originating outside the United States, Buyer is the Importer of Record. Buyer is responsible for customs clearance and entry documentation, payment of all applicable import duties, taxes, and handling fees, compliance with all national, state, and local regulatory requirements, including registrations, certifications, and field evaluations, and all costs associated with unloading and acceptance of the shipment at destination.

22.3. If Buyer requests that Seller act as Importer of Record, Seller must agree in writing in advance. All resulting duties, taxes, brokerage, and compliance costs will be invoiced to Buyer at cost, plus an administrative fee calculated on the customs value of the shipment at the rate stated in the Fees Table, subject to the minimum stated there. Buyer shall indemnify and hold Seller harmless from any fines, penalties, or liabilities arising from misclassification, misdeclaration, or other customs errors relating to such shipments, except to the extent caused by Seller's gross negligence or willful misconduct.

22.4. If Buyer requires original shipping invoices for reimbursement purposes, Buyer will either provide a freight forwarder who can bill Buyer directly, or authorize Seller to arrange shipping and prepay logistics costs, in which case Seller will invoice these charges separately.

22.5. Any HTS classification or duty rate stated in a quotation is a best-guess estimate for planning purposes only. Actual classification and duty rates are determined by the customs authorities at the time of importation. Seller makes no representation or warranty regarding such estimates, and Buyer is responsible for verifying all customs classifications and duty obligations.

22.6. These obligations apply irrespective of any terms unilaterally included in Buyer's purchase order, including where Buyer is a public institution, university, or procurement body subject to special purchasing rules. Acceptance of a quotation, whether by purchase order, contract, or performance, constitutes agreement with these terms and overrides any conflicting Buyer terms not explicitly accepted in writing by Seller.

22.7. Seller's role as Importer of Record under Section 22.3 does not constitute an assumption of liability for Buyer's underlying import compliance obligations, and Seller's total liability in connection with acting as Importer of Record shall not exceed the administrative fee actually paid by Buyer for such service, except in cases of Seller's gross negligence or willful misconduct.

22.8. Buyer shall obtain, at its own expense, all insurance it deems necessary in connection with any shipment for which Seller acts as Importer of Record, and Seller shall have no obligation to insure such shipments against customs, misclassification, or related risks.

Schedule of Fees

FEE	AMOUNT
Minimum Cancellation Charge	USD 7,500.00
Finance Charge	18% per annum
Minimum Finance Charge	USD 100.00
IOR Administrative Fee (Section 22.3)	3.5% of customs value
Minimum IOR Administrative Fee	USD 300.00