

Janitza North America LP

Standard Terms and Conditions of Sale

1. Contract Terms

These Standard Terms and Conditions of Sale ("**Conditions of Sale**") shall apply to (i) any purchase or procurement of Goods ("**Goods**"), which may contain embedded software, irrespective of whether such Goods are manufactured by ourselves or procured from suppliers, ii) providing any services ("**Services**"), and (iii) the grant of non-exclusive license rights to utilize certain software on a standalone basis ("**Software**"), or as a software subscription, software-as-service, platform, hosting and other cloud-based software service ("**Software Services**") by the legal entity procuring such Goods or Services or licensing such Software ("**Purchaser**") from Janitza North America LP that provided the proposal or is selling the Goods and Services or licensing the Software ("**Janitza**"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Janitza, the specific conflicting terms of such master agreement shall prevail unless otherwise provided for in such master agreement. To the extent that there is a conflict between these Conditions of Sale and another set of Janitza terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of such proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed written consent of an authorized Janitza representative. Any purchase order or statement of work (a "Purchase Order") or other communication or document from the Purchaser that contains terms and conditions in addition to or inconsistent with these Conditions of Sale shall not be binding upon Janitza unless Janitza expressly agrees to and accepts such terms and conditions in writing; and neither Janitza's acceptance of a Purchase Order nor Janitza's failure to object to such terms and conditions contained in any Purchase Order or other communication or document from the Purchaser shall be construed as a waiver of these Conditions of Sale or an acceptance by Janitza of any such terms and conditions. The Purchaser may issue to Janitza a Purchase Order for purchase or licensing of the Goods, Services or Software, as applicable, in written or electronic form as directed by Janitza. The attached Exhibits shall apply, in addition to these Conditions of Sale, to the Goods, Services and Software. The Standard Terms and Conditions of Sale may be changed or updated at any time, without notice, and the published version applies at the time a Purchase Order is received by Janitza. The current Conditions of Sale, as of October 7, 2025, is published on Janitza's website <http://janitza.com/us/standard-terms-and-conditions-of-sale>.

2. Prices

- a. Unless otherwise stated in an applicable quotation or proposal from Janitza or Exhibit 1 for Proposal based quotations, all prices are subject to change by Janitza without notice.
- b. Unless otherwise agreed to in writing by Janitza, prices for orders scheduled for immediate release shall be those in effect at time of order entry by Janitza.
- c. Prices for orders placed for future shipment without an agreed price and ship date will be billed at the pricing in effect as of the shipment date.
- d. Prices exclude shipping or freight charges.
- e. All clerical errors by Janitza are subject to correction.

3. Taxes, Duties and Tariffs

Unless otherwise expressly set out in Janitza's relevant proposal or quotation or in the relevant Purchase Order, prices do not include any tariffs, taxes, duties or any other governmental levies (including, but not limited to, all present or future gross receipts, sales, use, ad valorem, revenue, excise, value-added (VAT), withholding, harmonized sales, digital services taxes, goods and services taxes or any other similar taxes; all present or future import, export, or any other similar duties; and any other tariff or surcharge now existing or hereafter imposed by governmental authorities upon Product, Software and/or Services "Levies"). The Purchaser shall be responsible for all such Levies incurred by Janitza in connection with the sale of the Product, the provision of Services and/or the licensing of Software or component or part of each of the foregoing. Any such Levies shall be chargeable to the Purchaser on the applicable Product, Service, or Software invoice, unless the Purchaser furnishes Janitza at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing such Levies.

4. Terms of payment

- a. Payments are due net 30 days from the date of invoice. Invoices for progress or milestone payments become due on the date of completing such threshold.
- b. Late payments may be subject to interest charges at the rate of one percent (1%) per month, or as otherwise required by law.
- c. If at the Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Goods and Services completed to date will be invoiced to the Purchaser and Janitza shall be entitled to invoice for all other amounts under the Purchase Order.
- d. Acceptance of all Purchase Orders is subject to the Purchaser meeting Janitza credit standards. Terms are subject to change for failure to meet such standards. For an authorized distributor or authorized reseller order, applicable terms of payment are stated in the quotation or applicable discount schedule. Janitza reserves the right at any time to demand full or partial payment before proceeding with Purchase Order if, in its sole judgment, as a result of changes in the financial condition of the Purchaser the terms of payment originally specified are no longer justified.
- e. The Goods held for the Purchaser shall be at the risk and expense of the Purchaser.
- f. If completion of the Services or delivery of the Product is delayed more than 30 days after the originally scheduled delivery date and such delay is not caused by Janitza, Janitza reserves the right to take any of the following actions, as it may determine in its discretion: (i) ship all the Goods to the Purchaser who will accept responsibility

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for such Goods including payment; (ii) store all or a portion of such Goods at its facility and charge the Purchaser rent in an amount to be determined by Janitza for such storage; (iii) sell all or a portion of such Goods to a third-party without any liability to the Purchaser; and/or (iv) abandon or otherwise dispose of such Goods without any liability to the Purchaser.

- g. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Janitza's other lawful remedies, Janitza reserves the right to suspend or cancel the Purchase Order. If the Purchaser fails to pay for the Goods and Services within thirty (30) days of when payment is due, Janitza reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or the Goods and Services and the Purchaser consents to such filings and registrations.

5. Delivery, Schedule and Installments

Dates for delivery, schedule, or execution for the Services, Software or Goods set out on a Purchase Order are subject to confirmation by Janitza and until such confirmation may change solely based on Janitza's circumstances. All confirmed dates are based on the prompt receipt by Janitza of all required information enabling achievement of such dates and Janitza reserves the right to change such dates in the event additional information is necessary or other information was not provided.

Janitza reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve the Purchaser of its obligations to pay for such shipment or to accept remaining shipments.

6. Title and Risk of loss

Unless otherwise specifically agreed by the Parties, the Goods are delivered FCA (free carrier) in accordance with the Incoterms 2020 apply, Janitza's designated facility and the risk of loss or damage shall pass to the Purchaser upon collection of the Goods by the first carrier at Janitza's premises, plants or warehouses. Delivery of the Goods by Janitza will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Goods in good order. Unless otherwise agreed upon in a Purchase Order, title to all Goods sold hereunder, except for Software (including software embedded in a Product) whose title remains at all times with Janitza or the third-party licensor, shall pass to the Purchaser upon full payment of the Purchase Order.

7. Substitutions

Janitza may furnish suitable substitutes for the Goods or components thereof that are unobtainable at prices or based on other terms and conditions (including delivery) acceptable to Janitza or because of priorities or regulations established by governmental authorities or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Goods. Janitza assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Goods.

8. Shortage

With respect to any Goods, Services or Software, the Purchaser must submit to Janitza in writing all claims for shortages defects or errors in respect of such Goods, Services or Software within 30 days after the invoice date for such Goods, Services or Software, as applicable, and failure to give such notice shall constitute unqualified acceptance of such Goods, Services and Software and a waiver of all such claims by the Purchaser.

9. Changes

- a. The Purchaser may request changes that affect the scope, duration, or delivery schedule (including the Purchaser's rescheduling of a shipment) of a Purchase Order, including changes in the specifications and Goods, Software or Services to be delivered or licensed, that goes into effect after the date of the original Purchase Order. If the Purchaser requests any such change, Janitza shall provide a quotation as to revised price and schedule. Pricing changes shall be based on the then current Janitza prices.
- b. Notwithstanding anything in these Conditions of Sale to the contrary, Janitza shall not be bound by or required to agree to any change requested by the Purchaser. In the event Janitza agrees to a change requested by the Purchaser, the parties will enter into an amendment to the Purchase Order in the form of a change order reflecting such agreement. A change order shall not modify any provisions of these Conditions of Sale unless the parties agree in writing to do so.
- c. For additional requirements in Changes for Proposal Based Terms see Exhibits 1 and 2.

10. Force Majeure

Janitza shall be excused from and not be liable for any delay or non-performance of a Purchase Order if such delay or non-performance is due, in whole or in part, to any Force Majeure Event. A **"Force Majeure Event"** means any epidemic, pandemic, public health emergency, war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, acts of God, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout, boycott or other industrial disturbance whether at Janitza or one of its suppliers; sabotage, accident, cyber-attack, embargo, car shortage, wrecks or delays in transportation, non-delivery, unavailability or shortages of materials, parts or components or order or action of government authority or any other event, circumstance

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or cause beyond the reasonable control of Janitza, or which Janitza could not reasonably foresee or reasonably provide against. Any delay resulting from a Force Majeure Event shall extend the date of delivery or performance accordingly and the price will be adjusted to compensate Janitza for the delay. Janitza reserves the right to cancel a Purchase Order without liability to the Purchaser, if in Janitza's opinion such circumstances threaten or cause extended delay in the performance thereof. In no event shall Janitza be subject to any contractual sanctions including without limitation, delay penalties, liquidated or other damages or termination for default as a result of Force Majeure Event under this Section.

11. Standard Warranty

- (a) Goods. With respect to the Goods manufactured by Janitza under its own brands and supplied by Janitza as part of the Purchase Order, if any, Janitza warrants such Goods, for a period of 15 months from the original date of shipment from Janitza, or 12 months from the original sale date to the end-user site, whichever occurs first, against defects in material and workmanship of those Goods under normal use of such Goods in accordance with their intended purpose.
- (b) Services. With respect to Services performed by Janitza's personnel as part of the Purchase Order, if any, Janitza warrants such Services, for a period of 12 months from the date of invoice for such Services, will be performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry.
- (c) Software Product Warranty. With respect to Software licensed by Janitza, Janitza warrants such Software to the original licensee that such Software will perform substantially in accordance with its specification for a period of ninety (90) days from the date it is delivered. Janitza further warrants that the media upon which such Software is provided is free from defects in materials and workmanship under normal use and service of such media for a period of ninety (90) days from the date it is delivered.

Exclusive Warranty Remedies: In the event of any warranty covered defects or deficiencies in the Goods in subsection (a) above, or Services in subsections (b) above, or Software in subsection (c) above, the sole and exclusive obligation of Janitza for the warranty period specified in the applicable subsection of (a), (b) or (c) respectively shall be to re-perform the Services, or repair or replace the defective Goods or part of the Goods, or provide an update to the Software to correct the non-conformance or replace the Software with the latest available version containing a correction, at Janitza's sole discretion. Janitza shall have no other obligation to provide updates or revisions.

The foregoing warranty coverage is contingent on the Purchaser providing prompt notification to Janitza once such defect or deficiency is reasonably apparent to the Purchaser.

Exclusions & Limitations: Warranties under these Conditions of Sale shall not apply (a) to the Goods or Software not manufactured by Janitza, (b) Services not provided directly by Janitza, (c) to Goods, Software or Services that have been repaired or altered by anyone other than Janitza, (d) Janitza's conformance with the Purchaser's design of the Goods, Software, or Services, or (f) to Goods, Software or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Janitza's reasonable control, or any non-Janitza operation, maintenance or storage, or to other than normal use or service. The foregoing warranties in this Section 11 do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 11, JANITZA HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO WARRANTIES OF NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 11, THE PURCHASER IS PURCHASING, AND JANITZA IS SELLING OR LICENSING, AS APPLICABLE, THE GOODS, SOFTWARE AND SERVICES ON AN "AS-IS, WHERE-IS", "WITH ALL FAULTS" BASIS.

JANITZA MAKES NO WARRANTY THAT THE GOODS, SOFTWARE OR SERVICES WILL MEET THE PURCHASER'S REQUIREMENTS, OR THAT THE PURCHASER'S USE OF THE GOODS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. JANITZA DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE GOODS, SOFTWARE OR SERVICES WILL BE SECURE OR FREE FROM VULNERABILITIES, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSIONS OR CYBER THREATS OR THAT SOFTWARE OR GOODS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED AND APPROVED BY JANITZA, AND JANITZA DISCLAIMS ANY LIABILITY IN RELATION THERETO. EXCEPT AS MAY BE PROVIDED IN WRITING BY JANITZA, JANITZA SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO GOODS, SOFTWARE AND SERVICES SOLD BY JANITZA TO THE PURCHASER. BY USING THE GOODS, SOFTWARE OR SERVICES, THE PURCHASER UNDERSTANDS THESE LIMITATIONS AND AGREES THAT THE PURCHASER ACCESSES AND USES THE GOODS, SOFTWARE AND SERVICES AT THE PURCHASER'S OWN DISCRETION AND RISK AND THAT THE PURCHASER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE PURCHASER'S SYSTEMS OR ASSETS OR LOSSES THAT ARISE FROM OR RELATE TO SUCH ACCESS OR USE.

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Non-Janitza Goods, Software or Services: With respect to the Goods or Software not manufactured or developed by Janitza, or Services provided by non-Janitza providers, the warranty obligations of Janitza shall in all respects conform and be limited to the warranty actually extended to Janitza by such non-Janitza supplier, if any.

12. Return of Goods

- a. No Goods may be returned without first obtaining Janitza's written permission and a Returned Merchandise Authorization (RMA) by emailing support-us@janitza.com. Returns must originate from the original Purchaser account number. Returned Goods must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Goods must be securely packed to reach Janitza without damage and labeled with the return authorization number. For any returns, Janitza will pay the carrier and deduct the freight charges from the credit unless the returns result from Janitza breach of warranty, freight charges will be paid by Janitza. Any cost incurred by Janitza to return Goods to first class condition will be charged to the Purchaser.
- b. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Goods being returned as provided by the Purchaser. Janitza Goods, and which are accepted for credit, not involving a Janitza error, shall be assessed a 20% restocking fee of the invoiced price. Any freight, taxes or other surcharges will not be credited. Items may not be returned after three (3) months from the invoiced date.

13. Intellectual Property Rights, Copyright and Infringement

- a. Janitza retains ownership of all right, title and interest in and to the intellectual property (including copyright and patent rights) arising from or relating to any and all Goods, Software and Services and any work product arising from or relating to such Goods, Software and Services. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any Software or embedded software contained in Goods, except the limited right to use it as provided in the documentation.
- b. Subject to the other terms and conditions of these Conditions of Sale, as to Goods designed and furnished by Janitza, Janitza shall defend, with counsel of its choice, any suit or proceeding brought against the Purchaser by a third party to the extent such suit or proceeding is based on a claim that such Goods constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if the Purchaser shall have made all payments to Janitza then due hereunder and if Janitza is notified promptly in writing and given control, authority, information, and assistance for the defense of the same. In the event the use of such Goods by the Purchaser is enjoined in such a suit or proceeding, Janitza shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Goods (b) modify such Goods to render them non-infringing, or (c) replace such Goods with non-infringing Goods. Janitza will not be responsible for any compromise or settlement or such suit or proceeding made without its written consent. The foregoing states the entire liability of Janitza for infringement or misappropriation of any intellectual property. Notwithstanding anything in these Conditions of Sale to the contrary, in no event shall Janitza be liable if any infringement or misappropriation claim, charge, suit or proceeding that is based on the use of Janitza Goods for a purpose other than that for which it was sold by Janitza or for a use in a design in which the Janitza product is incorporated. As to any Goods or Services furnished by Janitza to the Purchaser and manufactured or provided in accordance with designs proposed by the Purchaser, the Purchaser shall indemnify and hold harmless Janitza against any liabilities, losses, taxes, damages, costs, fees and expenses (including reasonable attorneys' fees), including any award made against Janitza for any infringement or misappropriation of any intellectual property.

14. Software

Any Software or computer information, in whatever form, embedded software in a Product or provided as part of a Service is licensed to the Purchaser solely pursuant to standard licenses of Janitza or its supplier, which licenses are hereby incorporated by reference and are available upon request. The Purchaser shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of any Product, Software or Services.

15. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT SHALL JANITZA, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE OR PROFITS, OR LOSS OF DATA OR BUSINESS INFORMATION, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO ANY PRODUCT, SOFTWARE OR SERVICE PROVIDED OR LICENSED TO THE PURCHASER, THE MAXIMUM LIABILITY OF IN RESPECT OF SUCH CLAIM SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO JANITZA UNDER THE PURCHASE ORDER FOR THE PRODUCT, SOFTWARE OR SERVICE GIVING RISE TO SUCH CLAIM.

16. Indemnification

The Purchaser agrees to indemnify, defend, and hold harmless Janitza from and against any and all claims, damages, liabilities, deficiencies, settlements, interests, awards, penalties, fines, costs, expenses, judgments, losses, lawsuits,

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demands, actions, or other proceedings of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification under these Conditions of Sale and the cost of pursuing any insurance providers (collectively, "Losses"), due to, arising out of, or related to (a) the Purchaser's use of Goods, Software or Services in a manner not permitted by these Conditions of Sale, the Purchase Order or the master agreement, as applicable, (b) the Purchaser's failure to promptly and properly install Updates and Patches for the Goods or Software, (c) the Purchaser's violation of these Conditions of Sale, the Purchase Order or the master agreement, as applicable, (d) any information that the Purchaser submits, transmits, or makes available to Janitza, including but not limited to as part of the Feedback, or (e) the Purchaser's violation of any law, regulation, or third party rights. Without limiting the foregoing, the Purchaser shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Janitza in connection with or arising from any claim, lawsuit, action, demand, or other proceeding for which Janitza is indemnified by the Purchaser under these Conditions of Sale. Janitza may assume the exclusive defense and control of any matter subject to indemnification by the Purchaser, in which event the Purchaser agrees to cooperate with Janitza in asserting any available defenses. The Purchaser shall not enter into a settlement of any such claim, lawsuit, action, demand, or other proceeding that does not include a full release of Janitza or involves a remedy other than the payment of money, without Janitza's prior written consent.

17. Health and Safety Compliance

Janitza employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes, but is not limited to, working on any equipment, whether provided by Janitza, the Purchaser or otherwise, that in such Janitza employees' sole opinion has not been placed in an electrically safe working condition. The Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. The Purchaser shall inform Janitza of: (a) known hazards, or reasonably foreseeable hazards, that are related to Janitza's scope of Services and the site where the Services will be performed; and (b) information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Janitza personnel. This information might include, but is not limited to: (i) providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) other site specific information relative to the Purchaser's operation, process and safety systems

18. Patterns, Tools and Seller's Notices, warnings instructions and recommendations

Janitza will give notice if special patterns or tools are required to complete any Purchase Order. Charges paid by the Purchaser for such patterns or tools do not convey title thereto or the right to remove them from Janitza's plant.

The Purchaser shall promptly supply the user (including its employees) of the Goods with all Janitza supplied Product notices, warnings, instructions, recommendations and similar materials.

19. Nature of Relationship

The Purchaser agrees that Janitza is an independent contractor and nothing in these Conditions of Sales creates between Janitza and the Purchaser a relationship of partners, joint venturers, or agents of each other, and no party may so represent itself in any of these manners with respect to the other party.

20. Cancellation

Except as set forth in Exhibits 1 and 2 for a Proposal Based Purchase Order or in a negotiated quote or proposal for a Purchase Order between the parties, any Purchase Order may be cancelled by the Purchaser, except if such, only (a) upon 30 days' advanced written notice to Janitza and (b) upon (i) payment to Janitza of all reasonable and proper termination charges based on the aggregate price of all Goods, Services and Software that are subject to such cancelled Purchase Order, which shall include a reasonable profit for Janitza, and (ii) reimbursement to Janitza of all costs and expenses associated with such terminated Purchase Order, including, but not limited to, all costs and expenses incurred by Janitza in respect of work performed or to be performed under such Purchase Order or arising from or related to such termination, (iii) Purchase Orders cancelled more than thirty (30) after submission date are subject to a 15% cancellation penalty. Notwithstanding the previous sentence, special or custom ordered Goods, Software or Services are not cancelable unless otherwise agreed by Janitza in writing.

21. Termination

Janitza shall have the right to terminate any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by the Purchaser or its authorized representatives in releasing the Goods for manufacture or approval drawings and excessive changes to specifications or drawings.

22. Amendments

No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both Janitza and the Purchaser.

23. Applicable Laws

The Purchase Order and these Conditions of Sale, as well as all matters arising out of or relating to the execution, construction, interpretation or breach of the Purchase Order or these Conditions of Sale shall be governed by the laws of the state of Delaware, USA without regard to the conflict of law provisions thereof.

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Exhibit 1
Additional Proposal Based Terms and Conditions

The terms set forth in this Exhibit supplement the Conditions of Sale and apply to all transactions that exhibit some or all of the following attributes:

- Unique customer requirements that are typically negotiated and quoted,
- requires approval drawings and project management by Janitza, or
- for which there is a specific direct-ship address

The additions to the Conditions of Sale are as follows:

1. Quotations:

Quotations shall be valid for no more than thirty (30) days from the date quotation is communicated from Janitza to the Purchaser, unless otherwise stated in the quotation. All quotations are subject to change by Janitza at any time upon notice to the Purchaser. Quotations are made based on Janitza's interpretation of the plans and specifications submitted to Janitza by the Purchaser. It is the Purchaser's obligation to review the quotation carefully and to immediately advise Janitza of any differing interpretation the Purchaser has so any necessary change can be made prior to issuance of a Purchase Order by the Purchaser.

2. Order Entry

Considerable detail is involved in the manufacture of the Goods. To facilitate timely shipment, complete details and information, including the Purchaser's requested on-site dates must be provided at the time of order entry. Shipment dates are approximate and are based upon timely receipt of all necessary information from the Purchaser. Lack of complete information may result in changes to the approximate shipment dates and may also include delays of drawings, delivery or manufacture. Such delays shall relieve Janitza from compliance with the quoted approximate delivery dates and may lead to a price increase. Failure to provide a complete signed Purchase Order within twenty (20) days of notification of award may result in renegotiation of price or shipment dates.

3. Approval Drawings

When required by a specific Purchase Order, drawings will be submitted for approval per agreed upon schedules, and price policy, below, to assure Janitza has designed the Goods as described in the Purchaser's specifications, as modified by Janitza's quotation. If at time of drawing approval Janitza has not designed the Goods to meet the specifications, as modified by Janitza's quotation, Janitza will make the appropriate changes at no charge to the Purchaser. Where the Purchaser's specification is not definitive, Janitza shall have the right to design the Goods in line with good commercial practice, without further obligation to the Purchaser. If at drawing approval, the Purchaser makes changes outside the design as stated in the specifications, such changes shall be treated as a change order as provided below.

4. Price Policy

Prices cover a bill of material as described in Janitza's quotations to be designed and manufactured to Janitza's standard designs, unless otherwise agreed in writing between the parties and, in addition to all requirements in Section 2 of the Conditions of Sale, unless otherwise provided in a quote, proposal, Conditions of Sale or this Exhibit, Project prices are firm provided the Purchaser unconditionally releases to manufacturing (a) within 30 calendar days of order entry or (b) if at time of order entry approval drawings are requested, within 30 calendar days of Janitza delivering approval drawings. If the Purchaser does not meet the requirement set previously, then Janitza shall have the right to revise the price for the Goods, Software and/or Services.

5. Changes and Pricing Revision

In addition to the requirements of Section 9 of the Conditions of Sale:

- (a) Changes to the Purchase Order cannot be processed until a formal signed change order is received from the Purchaser in accordance with this provision and Section 9 of the Conditions of Sale.

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- (b) Any Changes to the Purchase Order may result in an extension of time for shipment.
- (c) All changes as detailed below will be mutually agreed to by the parties, prior to implementation of any change. Janitza will issue a proposal with a price increase for any change requested by the Purchaser that affects modification of Goods, changes the bills of material, engineering or drawings or delivery schedule as follows:
 - i) If the Purchaser makes a change to an order prior to being released to engineering, the net price will be adjusted by re-pricing the Goods with prices in effect at the time of the change. A commensurate delay in the shipping date will be based on the changes involved.
 - ii) For changes made after the order is released to engineering, the net price and ship date will be adjusted as described in paragraph A above. An additional charge based on Janitza's standard engineering billing charges and cost of parts (\$250 minimum) will be made to cover any extra engineering and drafting, scrap or rework of parts, or cost of modification.
 - iii) If during the drawing approval process, the Purchaser makes changes outside the design covered by the specifications, Janitza will be reimbursed as described in a and b above, plus any additional charges for any extra cost incurred as a direct result of the changes and allowed a commensurate delay in shipping date based on the changes involved.

6. Cancellation

Notwithstanding Section 20 of the Conditions of Sale or unless otherwise agreed, any Purchase Order may be cancelled by the Purchaser only if Janitza agrees in writing, which shall at a minimum require payment by the Purchaser of reasonable and proper termination charges (including a reasonable profit and overhead) and reimbursement of all costs and expenses associated with the Purchase Order caused by the cancellation.

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Exhibit 2
Additional Custom Made Goods Based Terms and Conditions

The terms set forth in this Exhibit supplement the Conditions of Sale and apply to all transactions that include Custom Made Goods and/or Assembly.

1. Cancellation

Notwithstanding Section 20 of the Conditions of Sales or unless otherwise agreed, payment for cancellation of Custom Manufactured Goods or Assembly, the following cancellation charges may apply:

- (a) within five (5) days of Purchase Order issuance, no cancellation charges applies;
- (b) after five (5) days of Purchase Order issuance, cancellation charges will be as follows:
 - i. 10% of Purchase Order value is a minimum charge;
 - ii. 20% of Purchase Order value once engineering has begun or after Janitza issuance of approval drawings;
 - iii. 50% of Purchase Order value once Janitza orders material released for manufacturing or work scheduled;
 - iv. 75% of Purchase Order value once material fabrication is initiated or on-site work has begun.