

Kjellberg Cutting, Inc.**Effective Date April 1, 2021****General Terms and Conditions**

These General Terms and Conditions apply to all business transactions with purchasers (hereafter referred to as "Buyer") of our products. This is an offer by Kjellberg Cutting, Inc. (hereafter referred to as "KCI") to sell "Goods," identified as any saleable item, to Buyer. Acceptance by Buyer of this offer shall constitute the contract by which Kjellberg Cutting, Inc. shall sell and Buyer shall purchase Goods, as expressly and exclusively limited by these terms, conditions and limitations.

Pricing

Net prices will be in US Dollars and according to the Price List provided by KCI to Buyer net of any applicable discount to Buyer, which discount is in the sole and absolute discretion of KCI, and which shall apply only at the time of the offer.

Quoted prices on the Price List do not include any taxes and are quoted ex-warehouse Lewisville, TX USA. Unless otherwise specified on the face of the purchase order, the purchase price of Goods does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising in connection with the sale, purchase, manufacture, processing, fabrication, delivery, storage, use, consumption, or transportation of Goods. The amount of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other

governmental charge applicable to this offer and to the sale and/or furnishing of Goods shall be in addition to the cost of Goods and shall be invoiced to, and paid by, Buyer.

KCI reserves the right, in its sole discretion, to change pricing from that set forth on the Price List due to KCI's cost increases and to modify or discontinue any of the goods identified on the Price List.

Genuine Consumables

KCI equipment is certified to rigid national and international safety standards. These standards are based on, and contingent upon, the use of genuine KCI equipment, parts, consumables, torches and supplies ("Consumables") only. To maintain these standards, it is Buyer's responsibility to ensure that they are supplying, and end users are using only genuine KCI components and Consumables. KCI shall have no responsibility for any damage to, or malfunction of, KCI equipment if such equipment is operated with any non-genuine component and/or Consumable.

Any damage to KCI equipment operated with non-genuine components and/or Consumables shall invalidate KCI's limited warranty as set forth herein.

Credit Terms & Payment

KCI reserves the right, in its sole discretion, to cancel or hold an order or require

payment in cash or immediately available funds based on Buyer's credit history or any maximum credit limits established by KCI.

Unless otherwise agreed by KCI, invoices are due and payable without deduction within thirty (30) days of KCI's delivery of Goods. KCI shall assess a 1.5% per month late charge for any invoice outstanding past the due date. Buyer shall reimburse KCI for all costs incurred in collecting any late payments, including, without limitation attorneys' fees.

Delivery

All domestic deliveries of Goods shall be F.O.B. to KCI's shipping point, and all international deliveries of Goods shall be Ex Works KCI Texas warehouse. Title and risk of loss passes to Buyer upon delivery of Goods to KCI's shipping point or upon tender to Buyer's agent. As collateral security for the payment of the purchase price of Goods, Buyer hereby grants to KCI a lien and security interest in and to all of the right, title and interest of Buyer in, to and under 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 Texas Uniform Commercial Code.

Goods will be delivered within a reasonable time after the receipt of Buyer's order. KCI shall not be liable for any delays, loss or damage in transit. All delivery dates provided by KCI shall be considered estimates and are subject to change.

Minimum Order

For all Goods shipped to Buyer designated locations in the United States of America ("USA"), the minimal order value shall not be less than \$200.00. KCI reserves the right to increase Buyer's order quantity and the corresponding purchase price to achieve the stated minimum.

Freight

Buyer shall be responsible for all freight charges on shipments of Goods by common carrier selected by KCI. Buyer can request expedited shipping at its sole cost.

Drop Ship

Buyer shall stock, promote and sell genuine KCI Consumables and standard repair parts in sufficient quantities to ensure quick delivery upon request from Buyer's customers.

If Buyer does not have sufficient stock of Consumables or other parts to fulfill customer requests, Buyer shall order the required Consumables or other parts from KCI and KCI shall ship such required Consumables or other parts directly to Buyer's customer's location if required. The minimum order requirement of \$200 applies. All drop shipments will be billed to Buyer in accordance with these General Terms and Conditions.

Limited Warranty

KCI warrants to Buyer that for the period identified below ("Warranty Period"), Goods identified below will materially conform to the description set forth on their containers or labels and will be free from material defects in workmanship and materials and shall materially conform to

any description of Goods set forth on their containers or labels.

The Limited Warranty above does not apply to Consumables, which by their nature are designed for limited utility, unless the failure of such Consumable is due solely to a defect in material or workmanship.

Consumables include, but are not limited to torches, hose packages and all other items indicated as such on the purchase order or Price List.

Plasma Torches

KCI's warranty for plasma torches applies **only** if the identified defect existed at the time of delivery. Buyer shall inspect the plasma torches within 30 days of receipt (the "Inspection Period"). Buyer will be deemed to have accepted Goods unless it notifies KCI in writing of any nonconformance of a plasma torch during the Inspection Period and furnishes written evidence or documentation as reasonably required by KCI. Upon delivery of written notice as required above, Buyer shall return the torch head fully equipped and in the same condition it was when delivered to Buyer. If the torch head is not fully equipped or in the condition it was when delivered to Buyer, no warranty will apply and KCI shall have no liability or obligation with regard thereto.

KCI shall not be liable for a breach of the limited warranty set forth herein if (i) Buyer or its customer makes any further use of such Goods after deliver of notice to KCI; (ii) the defect arises because Buyer or its customer failed to follow KCI's written or oral instructions as to the transport, storage, installation, commissioning, use or maintenance of Goods or (iii) Buyer or its

customer alters or repairs such Goods without the prior written consent of KCI.

Damage, caused in KCI's sole opinion, by any of the following shall negate any warranty claim made by Buyer:

- mechanical damage resulting from improper handling, such as the failure to use recommended tools, fall or collision,
- external interference by non-authorized/non-trained personnel,
- use of a cooling liquid other than that specifically prescribed by KCI,
- use of false or impure gases, in deviation from the user instructions in the operating manual; or
- use of non-genuine KCI Consumables.

The above list is illustrative and not exhaustive. Any other conditions caused by inappropriate use, repair, storage or other action (or failure to act) on the part of Buyer or Buyer's customer shall likewise negate any warranty claim.

Subject to the timing and qualifications set forth herein for a valid warranty claim, with respect to such Goods and only during the Warranty Period, KCI shall, in its sole discretion, repair or replace the damaged part.

The limitation of warranty claims (warranty period) resulting from material defects in materials or workmanship quality are subject to the following time limitations from the date of delivery:

- Plasma Torches – 12 months
- Power sources - 24 months

- Gas control units – 24 months
- Plasma torch connection units
-24 months
- Cooling units- 24 months

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, KCI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Claims/Returns

It is understood that from time-to-time Buyer may wish to return, for credit or replacement, components previously supplied by KCI. KCI shall evaluate these situations on a case-by-case basis and make a determination in its sole and absolute discretion. A 20% restocking fee will be billed to the Buyer for an approved return. Furthermore, the following additional conditions shall apply.

- 1) Warranty replacement
 - a) A KCI service department ticket number must be supplied by KCI to Buyer authorizing the return.
 - b) After a service ticket number is issued, Buyer may request and RMA number from KCI customer service along with request for a replacement part.

- 2) Unused Material Returns
 - a) All returns of unused components must be approved by KCI in its sole and absolute discretion.
 - b) All requested returns must be within ninety (90) of the original purchase date.
 - c) All returns must be in like new condition and in the original packaging.
 - d) No electronic components shall have been installed prior to return.
- 3) Shipping costs
 - a) Buyer is responsible for shipping cost from Buyer to KCI for return of Goods.
 - b) Buyer is responsible for shipping cost from KCI to Buyer or Buyer's customer, for any replacement part.

THE REMEDIES SET FORTH HEREIN SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND KCI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN

Service Qualifications

In connection with its purchase of Goods, Buyer shall do the following.

- a) Market and Promotion. Promote the sale and use of KCI products in the US to its potential and existing end users with sales and marketing materials or content provided by KCI for such purpose.
- b) Reaction to Inquiries.
 - i. React to inquiries and requests from potential and existing customers regarding

- the purchase, installation, operation, and maintenance of KCI equipment.
- ii. Supply qualified personnel to work with KCI to satisfy inquiries and requests from Buyer's customers.
 - c) Certified Staff. Maintain a sufficient staff of KCI certified technicians and customer support and sales personnel to handle all incoming inquiries from Buyer's potential and existing customers.
 - d) Service Training. Complete all KCI training and ensure certification of service personnel for integration, installation and service of KCI equipment. Training may be onsite or conducted remotely by KCI. The certification process is in the sole and absolute discretion of KCI.

Training

Buyer shall maintain a well-trained staff sufficient to support both the in-house and field service needs of its customers and shall continuously update and train all sales and service personnel. Buyer must cause to be trained and certified by KCI any personnel responsible for the integration, installation or service of KCI equipment. KCI will provide Buyer with training opportunities on an annual basis at no cost to Buyer. Opportunities may consist of on-site training at KCI, remote training at Buyer location, web-based seminars or any other method KCI determines appropriate. Buyer is responsible for all other costs associated with attending such training, including but not limited to travel, food and lodging expenses. Personnel must be trained or recertified in a manner approved by KCI no less than every two years on each KCI

product line offered by Buyer to its customers.

Safety Materials

All KCI equipment is delivered with certain safety packaging, informational documents, operations manuals, safety bulletins, warnings, cautions and other safety related documents, placards or notices. It is Buyer's responsibility to ensure all such information is maintained in its original packaging and condition and not changed or altered in any way. All such information must be delivered by Buyer to its customers/end users in the same condition as supplied to Buyer by KCI. Buyer may not alter, eliminate or omit any part of information supplied. Buyer shall be solely responsible for any failure to deliver such information to any customers/end users and any and all consequences resulting therefrom.

Technical Assistance

KCI will supply as needed technical assistance via phone, internet or other cloud-based method at no cost to Buyer in support of KCI products. These services will be offered during normal business hours (7:30am through 5:30pm Central Standard Time).

KCI will supply to Buyer all available service manuals, forward facing technical documentation and any other information KCI deems necessary or appropriate for Buyer's support of its customers/end users.

Field Service

It is expected that Buyer will be trained and capable of providing service to its customers/end users. KCI may supply field

service support at end user locations as deemed necessary by KCI in its sole and absolute discretion. KCI shall determine in its sole and absolute discretion whether to charge Buyer a fee for such field service. In all cases where a fee is deemed appropriate, KCI shall directly bill Buyer. KCI will not bill Buyer's customer/end user.

Any fee on field service shall be charged based on the current published field service rates established by KCI.

Insurance

Buyer will have and maintain in effect general commercial liability insurance in a minimum amount of US\$2 million for any occurrence and US\$4 million in the aggregate as well as property insurance coverage sufficient to cover Buyer's property and any Goods maintained or held temporarily at Buyer's facility. Buyer shall have KCI named as an additional insured on such policies. Copies of Certificates of Insurance evidencing of such coverage will be supplied by Buyer to KCI upon request.

Indemnification

Buyer shall defend, indemnify, and hold harmless KCI and KCI's directors, officers, employees, agents and affiliates from and against any personal injury or property damage claims, suits, actions, expenses, losses or damages whatsoever (collectively, "Claims"), including but not limited to such Claims (i) under strict liability or products' liability, together with attorneys' fees, arising out of or in any way related to Buyer's incorporation of Goods into its equipment or products and Buyer's customer's use thereof and (ii) Buyer's or Buyer's agents, employees, service

personnel, customer service representatives, subcontractors or other agents failure to act under, or honor its obligations as set forth in these General Terms and Conditions. Buyer shall be responsible for the actions and failure to act of all parties retained by, through, or under Buyer in connection with these General Terms and Conditions and the purchase and use of Goods.

Buyer shall without limitation as to time, defend, indemnify and save KCI and KCI's affiliates, directors, officers, employees, and agents harmless from and against all Claims which may be asserted against Goods, including without limitation mechanic's liens or Claims arising under workers' compensation or occupational disease laws and from all claims for injury to persons or property arising out of or related to such Goods unless the same are caused solely and directly by KCI's negligence.

Non Disclosure

All of KCI's non-public, confidential or proprietary information, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, parts lists, price lists, operational and safety manuals and documents, disclosed by KCI to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, whether or not marked, designated or otherwise identified as "confidential" in connection with these General Terms and Conditions and Buyer's relationship with KCI are confidential, solely for the use of Buyer in connection with the purchase and sale of Goods and may not be disclosed or copied unless authorized in advance in writing by KCI in writing. Upon KCI's request, Buyer shall promptly return all documents and other materials received

from KCI. KCI shall be entitled to injunctive relief for a violation of these confidentiality provisions. This provision does not apply to information that is (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.