National Electrostatics Corp.

TERMS AND CONDITIONS FOR THE SALE OF EQUIPMENT AND PARTS

1. Applicability. These terms and conditions of sale (these "**Terms**") are the only terms that govern the sale of goods ("**Goods**") by National Electrostatics Corp. ("**NEC**") to _____ ("**Customer**"). Notwithstanding anything herein to the contrary, if the parties have entered into and physically signed a written contract ("**Specific Agreement**") covering the sale of the Goods covered hereby, the terms and conditions of such Specific Agreement shall apply over the Terms to the extent they are inconsistent with these Terms. The accompanying quotation (the "**Order 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 Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery. The Goods will be delivered within a reasonable time after the delivery of the Order Confirmation to the Customer. NEC shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, NEC shall deliver the Goods to the delivery address identified in the Order Confirmation ("**Delivery Point**"). NEC shall use standard methods for packaging and shipping such Goods. Customer shall take delivery of the Goods within 5 days of NEC's written notice that the Goods have been delivered to the Delivery Point. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. NEC may, in discussions with the Customer, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.

3. Shipping Terms. NEC shall make delivery in accordance with the terms in the Order Confirmation. If the Customer requests changes in shipping terms, the Customer will be responsible for paying any increase incurred by NEC.

4. Installation. In the event that the Order Confirmation includes the installation of the Goods by NEC, the NEC Terms and Conditions for Installation apply.

5. Title and Risk of Loss. Title and risk of loss pass to Customer upon delivery of the Goods to the Customer. As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to NEC a lien on and security interest in and to all of the right, title, and interest of Customer 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 Wisconsin Uniform Commercial Code.

6. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

7. Inspection and Rejection of Nonconforming Goods.

(a) Immediately upon receiving the Goods at the Delivery Point, Customer shall inspect the Goods for visible damage caused during shipping and inform NEC and the shipping company promptly, along with taking and sending pictures of the damage. Within 5 business days of the receipt of the Goods at the Delivery point ("**Inspection Period**"), Customer shall inform NEC of any additional damage to the contents of the shipment.

(b) If Customer notifies NEC of any Nonconforming Goods, NEC 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 Customer in connection therewith. Customer shall ship, at NEC's expense, the

Nonconforming Goods to NEC's facility located at Middleton, Wisconsin. If NEC exercises its option to replace Nonconforming Goods, NEC shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at NEC's expense and risk of loss, the replaced Goods to the Delivery Point. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Order Confirmation; or (ii) product's label or packaging incorrectly identifies its contents.

(c) Customer acknowledges and agrees that the remedies set forth in Section 7(b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to NEC without prior written approval of NEC.

8. Price. Customer shall purchase the Goods from NEC at the price (the "**Price**") set forth in NEC's Order Confirmation. The Price shall be paid in installments with the final installment of the Price due on the date indicated in the Order Confirmation. 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 Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, NEC's income, revenues, gross receipts, personnel, or real or personal property or other assets.

9. Order Amendments. Customer recognizes and agrees that after the date of the Order Confirmation, NEC may inform Customer of changes in the specifications of the Goods by submitting a change order to Customer along with an explanation of the change, the increase or decrease, if any, in the Price resulting from such change; and the effect, if any, on the delivery date by reason of such proposed change. Promptly after delivery of such change order to the Customer, NEC and the Customer shall meet and, acting reasonably, negotiate in good faith a mutually acceptable change to the Order Confirmation. If the parties are unable to agree on the terms of the change within a commercially reasonable time after Customer receives the change order, then the change order will be deemed not accepted. Notwithstanding the foregoing, if a change is mandated by any applicable law, the change order shall be deemed to automatically amend the Order Confirmation regardless of acceptance by Customer.

10. Payment Terms. Customer shall pay all invoiced amounts due to NEC in accordance with the Order Confirmation. Customer 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. Customer shall reimburse NEC 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 NEC does not waive by the exercise of any rights hereunder), NEC shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with NEC, whether relating to NEC's breach, bankruptcy, or otherwise.

11. Limited Warranty. NEC warrants to Customer that for a period agreed to in the Order Confirmation from the date of delivery of the Goods (for Goods which are not installed by NEC) or of completion of installation (for equipment which is installed by NEC) ("**Warranty Period**"), that such Goods will materially conform to NEC's published specifications in effect as of the date of manufacture and will be free from defects in material and workmanship and free from encumbrances on title. **EXCEPT FOR THE WARRANTY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, NEC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

12. Notice of Defect. NEC shall not be liable for a breach of the warranty set forth in Section 11 unless: (i) Customer gives written notice of the defect, reasonably described, to NEC within 5 days of the time when Customer discovers or ought to have discovered the defect; (ii) NEC is given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by NEC) returns such Goods to NEC's place of business at NEC's cost for the examination to take place there; and (iii) NEC reasonably verifies Customer's claim that the Goods are defective. NEC shall not be liable for a breach of the warranty set forth in Section 11 if: (A) Customer makes any further use of such Goods after giving such notice; (B) the defect arises because Customer failed to follow NEC's oral or written instructions as to the storage, installation,

commissioning, use or maintenance of the Goods; or (C) Customer alters or repairs such Goods without the prior written consent of NEC.

13. Remedy. With respect to any Goods not in conformity with Section 11 during the Warranty Period, NEC 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 NEC so requests, Customer shall, at NEC's expense, return such Goods to NEC. NEC reserves the right to charge a restocking fee for returned Goods. **THE REMEDIES SET FORTH IN THIS SECTION 13 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NEC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.**

14. Limitation of Liability. **IN NO EVENT SHALL NEC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, 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 NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL NEC'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 NEC FOR THE EQUIPMENT SOLD HEREUNDER.** The limitation of liability set forth in this Section 14 shall not apply to (i) liability resulting exclusively from NEC's gross negligence or willful misconduct and (ii) death or bodily injury resulting from NEC's acts or omissions.

15. Insurance. For the three years after delivery of the Goods, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than the price of the Goods in the Order Confirmation with financially sound and reputable insurers. Upon NEC's request, Customer shall provide NEC with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against NEC's insurers and NEC.

16. Operation of Equipment. Customer agrees that it will not permit any person other than persons with sufficient laboratory experience or persons trained by NEC to handle or operate the Goods before or after site acceptance testing. Customer shall indemnify and hold NEC harmless from any claims asserted against Customer related to or arising out of the operation of the Goods except to the extent that the losses claimed were caused by Customer. Customer recognizes and agrees that the Goods are capable of producing radiation hazards and there is a danger of damage to persons and property when the Goods are not properly operated or are operated at a time that it is not ready for normal operation. NEC shall not be liable for injury or damage to person or property caused by radiation produced at any time nor if the injury or damage be caused by the act or omission of personnel other than those directly employed by seller and on its payroll. The radiation protection measures, such as those suggested by the United States Atomic Energy Commission and the National Bureau of Standards are recommended to the Customer as guides for its own program of radiation protection.

17. Compliance with Law. Customer shall comply with all applicable laws, regulations, and ordinances, including without limitation all US antiboycott laws, the Anti-Boycott Act of 2018 and the Internal Revenue Code. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Customer 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 Customer. Customer assumes all responsibility for shipments of Goods requiring any government import clearance. NEC may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

18. Export Limitations. The Goods, including any software, documentation, and any related technical data included with, or contained in, such Goods, and any products utilizing any such Goods, software, documentation, or technical data (collectively,

"**Regulated Goods**") may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any Regulated Goods to any jurisdiction or country to which, or any party to whom, or for any use for which, the export, reexport, or release of any Regulated Goods is prohibited by applicable federal or foreign law, regulation, or rule. The Customer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors. The Customer shall comply with all applicable federal and foreign laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Regulated Goods. The Customer shall provide prior written notice of the need to comply with such laws, regulations, and rules to any person, firm, or entity which it has reason to believe is obtaining any such Regulated Goods from the Customer with the intent to export or reexport.

19. Customer Termination. (a) Customer may terminate a purchase order for Goods within 30 days after the date of the applicable Order Confirmation ("**Early Termination**"). In the event of an Early Termination, all payments made by Customer to NEC in excess of the costs incurred by NEC shall be returned to Customer. (b) Customer may terminate a purchase order for Goods at any time after 30 days after the date of the applicable Order Confirmation ("**Late Termination**"). In the event of a Late Termination, in addition to any remedies that may be available to NEC, all payments made by Customer to NEC shall be retained by NEC and Customer shall pay to NEC within 30 business days after such Late Termination a termination fee equal to 10% of the invoice price of the Goods. (c) Customer may terminate a purchase order in the event that NEC has committed a material breach of these Terms, and Customer has provided NEC with written notice of such breach and allowed NEC with a reasonable time to cure such breach ("**Breach Termination**"). In the event of a Breach Termination, all payments made by Customer to NEC in excess of the costs incurred by NEC shall be returned to Customer.

20. NEC Termination. In addition to any remedies that may be provided under these Terms, NEC may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; (iii) 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; or (iv) the sale of the Goods is prohibited by applicable law. In the event of such termination by NEC, in addition to all other remedies available to NEC, all payments made by Customer to NEC shall be retained by NEC.

21. Waiver. No waiver by NEC of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by NEC. 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.

22. Confidential Information. All non-public, confidential or proprietary information of NEC, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by NEC to Customer, 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 NEC in writing. Upon NEC's request, Customer shall promptly return all documents and other materials received from NEC. NEC 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 Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

23. Force Majeure. No party shall be liable or responsible to the other party, nor 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 Customer to make payments to NEC 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, 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; and (f) national or regional emergency; (g) shortages in transportation facilities, and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within a reasonable time 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 30 consecutive days following written notice given by it under this Section 23, either party may thereafter terminate this Agreement upon 30 days' written notice. If the purchase order is terminated due to a Force Majeure Event, all payments made by Customer to NEC in excess of the costs incurred by NEC shall be returned to Customer.

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

25. 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.

26. 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.

27. 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 Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

28. 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 Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

29. 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 Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, facsimile (with confirmation of transmission), email, or certified or registered mail. 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.

30. 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.

31. 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: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.