

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY PLACING AN ORDER FOR PRODUCTS SUBJECT TO THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT BY PLACING AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS USING THIS WEBSITE IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) DO NOT HAVE LEGAL AUTHORITY OR CAPACITY TO FORM A BINDING CONTRACT WITH SEACON CORPORATION, OR (iii) ARE OTHERWISE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF SEACON'S PRODUCTS OR SERVICES BY APPLICABLE LAW.

**SEACON CORPORATION ("Seacon")
SALES ORDER TERMS AND CONDITIONS**

1. SCOPE AND ORDER ACCEPTANCE

The terms and conditions contained herein ("Conditions") between Seacon Corporation, (hereafter "Seacon") and the customer submitting a purchase order ("Customer") apply to the purchase of Seacon goods ("Products"). Seacon's Products are described in a quote or in a standard price list, as provided or made available from Seacon and in effect at the time of Seacon's acceptance of Customer's purchase order ("Order"). Orders shall be deemed to be accepted by Seacon only after review and approval by Seacon for consistency with the Conditions herein and other considerations as determined by Seacon in its sole and exclusive discretion, and further subject to the issuance by Seacon of a Sales Order Acknowledgement form which indicates such Order acceptance. Upon the acceptance of an Order by Seacon, these Conditions will apply between Seacon and the Customer, and shall be deemed incorporated by reference into the Order and made a part thereof. It is the express intent of the parties that these Conditions, each Order submitted hereunder, and the respective Sales Order Acknowledgement form(s) constitute one transaction that shall be governed by the terms hereof. Accordingly, the Sales Order Acknowledgement form, these Conditions, and the non-conflicting provisions of the Order (collectively, the "Agreement") contains the entire agreement between Seacon and the Customer with respect to the transaction contemplated by the Order and supersedes all prior and contemporaneous agreements, representations and understandings,

whether written or oral. No boilerplate terms under a Customer Order or other document issued by Customer shall vary the terms of the Agreement. No modification or waiver of any provision of these Conditions is effective unless in writing and signed by each party. No failure or delay by either party in exercising any right or remedy hereunder will operate as a waiver of same. The Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns. Neither party will gain by virtue of the Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other party.

2. PRICING AND PAYMENT

The prices for Products are set forth in the then current Seacon price list or as otherwise agreed in writing. Subject to credit approval and except as may otherwise be agreed in writing, Seacon will invoice Customer for Products upon shipment. Customer will pay invoices in US dollars within thirty (30) days of invoice date. Seacon may withhold shipments until past-due payments for Products are made, and may require subsequent orders to be paid for in advance. Late payments are subject to a charge of the lesser of 1.5% per month or the maximum allowed by law for each month, or partial month, payment is late as well as collection costs, including reasonable collection and attorney's fees. Unless otherwise directed by Seacon, all such invoices will be payable by ACH or wire transfer, to the remittance address set forth in the Seacon invoice. Prices do not include and Customer shall be responsible for all taxes of any kind due in respect of the transactions contemplated by this Agreement, except taxes on Seacon's net income.

3. DELIVERY, TITLE AND RISK OF LOSS

Unless otherwise set forth in an Order and expressly stated in the Sales Order Acknowledgement form, all shipments are EXW (INCOTERMS 2022 as amended or updated from time to time) Seacon facility. Unless otherwise requested, Customer will select the carrier unless delivery terms other than EXW are applicable, in which case Seacon may at its discretion select the carrier. Packaging is in accordance with standard industry practices. Customer bears all costs of transportation, shipping, and insurance, as well as all applicable taxes, import license(s), customs charges and paying all duties, and other charges imposed by a governmental authority. Such taxes will be invoiced in addition to the price, if applicable, unless a valid exemption certificate is furnished by the Customer to Seacon prior to Seacon's acceptance of the Order. If any tax claim arises based upon a failure to provide a valid tax exemption certificate, due to an invalid tax exemption certificate, or other reasons attributable to the Customer, the Customer will be responsible for any tax, penalties and interest associated with any additional tax assessment by a taxing authority and such taxes, interest, late payment charges and/or penalties assessed on such tax will be invoiced by Seacon and paid by the Customer in accordance with the payment term set forth in the Agreement. Risk of loss and title passes to Customer upon delivery to the carrier. Seacon will use reasonable efforts to ship Products on the scheduled shipment date, but is not liable for failures to meet such date. Seacon may allocate shipment of Products among purchasers and may make partial shipments. Orders received by Seacon are noncancelable by Customer. . . Seacon's reasonable delay or refusal to ship due to export or import issues shall not constitute default.

4. LIMITED WARRANTY

Seacon warrants that Products will be free from material defects in material and workmanship at the time of delivery to Customer and for Seacon's designated shelf life of the applicable Product if published by Seacon, and will conform substantially to Seacon's published specifications as of the date of Product shipment. The remedy for any

such Product defects is for Seacon to provide conforming Products within a reasonable time following notice of the defect or, if confirming Products cannot be so provided as determined by Seacon, Seacon shall provide a refund of the applicable payments therefor. Seacon will have no obligation hereunder if its tests disclose that the alleged defect is due to causes not within Seacon's control, including alteration or abuse of the Product or if the packaging has been tampered with or opened prematurely in such a way as to risk damage to the Products.

SEACON'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR PRODUCT DEFECTS, IS LIMITED TO THE EXPRESS REMEDIES SET FORTH HEREIN. SEACON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED.

5. CONSEQUENTIAL DAMAGE WAIVER

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, FORESEEABLE OR UNFORESEEABLE, OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOST OR DAMAGED DATA, LOSS OF USE OF PRODUCTS, OR DOWNTIME), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, ARISING FROM THE SALE AND DELIVERY OF PRODUCTS OR ANY OTHER ACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED UNDER SECTION 7, SEACON'S MAXIMUM LIABILITY FOR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WILL IN NO EVENT EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT SUBJECT TO THE CLAIM OR THE PRICE PAID FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INITIAL EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY EXCLUSIVE REMEDIES.

7. INTELLECTUAL PROPERTY INDEMNITY

Seacon will defend and settle any claim against Customer alleging that the Products directly infringe any United States patent, copyright, trade secret or trademark of a third party. Seacon's indemnification obligation is subject to Customer's compliance with the following procedures: (a) Customer will notify Seacon within ten (10) days in writing of any claim or the commencement of any suit, action, proceeding or threat that Customer believes may result in losses for which it will be entitled to indemnification; (b) Customer will immediately upon such written notice tender to Seacon (and its insurer) full authority to defend or settle any such claim; and (c) Customer shall cooperate in the defense of such claim. Seacon has no obligation to indemnify Customer in connection with any settlement made without Seacon's written consent. Seacon will defend Customer against any such claim brought against Customer in the United States by counsel retained at Seacon's own expense. Customer may retain its own counsel in connection with any such claim at its own expense. This Section 7 shall not apply to any infringement or misappropriation claims arising from (1) designs, specifications or modifications originated or requested by Customer, (2) the combination of any

Product with other materials not supplied by Seacon if such infringement or misappropriation would not have occurred but for such combination, or (3) allegations of infringement made by a non-practicing entity. THIS SECTION 7 STATES SEACON'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY INFRINGEMENT CLAIMS CONCERNING THE PRODUCTS.

8. CONFIDENTIALITY

For purposes of the Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of the disclosing party (the "Disclosing Party"). In partial consideration of Confidential Information being provided to the respective parties to facilitate (i) Customer's evaluation the quality and use of the Products, and (ii) Seacon's evaluation of Customer's requirements, the following terms with respect to Confidential Information shall apply:

(A) Except as provided herein, the receiving party ("Receiving Party") and its Representatives shall not disclose any of the Confidential Information of the Disclosing Party in any manner whatsoever and shall hold and maintain the Confidential Information in confidence using the same standard of care as it takes with its own Confidential Information of like nature, but no less than reasonable care. Without limitation of the foregoing, Customer acknowledges and agrees that the intellectual property associated with the Products are proprietary to Seacon and Customer is prohibited from undertaking any action to reverse engineer the Products or to enable any third party to do so.

(B) The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's representatives and third parties for purposes of carrying out or accounting for the Agreement who (i) are advised of the confidential nature of such Confidential Information, and (ii) are bound by a written agreement or a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

(C) If the Receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Confidential Information, the Receiving Party agrees that it will, to the extent permitted by law, provide the Disclosing Party with prompt notice of such requirement in order to enable the Disclosing Party to seek an appropriate protective order or to take other steps to protect the confidentiality of such Confidential Information. In the event such notification is not permitted, such protection is not obtained or the Disclosing Party waives compliance with the provisions of the Agreement, the Receiving Party may disclose only that portion of the Confidential Information that it is legally required to disclose.

(D) Subject to each Party's obligations under the above confidentiality provisions, nothing in the Agreement shall be interpreted or construed to limit either Party's right to independently pursue its business models, including any business activities involving those offered or contemplated by the other party, or to perform or to continue to perform its own independent research, development, manufacturing or marketing of any type even if such research, development, manufacturing or marketing pertains to technology related to any of the activities performed under the Agreement.

9. PUBLICITY

Neither party will publicize nor disclose to any third party either the existence or terms of the Agreement without the consent of the other

party, except as may be necessary to comply with the law or with other obligations in this Agreement. Notwithstanding the foregoing, Seacon shall be permitted to issue a press release, in form reasonably satisfactory to Customer announcing this Agreement. Customer shall not unreasonably withhold or delay approval of such press release.

10. NOTICES

All notices to Seacon relating to the Agreement must be in writing, in English, and sent to the address set forth below. Notices to the Customer will be sent to addresses previously communicated to Seacon or via e-mail.

Seacon Corporation
Attn: Sean Condren
1917 John Crosland Jr. Drive
Charlotte, NC 28208 USA

With information copy by email to info@seaconcorp.com.

11. EXPORT

Customer agrees to comply with all U.S. export laws and regulations including without limitation the U.S. Bureau of Industry and Security's ("BIS") Export Administration Regulations ("EAR") and any other U.S. agency regulations which restrict export, re-exports and release of Seacon Products, their related technical data and the direct products of such technical data. Customer will not, directly or indirectly, export or re-export to entities on the most current U.S. export exclusion lists, to any country subject to U.S. embargo or terrorist controls, and will not use or provide Products, Services, or technical data for nuclear, missile, or chemical biological weaponry end uses as specified in the U.S. export laws and regulations.

12. FORCE MAJEURE

Seacon shall not be liable for delays due to causes beyond the control and without the fault or negligence of the party whose performance is affected, including, but not limited to, acts of God, the government, fires, floods, import or export regulations, freight embargoes, labor disputes or strikes, acts of war, terrorism, national emergency, riot, civil disturbance, or unusually severe weather.

13. GOVERNING LAW

This Agreement and the rights and obligations of the parties will be governed by and construed in accordance with the laws of the State of North Carolina without regard to principles of conflict of laws, rule or provision that would result in the application of the substantive law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application hereunder. The failure of either party to enforce any of the terms hereof will not be construed as a waiver of future enforcement of that or any other term.

14. DISPUTES

In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution ("ICDR") under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the International Arbitration Rules of the ICDR.

All disputes shall be heard by a single arbitrator. The seat and place of arbitration shall be Charlotte, NC, USA and the parties expressly consent to the use of remote or video proceedings for hearings and/or the presentation of evidence. The language of the arbitration shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties, unless required by a court of competent jurisdiction. THE PARTIES ACKNOWLEDGE AND AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL.

15. SURVIVAL

These Conditions shall apply solely to the Order(s) accepted by Seacon as provided for herein, and shall be inapplicable otherwise. Notwithstanding the foregoing, to the extent that these Conditions are deemed to terminated or expired with respect to any Order, Sections 3-16 will survive any such termination or expiration hereof.

16. SEVERABILITY

If any provision of this Agreement is determined to be legally unenforceable or invalid, the remaining provisions will continue in effect. The parties will substitute a provision that most closely approximates the economic effect and intent of the invalid provision.