

Terms and Conditions

1. **Nature of this Agreement and Definitions.** These are the terms and conditions (“**Agreement**”) of the contract for the sale by American Signal Company (“**AmSig**”) of the Equipment described on the purchase order, including all parts and accessories (“**Equipment**”), or the servicing or installation of any Equipment (“**Services**”). The buyer (“**Buyer**”) is identified on the purchase order.

2. **Entire Agreement, Modifications.** Buyer agrees that its purchase of Equipment is conditioned upon complying with these terms and conditions. Any person signing this Agreement represents that he or she is of legal age and has the authority and power to sign this Agreement and bind Buyer to its terms. Buyer agrees that this Agreement supersedes and controls over all other communications or agreements with AmSig. Any written or oral terms of conditions or other provisions different from or varying these terms and conditions, wherever found, are rejected and not binding to AmSig. No amendment or modification of this Agreement shall bind either party unless it is in writing and is signed by Buyer and an authorized representative of AmSig.

3. **Ordering.** AmSig’s terms and conditions of acceptance of a purchase order are solely within AmSig’s discretion. All purchase orders shall set forth the type and quantity of Equipment being ordered, the purchase price and total price, delivery and shipping instructions, and the requested delivery schedule. All orders shall be governed by this Agreement. Pre-printed terms and conditions on Buyer’s forms, if any, or modifications to the purchase order or this Agreement shall not apply to the order and shall not be binding upon AmSig. No order is accepted unless AmSig executes the purchase order. Order modification, cancellation, or delivery schedule changes requested by Buyer will be binding on AmSig upon AmSig’s written acceptance of the request and upon terms satisfactory to AmSig that compensate AmSig for all costs incurred by reason of such modification, cancellation, or deferment. “Costs” as used herein includes engineering, production, and overhead costs attributable to the order as well as non-cancelable, non-returnable (NCNR) inventory and excess inventory and profits not realized by AmSig due to modification, cancellation, or schedule changes. In the event of order cancellation (i) AmSig will ship and Buyer will accept all Equipment completed prior to the cancellation date and (ii) the Equipment warranty will not apply to the Equipment which is the subject of the cancelled order.

4. **Engineering Changes.** If Buyer requests that AmSig incorporate an engineering change into Equipment, such request shall include a description of the proposed change sufficient to permit AmSig to evaluate it. AmSig’s evaluation shall be in writing and shall state the impact of the requested change on the existing delivery schedule and cost. AmSig shall not be obligated to proceed with a requested change until the parties have agreed on the changes to the Equipment, specifications, estimated delivery schedule and pricing, including the price for additional non-recurring engineering (NRE), rework, tooling and obsolete materials and testing, if any.

5. **Pick Up, Delivery and Risk of Loss.** Title to and risk of loss or damage to the Equipment or caused by the Equipment passes to Buyer when Buyer has possession or control of the Equipment, either at time of pick up from AmSig’s facilities or at the time of delivery and possession of the Equipment by a common carrier. Buyer authorizes AmSig to deliver to and/or install the Equipment for Buyer without obtaining a written receipt.

6. **Shipment.** AmSig will ship Equipment in accordance with each accepted purchase order, subject to this Agreement. Unless otherwise agreed to by the parties, delivery of Equipment shall be made F.O.B. at the loading dock of Buyer's facility on the dates specified.

7. **Inspection, Nonconforming Goods, Release.** At the time of pick-up or upon delivery, Buyer agrees to inspect the Equipment and, unless written notice is timely provided to AmSig to signify otherwise as noted below, the Equipment will be deemed to be in good and serviceable condition. Rejection of Equipment for failure to conform to the requirements of the purchase order must be made within five (5) calendar days after its receipt by the Buyer. The Buyer must send written notification of the rejection to AmSig, which will have the right to repair or replace the nonconforming Equipment within a reasonable time. The notice must state the basis of the alleged nonconformity of the Equipment and describe the specific Equipment being rejected. AmSig will notify Buyer of its determination and related action regarding the alleged nonconforming Equipment. Buyer hereby expressly waives and releases AmSig from any and all claims it may have now or in the future on account of or in any way related to any damage to real or personal property, or person including death or loss of body parts caused by the installation or operation of the Equipment, Services, or supplies.

8. **Exclusive Remedies of Buyer.** The exclusive remedies of the Buyer under this Agreement in the case of nonconforming Equipment (or parts) are the repair and replacement of the nonconforming Equipment as provided in Section 7 above and per the terms of the AmSig limited warranty.

9. **Availability of Equipment or Services.** AmSig will use reasonable efforts to deliver the Equipment at the time requested. AmSig is not liable for delay, damage, or loss if it is unable to provide or install the Equipment or provide Services for any reason, including a *force majeure* event. AmSig will use reasonable efforts to minimize the duration and consequences of any delay and may allocate Equipment among its Buyers in its sole discretion.

10. **Services.** If AmSig provides Services to the Buyer, including training, repair, or maintenance, it will use professional skill and judgment in accordance with normally accepted industry standards.

11. **Material Cost Escalation.** Equipment, Services, and supplies are subject to price volatility due to conditions that are beyond the control or anticipation of AmSig. If there is a substantial increase in price between the date of the purchase order and the time when the Equipment is to be provided, the amount of the purchase order may be increased to reflect the additional cost upon written notice to Buyer.

12. **Payment.** This is a firm price order. Buyer shall pay AmSig the purchase price as set forth in the purchase order or in any invoice pertaining to a modification or cancellation. AmSig shall invoice Buyer concurrently with each Equipment shipment. Payment shall be made in U.S. dollars. Payment is due in full upon receipt of invoice by Buyer. The purchase price is exclusive of packaging, shipping, insurance costs, and federal, state, or local taxes, which shall be borne by Buyer.

13. **Interest, Attorney's Fees.** Buyer agrees that all payments still owing after the due date may be charged interest at the rate of eighteen percent (18%) per annum (or at the maximum rate permitted under applicable law) from the due date. Should all or any portion of the indebtedness be required to be collected by or through an attorney, AmSig may collect from Buyer all collection costs, including attorney's fees and related expenses of collection and repossession of the Equipment if required. AmSig may also offset amounts due under this Agreement against any amounts AmSig may owe to Buyer.

14. **Grant of Security Interest.** To secure the payment of the purchase price of the Equipment to be delivered to the Buyer hereunder, and all other indebtedness and obligations of the Buyer to AmSig (collectively referred to as the "Obligations"), the Buyer grants to AmSig, and its successors and assigns, a security interest in the Equipment described on the purchase order(s) and in any and all Equipment sold by AmSig to or for the account of the Buyer (collectively, the "Collateral"). The security interest granted to AmSig pursuant to this Agreement shall be and remain as continuing security for all such obligations, additional advances and debts and any extension or renewal and for all costs, fees, interests, charges and expenses which may be due or owing in connection, all of which shall be and remain additional liens on the Collateral covered by the security interest until each and all of the same have been fully paid, satisfied and discharged, provided that this security interest shall not be deemed released as to future Obligations if, before those Obligations arise, any outstanding Obligations are paid in full.

Buyer agrees: (a) to pay or perform all Obligations secured hereby when due; (b) to protect the Collateral and not permit the same to be misused or abused, wasted, or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use; (c) not to sell, lease, exchange or otherwise dispose of any of the Collateral to any person without the prior written consent of AmSig except in the ordinary course of the Buyer's business; (d) to pay and reimburse AmSig for all reasonable costs and expenses, including attorneys' fees and costs, incurred by AmSig in the preservation and realization of the Collateral or in the enforcement and exercise of rights, powers, and remedies of AmSig upon a default hereunder; (e) not to permit any lien on the Collateral other than in favor of AmSig; and (f) to execute, deliver and file at the Buyer's cost any and all Uniform Commercial Code Financing Statements in whatever jurisdiction AmSig deems appropriate and such other documents as AmSig shall deem necessary to create, perfect, and continue the security interest created. The Buyer acknowledges that AmSig may in its sole discretion notify other secured creditors of the Buyer of AmSig's intent to perfect a purchase money security interest in the Collateral, and that such notifications are expressly provided for in the Uniform Commercial Code. Upon the occurrence of an event of default, AmSig shall have, and may exercise, all of its rights and remedies of enforcement available under applicable law.

15. **Operators of Equipment.** Buyer is responsible for ensuring each operator of the Equipment is properly trained and qualified, that all operators are not under the influence of drugs or alcohol, and are in compliance with all applicable laws, rules, and regulations. Except for any training required by law, AmSig is not responsible for providing operator training unless Buyer requests and pays for such training, which will be provided in accordance with Section 10 above.

16. **Condition of Equipment, Notice of Unsafe Condition.** Prior to each use, Buyer will inspect the Equipment to confirm that it is safe and in good operating condition, without defects, with

readable decals and operating and safety manuals, and that it is suitable for Buyer's intended use. Use of the Equipment is an acknowledgment that it is safe and in good working order and that Buyer has received all safety and other information necessary to operate the Equipment. Buyer will immediately notify AmSig if there is an accident involving the Equipment or if it is defective, malfunctioning, lost, damaged, stolen, or unsafe, and must immediately discontinue its use. Buyer will provide access to the Equipment by AmSig's representatives to enable AmSig to inspect, repair, remove, or alter any such Equipment at its sole discretion.

17. **Equipment Use.** Buyer may not (i) alter, disfigure, or cover up any numbering, lettering, decals, or insignia on the Equipment or remove any operation or safety manuals; (ii) use the Equipment in a negligent, reckless, illegal, unauthorized, or abusive manner; or (iii) allow the operation of the Equipment for an illegal purpose or by any unauthorized operator.

18. **Termination by AmSig Before Delivery.** AmSig may terminate this Agreement prior to delivering the Equipment if (a) the Buyer becomes insolvent or files or has filed against it any state or federal petition or filing of bankruptcy or receivership, whether voluntary or involuntary; (b) the Buyer violates its agreement not to assign or delegate this Agreement; or (c) with respect to a purchase of the Equipment on credit, AmSig obtains information that in its sole discretion would cause it to question the ability and/or willingness of the Buyer to pay AmSig according to the terms of this Agreement, including without limitation the Buyer's failure to pay any obligation it owes AmSig according to its terms.

19. **Events of Default.** It will be an event of default under this Agreement if (i) Buyer fails to make payment when due; (ii) breaches any provision of this Agreement or purchase order; (iii) becomes insolvent or files or has filed against it any state or federal petition or filing of bankruptcy or receivership, whether voluntary or involuntary; or (v) Buyer is in default of any other agreement with AmSig.

20. **Force Majeure.** Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, damage to its plants, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body (whether civil or military, foreign or domestic), all perils of the seas and other waters, failure or delay of third parties or governmental bodies from whom AmSig is obtaining or must obtain franchises, permits, machinery, materials, Equipment, transportation, independent contracting, or supplies to grant or deliver the same, or inability to obtain labor, materials, Equipment, or transportation (collectively referred to herein as "Force Majeure"), nor shall any such failure or delay give the other party the right to terminate this Agreement. Each party shall use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. If due to any Force Majeure event AmSig is unable to deliver sufficient quantities of Equipment to fulfill its obligations under this Agreement and all other customers of AmSig, AmSig shall, during the period of shortage, allocate to the Buyer a share of its available quantities which AmSig believes is reasonable under all of the circumstances.

21. **Dispute Resolution.** If a dispute arises out of or relates to the purchase order and cannot be resolved through good faith negotiations, such claim, dispute, or controversy must be assigned to mediation before the filing of any legal action.

22. **Jurisdiction.** Any dispute between the parties regarding this document, associated purchase orders or related obligations, including but not limited to any action or proceeding arising out of or relating to this Agreement, will be resolved under Georgia law. Buyer irrevocably consents to such jurisdiction and to Dekalb County, Georgia as the venue for any such dispute.

23. **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the Georgia law and the Uniform Commercial Code as may be applicable.

24. **Assignment, Delegation.** The parties may neither assign their respective rights nor delegate performance of their respective duties under this Agreement except as provided in this Section. The Buyer may not delegate the duty of paying the price for the Equipment to be delivered under this Agreement and may not assign the right to receive the Equipment from AmSig under this Agreement, in either case without the prior written consent of AmSig, which it may give or withhold in its sole discretion. AmSig may delegate its performance in the manufacture and delivery of Equipment under this Agreement without the prior written consent of the Buyer.

25. **Parties Bound.** This Agreement shall be binding on and inure to the benefit of its parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

26. **Privacy Consent.** The Buyer consents to the collection and use of personal information by AmSig, its affiliates, agents or service providers for any purpose permitted by law.

27. **Confidentiality.** Buyer agrees that it and the Buyer's personnel, agents, and subcontractors will fully respect the confidentiality of AmSig's internal business affairs. Buyer will treat as confidential and proprietary to AmSig all information obtained from AmSig or communicated to the Buyer pursuant to its purchase order (or through discussions or negotiations prior to the order being placed) or acquired in the performance of the purchase order, and will not divulge such information to any person (except to its own employees and then only to employees who need to know the same) and will use such information solely in connection with performing its obligations under the purchase order and not for its own benefit or for the benefit of any third party, provided that this restriction shall not extend to information (i) which is rightfully in its possession prior to the commencement of the negotiations resulting in the purchase order; (ii) which is already public knowledge or becomes so at a future date (other than as a result of breach of this provision); or (iii) which is communicated or disclosed to AmSig by a third party lawfully in possession thereof and entitled so to disclose it.

28. **Buyer's Indemnification.** At its expense, Buyer will reimburse, indemnify, and hold harmless AmSig, its agents, officers, directors and employees, against all losses, liabilities, damages, injuries, demands, costs, expenses (including legal and investigative fees), claims, fines, settlements or penalties, including bodily injury, death, property or other damage arising out of or related to any breach of this Agreement and Buyer's use of the Equipment. This indemnification

includes improper use, possession, operation, erection, dismantling, servicing, or transport of the Equipment, and the disabling or altering of any safety device. Buyer agrees to present a claim to its insurance carrier for any such loss, damage, or injury.

29. **Export Control**. AmSig agrees to notify Buyer if any deliverable under this purchase order is restricted by export control laws and regulations. AmSig agrees to comply with all applicable U.S. export control laws and regulations specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 USC 2751-2794, including the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and the Export Administration Act, 50 USC app. 2401-2420, including the Export Administration Regulations (EAR).

30. **Government Clauses**. Government clauses applicable to this Agreement are incorporated to this document by reference, including but not limited to, the anti-kickback procedures detailed in Federal Acquisition Regulation (FAR) Clause 52.203-7.

31. **Acceptance**. The terms and conditions of this Agreement will be deemed accepted upon the signature by Buyer.