TERMS AND CONDITIONS OF SALE

EBPE ("Seller")
Last Updated: July 2026

1. General Provisions

These Terms and Conditions of Sale (the "Terms") apply exclusively to all sales of equipment, machinery, parts, and related services (collectively, the "Products") provided by EBPE ("Seller") to the purchasing client ("Buyer"). By placing an order, submitting a purchase order, or accepting delivery of the Products, the Buyer unconditionally accepts and agrees to be bound by these Terms in full. Any additional, contrary, or different terms proposed by the Buyer in any purchase order or other document are hereby expressly rejected and shall not be binding upon the Seller unless agreed to in writing signed by an authorized representative of the Seller.

2. Payment Terms and Retention of Title

Unless otherwise expressly agreed upon in writing by the Seller, the following payment terms shall apply to all orders:

- **Payment Schedule:** A non-refundable deposit of fifty percent (50%) of the total purchase price is required to initiate the order. The remaining balance of fifty percent (50%) is due and payable in full prior to the dispatch of the Products from the Seller's warehouse or designated facility.
- **Late Payments:** Any late payments shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is lower, calculated daily from the due date until paid in full. Buyer shall reimburse Seller for all costs incurred in collecting late payments, including, without limitation, reasonable attorneys' fees and court costs.
- **Retention of Title (Security Interest):** Seller retains full legal title and ownership of all Products delivered to the Buyer until the purchase price and all outstanding sums due to the Seller have been paid in full. Until title passes to the Buyer, the Buyer must keep the Products fully insured and stored in such a manner that they are clearly identifiable as the property of the Seller. To secure Buyer's payment obligations, Buyer hereby grants to Seller a purchase money security interest in the Products, and authorizes Seller to file any UCC financing statements or other documents necessary to perfect such security interest.

3. Delivery, Shipping, and Risk of Loss

The Seller will make commercially reasonable efforts to meet scheduled delivery dates, subject to the following provisions:

- **Delivery Estimates:** Delivery times specified are approximate and based on estimated production and shipping schedules. Delivery time is contingent upon the

Seller receiving all requisite technical data from the Buyer and receipt of any required deposit. Exceeding the estimated delivery time shall not entitle the Buyer to any compensation, damages, or right of cancellation, unless explicitly agreed to by the Seller in writing.

- **Shipping and Pickup:** Unless otherwise specified, all prices are Ex Works (EXW) Seller's warehouse (Incoterms 2020). Risk of loss and damage passes to the Buyer upon availability of the goods for pickup or delivery to the carrier. Alternatively, the Buyer may arrange their own shipping services. The Seller strongly recommends that the Buyer purchases comprehensive transit insurance, as the Seller is not liable for any loss, theft, or damage occurring during transit.
- **Mandatory Inspection on Delivery:** The Buyer must conduct a thorough physical inspection of all Products immediately upon delivery in the presence of the carrier. Any damage, shortage, or non-conformity must be explicitly and clearly noted on the carrier's Bill of Lading (BOL). Failure to inspect the Products and note damages on the BOL at the time of delivery will void any insurance claims, warranties, or rights to replacement or repair by the Seller.
- **Unclaimed Goods:** If the Products are ready for pickup or delivery and the Buyer delays or fails to take possession, the goods will be stored at the Buyer's sole risk and expense. Storage fees will apply, and the Seller reserves the right to resell the Products if they remain unclaimed for more than thirty (30) calendar days.
- **Customs, Taxes, and Duties:** The Buyer is solely responsible for paying, or reimbursing the Seller for, all applicable taxes, excise duties, import tariffs, customs fees, surcharges, and any other governmental levies associated with the importation, purchase, and delivery of the Products. Any costs incurred due to customs inspections, regulatory changes, or delays shall be borne exclusively by the Buyer.
- **Packaging:** Products will be packaged in standard commercial packaging deemed suitable by the Seller. If the Buyer requests specialized or custom packaging, any and all associated costs will be invoiced to and paid by the Buyer.

4. Site Readiness and Preparation Requirements

To facilitate a successful and safe installation, the Buyer is strictly and solely responsible for preparing the installation site prior to the arrival of any technical personnel or technicians dispatched by the Seller.

- **Pre-Arrival Preparation:** All site preparation work, including structural, mechanical, environmental, and utility preparations, must be fully completed before the scheduled installation date. If the site is not fully ready upon the arrival of the Seller's technicians, the installation will be suspended, and the Buyer will be charged for waiting time, travel expenses, and rescheduling fees.
- **Electrical Infrastructure:** The Buyer must guarantee that all necessary electrical infrastructure is in place, functional, and fully compliant with technical specifications. This includes, but is not limited to, procuring and making available on-site the compatible mating male and female plugs, receptacles, and circuit breakers required for the specific equipment, as outlined in the technical documentation provided by the Seller.

5. Installation Support and Heavy Lifting

The installation of heavy equipment requires specialized resources, which the Buyer must provide:

- **Equipment & Manpower:** The Buyer is required, at its own expense, to provide adequate lifting equipment (e.g., forklifts, cranes, pallet jacks, rigging equipment) and qualified external manpower necessary to safely offload, move, and position the heavy components of the equipment.
- **Failure to Provide:** If the required machinery, equipment, or support staff is not available on-site upon the arrival of the Seller's technicians, the installation process will be halted. Any resulting delays, travel costs, and additional labor charges will be invoiced directly to and paid by the Buyer.
- **Self-Installation:** If the Buyer elects to perform the equipment installation independently without the physical presence of the Seller's technicians, the Seller may provide remote technical assistance upon request, subject to separate billing and technical support agreements.

6. Returns, Cancellations, and Refund Policy

- **All Sales Final:** Due to the highly specialized, industrial, and customized nature of the equipment, all sales are strictly final.
- **No Refunds or Exchanges:** No refunds, cancellations, returns, or exchanges are permitted once an order has been confirmed or a deposit has been paid.

7. Limited Warranty and Disclaimer

Seller provides a limited warranty on all equipment, subject to the following terms:

- **Duration:** The equipment is warranted to be free from defects in material and workmanship for a period of two (2) years.
- **Commencement Date:** The warranty period commences strictly on the date of commissioning (first start-up) of the equipment.
- **Coverage and Exclusions:** This warranty covers only the repair or replacement of defective parts due to manufacturing errors under normal operating conditions. This warranty does not cover defects or damage resulting from:
    - Improper installation, site preparation, or utility connection.
    - Misuse, abuse, negligence, or accidental damage.
    - Unauthorized modifications, alterations, or repairs performed without the prior written consent of the Seller.
    - Failure to strictly adhere to the operating and maintenance manuals provided by the Seller.
    - Normal wear and tear.
- **WARRANTY DISCLAIMER:** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

This warranty is strictly limited to the replacement of defective parts due to manufacturing errors under normal operating conditions. This warranty is for PARTS

ONLY and explicitly excludes any and all labor costs, travel expenses, or other charges associated with the diagnosis, removal, repair, or installation of parts.

8. Limitation of Liability

THE FOLLOWING LIMITATIONS OF LIABILITY ARE CRITICAL AND CONSTITUTE A MATERIAL BASIS OF THE BARGAIN BETWEEN THE SELLER AND THE BUYER:

IN NO EVENT SHALL EBPE (SELLER) BE LIABLE TO THE BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF TIME, OR DOWN-TIME, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, THEIR DELIVERY, THEIR PERFORMANCE, OR ANY BREACH OF THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SELLER'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATED TO ANY ORDER OR THE PRODUCTS PROVIDED SHALL NOT EXCEED THE ACTUAL NET AMOUNT PAID BY THE BUYER TO THE SELLER FOR THE SPECIFIC EQUIPMENT OR PRODUCTS GIVING RISE TO THE CLAIM.

9. Certifications, Local Codes, and Permits

- **Certifications:** Unless expressly and specifically noted in writing in the Seller's official quote, the equipment quoted does not possess ETL or NSF certifications, listings, or approvals. Should local regulatory bodies, health departments, or inspectors require modifications or additions to the equipment to comply with local standards, all such modifications shall be performed at the Buyer's sole risk and expense.
- **Compliance with Codes:** The Buyer is solely responsible for ensuring compliance with all state, county, and local codes, safety standards, environmental regulations, zoning laws, permits, and administrative approvals required to install and operate the equipment.

10. Governing Law, Jurisdiction, and Dispute Resolution

Because the Buyer is located or operates in the United States, the parties agree to the following legal provisions:

- **Governing Law:** These Terms and any dispute arising out of or relating to the transaction between Seller and Buyer shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- **Jurisdiction & Venue:** Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted exclusively in the federal or state courts located in the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts.
- **Waiver of Jury Trial:** THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS.

11. Force Majeure

The Seller shall not be held responsible, liable, or deemed in default for any delay or failure in performance resulting, directly or indirectly, from acts, events, or circumstances beyond its reasonable control. These events include, but are not limited to, acts of God, natural disasters, severe weather conditions, strikes, labor disputes, lockouts, supply shortages, raw material scarcity, factory closures, war, riots, acts of terrorism, epidemics, pandemics, government restrictions, embargoes, export/import bans, or transportation disruptions.

12. Miscellaneous

- **Severability:** If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- **Entire Agreement:** These Terms constitute the entire agreement between the Seller and the Buyer regarding the purchase of the Products, superseding all prior oral or written agreements, negotiations, or understandings.
- **Waiver:** No waiver by the Seller of any breach or default by the Buyer under these Terms shall constitute a waiver of any subsequent breach or default.