

SPOHN & BURKHARDT NORTH AMERICA TERMS AND CONDITIONS
FOR THE SALE OF GOODS AND SERVICES

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1. Applicability

(a) These terms and conditions of sale (these "**Terms**") are the only terms that govern the sale of the goods ("**Goods**") and services ("**Services**") by Spohn & Burkhardt North America Corp. ("**Seller**") to the buyer ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation, confirmation of sale, or invoice (the "**Sales Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Seller 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 Buyer's purchase order.

(c) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(d) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(e) It is understood that the dates of delivery of the Goods purchased by Buyer provided by Seller are reasonable estimates of those dates. It is further understood that circumstances outside of the control of the Seller may occur that alter the delivery date estimates provided by Seller. Seller shall have no liability to Buyer in the event delivery dates differ from the delivery date estimates provided by Seller.

3. Shipping Terms

Unless otherwise agreed in the Sales Confirmation, delivery of the Goods shall be made FOB Origin. All shipping and customs charges are paid by the Buyer and will be included in the final invoice.

4. Title and Risk of Loss

Title and risk of loss pass to Buyer upon shipment of the Goods at the Shipping Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Georgia Uniform Commercial Code.

5. Buyer's Acts or Omissions

If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection and Rejection of Nonconforming Goods

(a) Buyer shall inspect the Goods within three days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at [500 Bic Drive, Suite 107, Milford, CT 06461]. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. Price

(a) Unless otherwise agreed in the Sales Confirmation, Buyer shall purchase the Goods and Services from Seller at the prices (the "**Prices**") set forth in Seller's quotation or published price list in force as of the date that Seller accepts Buyer's purchase order.

(b) Buyer agrees to reimburse Seller for all reasonable travel, out-of-pocket expenses, shipping costs and related costs incurred by Seller in connection with the sale of Goods and Services hereunder.

(c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

(d) Seller shall have the right to change its price for the Goods and Services purchased by Buyer upon (90) ninety days written notice to Buyer. Any orders before the announcement of price increases will not include such an increase.

(e) If Buyer should cancel or otherwise request a return of an order filled, Buyer shall pay to Seller 25% min. of the invoice price for such orders as pertain to parts or 50% min. of the invoice price for such orders as they pertain to complete joysticks, control stations, cabins, switches, resistors, foot pedals and any other assembled products. The exact amount of the fee will be determined at the time of the request.

8. Payment Terms

(a) Unless otherwise agreed in the Sales Confirmation, Buyer shall pay all invoiced amounts due to Seller Net 30 and make all payments hereunder by check or wire transfer and in US dollars. A 5-day grace period beyond the 30 days shall apply. Payment terms are contingent on the completion of a credit application. Depending on the results, Seller may extend the Net 30 days payment period to Buyer or may in the Seller's sole discretion require Buyer to make advanced payments on orders.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. There will be a 10% penalty for late payments based upon the invoice amount per month until the invoice is paid in full. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty

(a) Seller warrants to Buyer that for a period of 12 months¹ from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will materially conform to Seller's published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship.

(b) **EXCEPT FOR THE PRODUCT WARRANTIES SET FORTH IN SECTION 9(a), SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW,**

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER MAKES NO SUCH WARRANTIES WITH RESPECT TO PARTS OR EQUIPMENT NOT MANUFACTURED BY SELLER. PARTS AND COMPONENTS INCLUDED IN THE PRODUCTS OF SELLER WHICH ARE NOT MANUFACTURED BY SELLER ARE SUBJECT ONLY TO THE WARRANTY OF RESPECTIVE MANUFACTURERS. ANY PARTS INSTALLED BY BUYER OR ANY OTHER SOURCE WITHOUT THE WRITTEN CONSENT OF SELLER WILL VOID ALL WARRANTIES AND LIABILITY IS ASSUMED BY BUYER. THIS LIMITED WARRANTY IS LIMITED TO THE BUYER AND IS NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE.

THE FOLLOWING PARTS, SERVICES OR FAILURES ARE NOT COVERED BY THIS WARRANTY:1.

- 1.) ANY REVISIONS OR MODIFICATIONS TO THE PRODUCT NOT APPROVED IN WRITING BY SELLER.
- 2.) REGULAR MAINTENANCE AND ADJUSTMENTS REQUIRED.
- 3.) PERFORMANCE TOLERANCE LEVELS WITHIN 10% OF PUBLISHED SPECIFICATIONS;
- 4.) REPLACING PARTS AS THE RESULT OF NORMAL MAINTENANCE REQUIREMENTS, NORMAL USE, AND/OR NORMAL WEAR AND TEAR;
- 5.) FAILURE OF PARTS OR COMPONENTS THAT WERE NOT SUPPLIED BY SELLER;
- 6.) DAMAGE CAUSED BY UNAUTHORIZED CONVERSION OR MODIFICATION;
- 7.) FAILURE OF OR SUBSEQUENT DAMAGE TO ORIGINAL PARTS CAUSED BY THE USE OF NON-GENUINE PARTS;
- 8.) FAILURES RESULTING FROM IMPROPER APPLICATION, INSTALLATION, OPERATION, MAINTENANCE, OR REPAIR PRACTICES;
- 9.) DAMAGE RESULTING FROM IMPROPER OR NON-ADHERENCE TO MAINTENANCE PROCEDURES OR SCHEDULES DURING THE WARRANTY PERIOD;
- 10.) DAMAGE RESULTING FROM NEGLIGENCE AND ACCIDENTS OR DAMAGES CAUSED BY ABUSE, MISUSE, VANDALISM, THEFT, FIRE, OR NATURAL DISASTER;

- 11.) ANY CONSEQUENTIAL COSTS, INCLUDING BUT NOT LIMITED TO DOWNTIME, COMMERCIAL LOSS, LOST WAGES, REPLACEMENT COSTS SUCH AS LEASING, RENTING ETC.;
- 12.) TRANSPORTATION COSTS;
- 13.) COSTS INCURRED DUE TO APPLICATION ISSUES OR INCORRECT WORK PERFORMED;
- 14.) FREIGHT COSTS OR STORAGE COSTS;
- 15.) TRANSPORT DAMAGE OR LOSS;
- 16.) REPAIRS REQUIRED AS A RESULT OF IMPROPER HANDLING, STORAGE OR PROTECTION;
- 17.) COSTS FOR UNAUTHORIZED WORK;
- 18.) PARTS DAMAGED DUE TO CHEMICAL, OR SIMILAR EFFECTS.

(c) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(d) EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN SECTION 9(c), SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

(e) The Seller shall not be liable for a breach of the warranties set forth in Section 9(a) or Section 9(c) unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within 10 days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 9(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective or non-conforming. Failure to give notice of defect within the Warranty Period shall be a waiver of this Limited Warranty and assistance rendered thereafter shall not extend it.

(f) The Seller shall not be liable for a breach of the warranty set forth in Section 9(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(g) Subject to Section 9(e) and Section 9(f) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(h) Subject to Section 9(e) above, with respect to any Services subject to a claim under the warranty set forth in Section 9(c), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(i) THE REMEDIES SET FORTH IN SECTION 9(g) AND SECTION 9(h) ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 9(a) AND SECTION 9(c), RESPECTIVELY. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS GOODS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY DESCRIBED HEREIN.

10. Limitation of Liability

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 10(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

11. Compliance with Law

Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

12. Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against

it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (d) displays an inability to pay for the goods and services forming a part of the Offer to Sell.

13. Waiver

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement 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.

14. Confidential Information

All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty consecutive days following written notice given by it under this Section 15, either party may thereafter terminate this Agreement upon fifteen days' written notice.

16. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

17. 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, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

19. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

20. Submission to Jurisdiction

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Georgia in each case located in the City of Atlanta and County of Fulton, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.