

1. **CONTROLLING AGREEMENT:** These terms and conditions of sale set forth herein (this “Agreement”) shall be final and binding upon the parties. Seller as used herein shall mean Unifire AB, Bultgatan 40B, SE442 40 Kungälv, Sweden, and Buyer shall mean the other party to this Agreement. Any and all terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

2. **PAYMENT TERMS & DEPOSITS:**

- A. **General Payment Terms:** Buyer agrees to pay for the products according to Seller's payment terms. If no specific terms are stated, payment must be made on a prepayment basis. In the event Buyer fails to make any payment to Seller when due, all outstanding amounts on Buyer's account(s) with Seller become immediately due and payable without further notice or demand.
- B. **Non-Refundable Deposits:** IF THE PARTIES AGREE THAT BUYER WILL MAKE A DEPOSIT UPON ORDER (INCLUDING PREPAYMENT OR OTHER PARTIAL PAYMENT), SUCH DEPOSIT IS STRICTLY NON-REFUNDABLE UNDER ANY CIRCUMSTANCES, UNLESS OTHERWISE EXPLICITLY AGREED IN WRITING BY SELLER. Buyer acknowledges that Seller commits resources and incurs costs based on Buyer's deposit and that the deposit serves to protect Seller against loss arising from Buyer's cancellation or default.
- C. **Prepayment / Cash Before Shipment (CBS) Terms:** If the Parties have agreed to prepayment or “Cash Before Shipment” (CBS) terms, Buyer must pay in full within fifteen (15) days of Seller's written demand for payment following notice that the goods are ready for shipment. Failure to remit payment in this timeframe constitutes a material breach of this Agreement. Upon such breach, Seller may, at its sole discretion and in addition to any other legal or equitable remedies available:
- Retain any and all deposits made by Buyer in their entirety as non-refundable deposits; and/or
  - Pursue damages, including (without limitation) lost profits and costs incurred.
- D. **NET Payment Terms:** If the Parties have agreed to NET payment terms (i.e., payment within a specified number of days following invoice), whether in whole or in part, then any past-due amount will be subject to:
- A one-time service charge of three percent (3%) of the outstanding invoice principal, and
  - Interest accruing at the rate of twelve percent (12%) per annum, compounded monthly, or at the maximum rate permitted by applicable law (if such rate is lower), until paid in full.
- E. **Additional Remedies:** In addition to the rights and remedies specified in this paragraph, Seller may, in its sole discretion, exercise any other remedies available under this Agreement or under applicable law in the event of Buyer's nonpayment or other material breach.

3. **INSPECTION & ACCEPTANCE:** Claims for damage, shortage or errors in shipping must be reported within seven (7) days following delivery to Buyer. Buyer shall have seven (7) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the manufacturer's inspection and warranty.

4. **SELLER RETAINS TITLE UNTIL PAID IN FULL & RIGHT TO REPOSSESS THE GOODS:** All products delivered under this sale shall remain the property of Seller until Buyer has paid for them in full, including but not limited to any and all service charges, interest and delivery charges (if any). No products furnished by the Seller shall become a fixture by reason of being attached to real estate or real property of any kind. Seller shall acquire joint property in any new products created as a result of processing and/or mingling Seller's products with goods owned by others. The extent of such joint property is calculated in the proportion of the invoice value of the products delivered by Seller to the invoice value of the other goods. Without limitation to any other rights of Seller, and subject to any applicable law, upon the Buyer's failure to pay in a timely manner any amounts due and outstanding, Seller may, without any prior notice, repossess any goods and for that purpose may by its officers or agents enter on any property occupied by the Buyer, and (as the agent of the Buyer) on any other property which the Buyer might enter upon, where the goods may be or may be supposed to be.

5. **DELIVERY:** Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers, legal prohibitions, or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

6. **SHIPMENTS:** Incoterms 2020 shall apply to all shipments made by Unifire and as set out in Unifire's Order Confirmation. If no shipping term is specified in Unifire's Order Confirmation, all products are offered on an Ex Works (EXW) Kungälv basis, per Incoterms 2020. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. For shipments made on an Ex Works (EXW) Kungälv basis, claims for products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

7. **RETURNS:** All sales are considered final. The Buyer cannot return any product, except if it's covered under warranty. However, if local laws require a mandatory return period, returns will only be accepted within the minimum time frame required by such laws.

8. **PRODUCT MANUAL, INSTRUCTIONS AND WARNINGS:** The product instructions and warnings set out in the product manual are extremely important for the safe installation, use and operation of the equipment sold hereunder, and failure to abide by them could result in serious injury or death and/or damages to property. The product manual is available for download at <https://unifire.com/documentation/> and typically in the system's Ammolite graphical user interface. Buyer acknowledges this and hereby agrees to read, understand and abide by all warnings and, if Buyer sells or entrusts the equipment to other third parties, Buyer will explain to them the importance of reading, understanding and abiding by all instructions and warnings in the product manual. If

there are any doubts or questions about the instructions or warnings or safe operation of the product, or if you would like a further copy of the manual, please contact Unifire at [contact@unifire.com](mailto:contact@unifire.com).

9. **SOFTWARE LICENSE:** The software provided by Unifire (the “Software”) in connection with any equipment sold under this Agreement is licensed, not sold, and is subject exclusively to Unifire’s End User Software License Agreement (“EUSLA”). A copy of the EUSLA is available at <https://unifire.com/legal>. If Buyer is the end user, Buyer confirms that it has received, reviewed, and agrees to be legally bound by the EUSLA prior to installing, accessing, or otherwise using the Software. If Buyer is not the end user, Buyer agrees to ensure that any subsequent purchaser or user of the equipment receives the EUSLA and accepts its terms prior to using the Software. No use of the Software is permitted outside the scope of the EUSLA, and in the event of any conflict between this Agreement and the EUSLA concerning the Software, the terms of the EUSLA shall control with respect to Software use and licensing. By installing or using the Software, the end user acknowledges and agrees to be bound by the EUSLA. If the end user does not agree to the EUSLA, the Software must not be installed or used in any manner.

10. **REMEDIES OF SELLER:** Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller or (f) if Seller, in good faith, believes that Buyer’s prospect of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys’ fees, will be added to the balance due and Buyer shall pay all such charges.

11. **THIS EQUIPMENT IS NOT TO BE USED WITH INCAPACITATING OR IRRITATING CHEMICAL IRRITANTS.** Buyer understands and agrees that Unifire’s equipment is designed for fire fighting and other peaceful professional uses and warrants to Seller that the Equipment shall, under no circumstances, be used for the dissemination of incapacitating or irritating chemical agents or otherwise used against humans or animals.

12. **EMBARGOES:** BUYER WARRANTS AND REPRESENTS THAT THE EQUIPMENT PURCHASED UNDER THIS AGREEMENT SHALL NOT BE SOLD, EXPORTED, RE-EXPORTED, TRANSFERRED, OR OTHERWISE DISPOSED OF IN VIOLATION OF ANY APPLICABLE EMBARGOES OR SANCTIONS IMPOSED BY THE UNITED STATES OF AMERICA, THE EUROPEAN UNION, THE UNITED NATIONS, OR OTHER RELEVANT AUTHORITIES IN EFFECT AT THE TIME OF THE SALE. Buyer acknowledges that, although this Agreement is governed by Swedish law, Buyer is separately required to comply with such export controls, sanctions, and embargoes to the extent they apply to the equipment. Buyer agrees to indemnify and hold Seller harmless from any damages, penalties, or losses arising from a breach of this provision. Buyer further agrees not to divert, use, export, or re-export any equipment sold hereunder to any individual, entity, or country that is subject to U.S., E.U., U.N., or other applicable sanctions or embargoes. A partial list of countries subject to embargoes can be found at <http://www.sipri.org/databases/embargoes>.

13. **COMPLIANCE WITH LOCAL LAWS:** The Buyer agrees to strictly adhere to all applicable local, state, national, and international laws, ordinances, regulations, and statutes relevant to the purchase, import, use, and resale of the Seller’s products. It is the sole responsibility of the Buyer to become informed about and ensure compliance with all such laws and regulations in the jurisdictions where the Buyer operates or where the products will be used or sold. The Buyer agrees to indemnify, defend, and hold harmless the Seller from any claims, damages, fines, penalties, costs, liabilities, or losses resulting from the Buyer’s failure to comply with any applicable laws and regulations.

14. **NO LIABILITY FOR NETWORK SECURITY BREACHES OR UNAUTHORIZED USE OF UNIFIRE ONE APP & OTHER UNIFIRE NETWORK-CONTROLLED ROBOTIC NOZZLE SYSTEMS:** Some Unifire robotic nozzle systems are offered and sold with the ability to be connected to and controlled over a local area network (LAN) or a wide area network (WAN). Unifire urges users of such systems: (a) to ensure that the system can, in addition to any networked control device, also be physically connected to a tethered joystick or other tethered controller so that the system can be controlled in the event of a network controller device; and (b) to take extreme care to ensure that any such networked system(s) be highly secure from possible intrusion, hacking and use by unauthorized individuals. Unauthorized access to the Unifire robotic nozzle control system could result in serious damage to persons and/or property. Network security of Unifire robotic nozzle systems is strictly the responsibility of the purchaser and/or end user, and NOT of Unifire. Unifire makes no warranty, and accepts no responsibility or liability, for the security of networked robotic nozzle systems.

15. **WARRANTY: THE BUYER’S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE SELLER AT THE TIME OF THE SALE. SELLER MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.** Seller specifically disclaims, to the maximum extent permitted by law, any express or implied warranty of merchantability and of fitness for a particular purpose. Buyer understands and agrees that Seller is an equipment manufacturer only, and that this sales is for equipment only. Seller makes no representations relating to fire safety engineering or fire fighting system designs for any specific application or project. Buyer and its agents are solely responsible for determining whether the equipment offered herein is fit for Buyer’s particular purpose (and/or that of the ultimate end user, as the case may be), and Seller urges Buyer to consult with a licensed fire engineer to determine whether the equipment offered is suited to Buyer’s needs. Seller accepts no responsibility for, and expresses no opinion regarding, the appropriateness of the selection of the equipment offered herein with respect to whether the Equipment is fit for a particular purpose.

16. **LIMITATION OF DAMAGES:**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE FOR ANY AND ALL FORMS OF DAMAGES OR LOSSES OF ANY KIND, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) UPON WHICH ANY CLAIM MAY BE BASED. THIS EXCLUSION INCLUDES, BUT IS NOT LIMITED TO, LOSS OF PROFITS, REVENUE, OR DATA; LOSS OF GOODWILL OR REPUTATION; BUSINESS INTERRUPTION; DIMINUTION IN VALUE; OR ANY OTHER INTANGIBLE LOSS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF THE AMOUNTS ACTUALLY PAID BY BUYER TO SELLER PURSUANT TO THIS AGREEMENT OR ONE HUNDRED THOUSAND UNITED STATES DOLLARS (USD \$100,000), WHICHEVER IS LESS. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY OTHER REMEDY PROVIDED UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.**

**NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE SELLER'S LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, INCLUDING (WITHOUT LIMITATION) LIABILITY FOR DEATH OR BODILY INJURY CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SUBJECT TO THE FOREGOING SENTENCE, THE PROVISIONS OF THIS SECTION REFLECT A FAIR ALLOCATION OF RISK AND ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES.**

17. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY:** Except to the extent specifically granted in any software license(s) associated with this transaction (if any), this Agreement does not grant any right or license, and no other right or license is to be implied by, or inferred from, any provision of the Agreement or by the conduct of the Parties, with respect to any intellectual property right, including without limitation, drawings, specifications, plans, models, samples, process, trade secret, know-how, patents or design of either Party. Seller shall remain the exclusive owner of all intellectual property rights relating to the Goods or Services, or discovered by Seller as a result of, or incidental to, the performance of the Agreement. Buyer shall keep as strictly confidential and shall not disclose to any third party, nor use for any purpose other than the proper performance of the Agreement, any information of whatever nature regarding the Seller and/or the Goods or Services. If the Goods are manufactured according to Buyer's design, Buyer shall defend, indemnify and hold harmless Seller against any claims or liability for patent infringement related to such design.

18. **PROHIBITION OF REVERSE ENGINEERING:** The Buyer agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the design, methodology, construction, composition, or underlying information, technology or software (the "Proprietary Information") of the products provided under this Agreement. This restriction applies to all products, documentation, and other materials related to the products.

19. **TAXES & DUTIES:** The payment of any sales, excise or other taxes or duties applicable to the Equipment sold hereunder shall be the sole responsibility of Buyer.

20. **NON-WAIVER:** Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's Branch Manager.

21. **ANTI-BRIBERY AND ANTI-CORRUPTION CLAUSE:** In performing their obligations under this Agreement, each Party (including its directors, officers, employees, agents, and representatives) shall comply with all applicable anti-bribery and anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and any similar laws in the jurisdictions where either Party conducts business, and shall not, directly or indirectly, solicit, accept, offer, promise, authorize, or give any financial or other advantage, gift, or anything of value to any individual (including governmental officials) for the purpose of improperly influencing any decision or securing an unfair business advantage; each Party represents that it maintains adequate internal controls and procedures designed to prevent and detect bribery or other corrupt activities, and shall promptly notify the other Party upon becoming aware of any actual or suspected violation of this clause in connection with the Agreement; if a Party reasonably believes that the other Party has breached any of these obligations, such non-breaching Party may immediately terminate this Agreement by written notice without liability, and the breaching Party shall indemnify and hold harmless the non-breaching Party from any losses, damages, fines, penalties, costs, or expenses (including reasonable attorneys' fees) arising out of or related to such breach.

22. **SEVERABILITY:** The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, such provision shall be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law and the remaining conditions and provisions or portions thereof shall nevertheless remain in full force and effect and enforceable to the extent they are valid, legal and enforceable, and no provisions shall be deemed dependent upon any other covenant or provision unless so expressed herein.

23. **FORCE MAJEUR:** The ICC Force Majeure Clause (Long Form) is incorporated in the present contract. The full text of this clause is available at <https://iccwbo.org/content/uploads/sites/3/2020/03/icc-forcemajeure-hardship-clauses-march2020.pdf>

24. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of Sweden, without giving effect to any choice of law or conflict of law rules or provisions (whether of Sweden or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than Sweden. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

25. **DISPUTE RESOLUTION:** Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall first be referred to mediation in accordance with the Mediation Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"), unless one Party objects. If one Party objects to mediation or if the mediation is terminated, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC. The Rules for Expedited Arbitrations shall apply unless the SCC, taking into account the complexity of the case, the amount in dispute, and other relevant circumstances, determines that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All mediation and arbitration proceedings shall take place in Sweden and shall be conducted in the English language. Notwithstanding the foregoing, each Party reserves the right to seek interim or injunctive relief (including conservatory or protective measures) in the Swedish courts of competent jurisdiction to preserve the status quo or protect its rights and interests pending the outcome of any mediation or arbitration.

26. **ENTIRE AGREEMENT:** This document, together with Unifire's Offer and/or Order Confirmation, together constitute the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contain all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's Branch Manager. All transactions shall be governed solely by the Offer, Confirmation and Terms and Conditions contained herein.