

ASTARAS, INC. TERMS OF SALE

All sales by Astaras, Inc. ("Seller") to a customer ("Buyer") are subject to the following terms. "Goods" refers to the product or products being sold by Seller.

1. Contract Formation; Entire Agreement. These terms constitute Seller's offer to sell goods to Buyer. Seller objects to any different or additional terms and rejects any prior offers received from Buyer. Seller may withdraw or change this offer anytime before Buyer accepts the offer. If Buyer has not otherwise agreed to these terms, Buyer's acceptance of delivery of, or payment for, the goods will constitute Buyer's acceptance of these terms. Upon acceptance by Buyer, these terms and the terms on Seller's quotation and acknowledgment shall be the final, complete, and exclusive statement of the terms and conditions of the agreement between the parties. Any changes, modifications, or additions to these terms are binding and enforceable only if made in writing and signed by both parties.

2. Prices. The prices of goods will be Seller's prices in effect on the date of shipment. Prices are subject to change without notice and are exclusive of all federal, state, local, and foreign taxes of any kind, whether or not invoiced by Seller. Applicable freight charges will be added to each invoice. All excise, privilege, occupation, sales, use, personal property and other taxes (whether federal, state, local, or foreign) applicable to the sale, purchase, storage, use, or ownership of the goods, and the payment or collection of which Seller is liable, shall be paid by Buyer in addition to the price of the goods, whether or not the additional charges are reflected on Seller's invoice. Seller is required to charge applicable sales and use taxes unless Buyer provides Seller with a tax exemption certificate.

3. Delivery and Delay. Delivery of the goods shall be as set forth in an offer or other instrument of Seller. Irrespective of the delivery terms, risk of loss of the goods shall pass to Buyer upon being made available for shipment. Shipping dates are estimates only, and time is not of the essence. Seller may ship all of the goods at one time or in portions from time to time. Seller shall have the right, but not the obligation, to determine the method of shipment and routing. Seller shall not be liable for damages resulting from any delay or failure to deliver goods caused in whole or in part by circumstances beyond Seller's control (including, but not limited to, casualty, labor trouble, accidents or unavailability of supplies or transportation), and the time for delivery shall be extended for the period of the delay. If Buyer causes or requests delay in the manufacture or shipment of goods, Buyer shall pay Seller for all costs, losses, and damages resulting from the delay. Seller shall not be required to ship the goods unless and until Buyer shall have paid in full the purchase price of all tooling that Seller shall have ordered for use in producing goods.

4. Payment Terms. Unless otherwise agreed by the parties, payment in full of the price is due thirty (30) days from the invoice date, without discount. All payments will be invoiced and must be in U. S. dollars. With respect to any or all purchases, Seller may, in its sole discretion, ship goods to Buyer C.O.D. or require Buyer to pay for goods prior to shipment or to provide security reasonably satisfactory to Seller to assure payment when due. A finance charge of 1.5 percent per month (18 percent per year), or such lesser rate as may be the maximum rate permitted by law, shall be assessed on all past due accounts. Seller may suspend performance under this agreement or any other agreement with Buyer until Buyer's account is current. Buyer shall pay all expenses

incurred by Seller in collecting amounts due from Buyer, including attorney fees. In addition to the foregoing, if Buyer fails to make timely payments, Seller may (a) demand any assurances or securities concerning Buyer's ability to make all payments hereunder; (b) refuse to make any further deliveries hereunder until the amount due has been fully paid; and/or (c) treat the failure of the Buyer to make payments as a repudiation hereof by the Buyer if the amount due remains unpaid after providing seven (7) calendar days' notice to the Buyer of such breach and an opportunity to rectify the breach. Such repudiation shall entitle Seller to elect, without prejudice to any other rights of Seller to terminate the arrangement with Buyer in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of contract. Without limiting any other rights, Seller may utilize the remedies set forth hereunder, in case the Buyer's financial viability or credit worthiness is; (x) less stable than expected at the time of an order, (y) has substantially deteriorated, or (z) will likely deteriorate substantially in the near future.

5. Returns. Buyer shall not return any goods to Seller except with a Returned Material Authorization (RMA) number clearly marked on the package and referenced in the shipping documents, or, in the case of goods being returned for Warranty Evaluation, a valid WE number (see Paragraph 7). Buyer may obtain an RMA number by providing Seller with the original purchase order number and/or the Seller's order number, the date of order, a description of the goods and reason for return. This information is found on the invoice for the goods. If, after investigation, Seller consents to the return of the goods, Seller will issue an RMA number to Buyer. Any goods returned for credit must be shipped to Seller freight prepaid, and Buyer shall pay Seller a restocking charge as established by Seller from time to time. Seller shall not in any event be required to accept return of any used, damaged, defaced, or obsolete goods. Buyer agrees that any credit issued by Seller will be used within one (1) year after issuance. If the credit is not used or a refund requested within one (1) year, any remaining credit balance will be automatically canceled and Seller shall have no further liability or obligation with respect to the credit balance.

6. Destruction of Goods. If the goods are destroyed in whole or in part, before risk of loss passes to Buyer, whether the destruction is caused by Seller's negligence or otherwise, Seller may, at its option, terminate this agreement and be excused from all obligations under this agreement without liability to Buyer.

7. Warranty; Limitations. Seller warrants to the original Buyer only that the goods will be free from defects in materials and workmanship at the time of delivery to Buyer. For purposes of this warranty, a defective item is an item that is found by Seller to have been defective in materials or workmanship, if the defect materially impairs the value of the goods to Buyer. If Buyer shall have approved a sample or drawing of, or specifications for, the goods, then the goods shall not be defective to the extent they conform to the sample, drawings, or specifications.

Seller's liability under this warranty shall be limited at its sole option to repairing or replacing any defective goods at Seller's factory or issuing a credit to Buyer for the purchase price of the defective goods. In any case, Seller shall have no liability under this warranty except for goods returned to Seller's factory, freight prepaid, and with a valid WE number (as mentioned in Paragraph 5) within ninety (90) days after delivery of the goods to Buyer. If Buyer does not return the defective goods to Seller within ninety (90) days after the delivery of the goods to the Buyer, any claim for breach of warranty shall be conclusively deemed to have been waived and Seller shall not be liable under this warranty. Seller's acceptance of any goods returned shall not be deemed an admission that the

goods are defective, or in breach of any warranty, and if Seller determines that the goods are not defective based on Seller's accepted method of testing, the goods shall be reshipped to Buyer at Buyer's expense. All parts returned and retained by Seller shall become Seller's property. Seller will not accept or be liable for back charges for labor or repair costs incurred by Buyer without the prior written consent of Seller. This warranty shall not apply to any goods that have been altered or repaired, or that have been subject to misuse, negligence or accident, including, without limitation, use and operation of the goods while any parts are loose, broken or damaged or have been used with parts other than original Seller parts, which may affect performance or safety, and any damages related to wear and tear. Any samples, drawings or other property are provided "as is" without any warranty to Buyer.

THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF SELLER SET FORTH HEREIN ARE IN LIEU OF, AND SELLER DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO GOODS, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, INCLUDING FOR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY RELATING TO GOODS CREATED IN ACCORDANCE WITH BUYER'S OR A THIRD PARTY'S SPECIFICATIONS OR REQUESTS, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE. SELLER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN BUYER.

WITHOUT LIMITING THE FOREGOING, SELLER EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ANY WARRANTY OR EXPECTATION FOR FITNESS FOR THE GOODS CONCERNING CERTAIN USAGE, AND BUYER SHALL BE SOLELY RESPONSIBLE TO ENSURE THE GOODS MEET ITS REQUIREMENTS AS WELL AS ANY DAMAGES RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, SELLER SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR: (A) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES; (B) ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT); OR (C) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS OF THE AMOUNTS PAID TO SELLER FOR A RELEVANT ORDER OR IN A TWELVE (12) MONTH PERIOD PRECEDING THE DISPUTE, WHICHEVER IS LOWER.

No employee, representative, agent or distributor of Seller except the President of Seller has authority to modify, expand or extend this warranty, to waive any of the limitations or exclusions, or to make any different or additional warranties with respect to the goods. On any resale of the goods, Buyer shall contractually limit its customer's rights and remedies against both Buyer and

Seller to the same extent as Buyer's rights and remedies are limited under this warranty. Notwithstanding any other provision in this agreement, Seller shall not be liable to a customer of Buyer for any modification, extension or expansion of this warranty by Buyer beyond the scope of this warranty or for any different or additional warranties made by Buyer with respect to the goods.

8. Suitability. Buyer shall determine the suitability of the goods for Buyer's intended use and shall assume all risk and liability whatsoever in connection with that determination. Many states and localities have codes and regulations governing sales, installation, and/or use of goods for certain purposes, which may vary from neighboring areas. Seller does not guarantee compliance with those local laws and regulations and shall not be responsible for Buyer's use of the goods. Before purchasing the goods, Buyer should review applicable national and local laws and regulations to be sure the goods are suitable for Buyer's intended use.

9. Government Contracts. Seller shall not be liable for making Seller's goods conform to any regulations applicable to use of the goods by the United States government unless specifically agreed to in writing between Seller and Buyer.

10. Claims for Errors. Claims for errors, omissions, damages, defects or shortages on any order must be made in writing and mailed within five (5) days after delivery of the goods to Buyer. A shortage claim must be accompanied by a sworn affidavit. Any notice on defect, error or other issue shall include substantiating evidence, such as photographs and descriptions of supposed insufficiencies, as well as detailed information on affected goods. If a claim is made by Buyer that calls for Seller's representatives to inspect before settlement of the claim, Buyer will be responsible for costs relative to the inspecting if Buyer's claim is found to be unwarranted or if the claim is denied for valid reasons. Failure to notify Seller of a defect in accordance with this paragraph shall be equivalent to acceptance of the goods. Any minor deviations shall not constitute a defect or error.

11. Intellectual Property; Hold Harmless. If any goods are manufactured or sold by Seller to meet Buyer's specifications or requirements and are not a part of a standard line offered by Seller to the trade generally, in the usual course of Seller's business, Buyer agrees to indemnify, hold harmless and defend Seller against all liabilities, costs, damages, judgments and expenses (including attorney fees and costs) arising from any actual or alleged claim of unfair competition or infringement of any United States or foreign patent, trademark or copyright asserted with respect to the manufacture or sale of the goods.

12. Tools and Equipment. Any equipment (including, but not limited to, tools, dies, jigs, etc.) that Seller shall acquire or contract specifically for use on Buyer's order shall be and remain the property of Seller and always in Seller's possession and control. Any charge that Seller shall make to Buyer for tools and equipment shall be for their use only. In the event that Buyer shall furnish Seller with any materials or equipment belonging to Buyer, Seller will care for and store the materials but shall not be liable for loss or damage to them.

13. Indemnification. Buyer shall indemnify, hold harmless and defend Seller and its affiliates, and their respective officers, directors, managers, members, shareholders and other representatives

from any and all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property, claims of infringement to third party intellectual property due to specifications or other requests by Buyer, and consequential loss (including loss of profit), suffered or incurred by Seller as a result of, or in connection with, any act, omission or use by Buyer, its employees or customers, any breach of these terms by Buyer, and any modification, extension, or expansion by Buyer of the warranty contained in these terms. Liabilities shall include all costs, claims, damages, judgments and expenses (including incidental and consequential damages and attorney fees and costs).

14. Insurance. Buyer shall, at its sole expense, maintain and carry all customary insurance in full force and effect with insurance companies rated A- or better by a rating service. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Section 14. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

15. Remedies of Seller. Seller shall have all rights and remedies provided by law in addition to the rights and remedies provided in these terms. Seller's rights and remedies shall be cumulative and may be exercised from time to time. In a proceeding or action relating to a breach of these terms by Buyer, Buyer shall reimburse Seller for reasonable costs and attorney fees incurred by Seller. No waiver by Seller of any breach by Buyer shall be effective unless in writing, nor operate as a waiver of any other breach or of any later breach of the same term. Seller shall not lose any right because Seller has not exercised the right in the past.

16. Interpretation; Parol Evidence. No course of dealing between Seller and Buyer and no usage of trade shall be relevant to supplement or explain any of these terms. Acceptance or acquiescence in a course of performance shall not be relevant to determine the meaning of these terms even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used, the definition contained in the Code shall control.

17. Solvency and Security Interest. Buyer represents that Buyer is solvent. To the extent that title to goods passes to Buyer before full payment and to ensure compliance with all of its obligations hereunder, Buyer grants to Seller a security interest until all amounts due have been paid in full, in each case in good, collected and indefeasible funds (the "Release Date") in (a) all goods purchased in accordance herewith; (b) without in any way limiting any restrictions herein, any and all leases, chattel paper, instruments, accounts and security deposits relating in any way to such goods; and (c) in all proceeds thereof (the "Collateral"). Buyer acknowledges that the security interest granted hereunder is a purchase money security interest under the Uniform Commercial Code as enacted in the State of Florida or another US state where Products will be located ("UCC"). Buyer expressly authorizes, ratifies and confirms past or future filings of one or more UCC financing statements or other documents by Seller or its designees to the extent deemed necessary or desirable by Seller. Such financing statements or documents may describe the Collateral in the manner in which Seller determines best protects Seller's interests in the Collateral

and facilitates the future sale of goods. In case Buyer integrates or otherwise utilizes the goods in connection with the creation or modification of products or improvement of property (collectively, the "New Products"), Seller shall retain all available rights in the goods. Buyer shall at its sole cost ensure that the New Products are jointly owned by Seller and Buyer until the Release Date. In the event of a breach, Seller may utilize any remedies available to it at law or in equity, including but not limited to seizure of goods or disassemble of New Products to obtain the goods. In all cases, Buyer will be responsible for Seller's costs and expenses in exercising its rights.

18. Safety Features. Buyer shall, and shall instruct any other end user to, operate the goods properly and in accordance with any safety device, warning or operating instructions provided by Seller.

19. Permits and Compliance. Seller is not responsible for obtaining any permit, inspection or license that is required for operation of the goods. Buyer shall be responsible for the compliance of the goods with all applicable laws, ordinances, regulations, codes and standards.

20. Intellectual Property and Confidentiality. All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Seller creates or develops in the course of Seller's design, development or manufacture of the goods or performance of the services and all drawings and specifications that Seller provides to Buyer ("Intellectual Property") shall be Seller's sole property, and Buyer assigns, and agrees to assign, to Seller all right, title and interest that Buyer now has or in the future acquires in the Intellectual Property. Buyer shall not disclose or use any of the Intellectual Property or any information about Seller's business, operations or activities, except to the extent necessary for Buyer to use the goods or services. Buyer shall not reverse-engineer or any other way alter the goods without Buyer's prior written consent. The obligations set forth herein shall survive the expiration or termination of the arrangement between Seller and Buyer for a period of five (5) years.

21. Period of Limitations. No claim, suit or other proceeding may be brought by Buyer for breach of contract, breach of warranty, or any other claim against Seller arising out of these terms or relating to the goods after one (1) year from the date the cause of action accrued.

22. Applicable Law. This agreement between shall be considered to have been made in the State of Florida, and it shall be governed by and interpreted according to Florida law, without regard to principles of conflicts of laws.

23. Dispute Resolution. The parties hereto shall attempt to resolve any dispute, controversy, or claim arising under or relating hereto, or to a material breach, including its interpretation, performance, or termination. If the parties do not reach settlement within a period of twenty (20) days, the parties hereto shall submit the dispute to mediation on the terms and at a location determined by the parties. If the parties are unable to resolve a dispute through the methods outlined herein, either party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in a location determined by the Seller, and shall be

the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the parties. Both parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder and shall be so instructed by the parties. Notwithstanding anything to the contrary herein, Seller may seek injunctive relief against Buyer with any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining hereto or the breach of any relevant obligations, including but not limited to Section 20.

24. Force Majeure. Seller shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond Seller's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, pandemics, epidemics, outbreak of an infectious disease in any relevant area, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of Seller's source of supply, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of Seller. Seller shall notify the Buyer in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section in said notice and shall supply all relevant information about its effects on the performance hereof. Unless otherwise agreed in writing between the parties hereto, if Seller is unable to perform because of Force Majeure, Seller is temporarily excused from performance while the incident of Force Majeure is occurring and shall perform as soon as reasonably possible after the incident ends. The duration of the incident of Force Majeure shall be added to the time of performance granted to Seller. Seller shall not be subject to damage claims. In case the duration of Force Majeure exceeds six (6) months, the parties will have the right to terminate the arrangement immediately. Contractual obligations performed up to such date of termination along any actually incurred expenses of Seller related to its performance hereunder shall be remunerated. If the purchase price has been paid by the Buyer in full, Seller will refund the fees paid less the accrued cost and expenses of the contractual obligations.

25. Compliance with Laws; Export Control Laws. Buyer shall comply with all applicable laws and regulations with respect to the business conducted or services performed with respect to the purchase or sale of Seller's products, including (without limitation) all applicable "Anti-bribery Laws," which prohibit the payment or transfer directly or indirectly of anything of value to governments, government officials, state-owned enterprises, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business or an improper business advantage. Buyer also will not participate in the purchase and re-sale of Seller's products or technology to any "prohibited person or entity" or to any person or entity in or for export to any country that is deemed to be a "prohibited country" under U.S. export control laws (currently including but not limited to Cuba, Iran, North Korea, Sudan, and Syria) or for use in nuclear, chemical, or biological weapons, or rocket or missile applications. Upon Seller's request, Buyer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules, and regulations.

26. Assignment. Buyer shall not assign any of its rights hereunder, except with the prior written consent of Seller. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section 26 is null and void.

27. Waiver. No waiver by Seller of any of the provisions hereof is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising hereunder operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

28. Severability. Should any provision hereof or any offer or order confirmation be deemed incomplete, legally invalid or unenforceable, such provision may be severed and be replaced by as closely an equivalent effective provision as possible. The remaining terms of these terms and conditions or other instrument shall remain in full force and effect.

29. Amendment. These terms and conditions may only be amended or modified in a writing which specifically states that it amends these terms and conditions and is signed by an authorized representative of Seller.

March 2025