

STANDARD TERMS AND CONDITIONS ORDERS – Orders resulting from this quotation must be in the form of the buyer's written purchase order made out to Inspection Engineering LLC (INSPECTION ENGINEERING LLC), 30903 Viking Parkway, Westlake Ohio 44145. INSPECTION ENGINEERING LLC shall have no obligation in respect to these orders unless, or until, they have been accepted and acknowledged in writing by a duly authorized representative of INSPECTION ENGINEERING LLC at our General Offices in Westlake Ohio. No purported acceptance or purchase order on terms and conditions which modify, supersede or otherwise alter the terms and conditions hereof shall be binding upon INSPECTION ENGINEERING LLC and any shipment of goods or performance of services by INSPECTION ENGINEERING LLC shall be deemed to be only upon terms and conditions contained herein.

GENERAL TERMS – Quotations are in U.S. dollars. Payments shall be made in legal tender of the United States of America or its equivalent. Payments made by credit card will incur a 3% surcharge. Payment terms are as follows, subject to approval by the INSPECTION ENGINEERING LLC Accounting department: • 35% down payment with order • 65% net 30 days after shipment. Payment for orders from outside the continental United States will be 100% in advance by wire transfer or supported by an unconditional, irrevocable and confirmed letter of credit. All sales are terms of delivery Free Carrier (FCA), Factory Facility. Extra charges will be made by INSPECTION ENGINEERING LLC for authorized changes. INSPECTION ENGINEERING LLC shall not be liable in damages or otherwise for any delays or inability to perform due to acts of nature, fire, public enemy, accidents at the factory, delays in transportation, delays in procuring materials due to delay or inability on the part of material suppliers, strikes or labor disputes in machine builders factories or in the factories from which material are ordered for the work covered hereby, or in any locality where the work is to be done, or any government order or regulation hindering or rendering impossible the performance of the work in whole or in part hereunder, or any other contingency beyond the control of INSPECTION ENGINEERING LLC. INSPECTION ENGINEERING LLC reserves, and by acceptance of this quotation, buyer grants to INSPECTION ENGINEERING LLC a purchase money security interest in the equipment and other goods to be sold and any and all replacements, substitutions and repairs thereto, as well as proceeds of the foregoing for the purpose of securing the purchase price due INSPECTION ENGINEERING LLC. Buyer agrees to sign any financing statements necessary to protect and continue INSPECTION ENGINEERING LLC's security interest. INSPECTION ENGINEERING LLC is granted an irrevocable power of attorney to execute such financing statements on buyer's behalf and to the extent permitted by law, INSPECTION

ENGINEERING LLC may file financing statements without buyer's signature. This quotation is to the buyer herein named and may not be assigned in whole or in part.

PRICES – The prices quoted herein for made-to-order products are firm for 60 days from the date of this quotation. The prices quoted are for the completed product only. Title to all designs, drawings, chart masters, blue prints, and specifications remains in OEM machine builder, and such designs, drawings, chart masters, blueprints and specifications or any substantial portion thereof or description thereof are not to be produced or reproduced in any material form without due authority in writing from OEM machine builder. Prices quoted are submitted for prompt acceptance and quotations are subject to revision at any time prior to acceptance. All other prices quoted herein are subject to change without notice. The prevailing prices at the time of shipment will apply. No federal, state, or local sales, use, excise, import / export duty, tariffs or other tax that may be levied or assessed upon the sale or purchase under this quotation is included in the price. Any such tax must be paid by buyer. INSPECTION ENGINEERING LLC warrants that no price charged is or will be in excess of the lawful maximum price.

DELIVERY – The shipping schedule is based upon prompt receipt of all necessary material and information to be supplied by the buyer. Deliveries are determined from the date of receipt of written purchase orders and/or date of receipt of material which the buyer will supply, whichever is later. Every reasonable effort will be made to make deliveries within the time specified. Delivery dates are estimates and not guarantees. Delivery dates are subject to the effect of priorities or other regulations which are or may be issued by the United States Government or any authorized agency thereof. This quotation is based on processing the order in one lot with shipment made as parts are completed, or in accordance with delivery schedules agreed upon. INSPECTION ENGINEERING LLC reserves the right to render invoices for work completed or in process in the event the buyer requests work stoppage or delay of delivery extending beyond 30 days.

CANCELLATION – In the event the buyer requests INSPECTION ENGINEERING LLC to stop work or cancel an order or any part of an order, it is understood that cancellation charges

will be paid by the buyer on the following basis: 30903 Viking Parkway, Westlake Ohio 44145 (P) 440-892-9277 , [Sales@InspectionEngineering.com](mailto:Sales@InspectionEngineering.com). Cancellation charges prior to machine shipment: Standard Equipment, Software and Accessories • 15% if cancellation notice is received more than 30 days prior to ship date. • 20% in all other cases. Custom Equipment, Fixtures and Software • 50% if cancellation notice is received more than 60 days prior to ship date. • 100% in all other cases. Cancellation charges after machine shipment: Standard Equipment, Software and Accessories • 30% if cancellation notice is received after shipment of machine. • 50% if cancellation notice is received after machine installation. Custom Equipment, Fixtures and Software • 100% in all cases. For work in process, and raw materials or supplies on hand or for which commitments have been made by INSPECTION ENGINEERING LLC and equipment OEM, the charge will be on the basis of INSPECTION ENGINEERING LLC's total cost plus a percentage of INSPECTION ENGINEERING LLC's anticipated profit. INSPECTION ENGINEERING LLC reserves the right to submit new quotations covering the completion of items which are held up for a period in excess of 60 days by the buyer's request to stop work.

PRIOR QUOTATIONS – It is understood that there are no conditions or agreements outside of this written proposal; that all prior conversations, agreements or representations with reference to its subject matter are hereby superseded; and that the terms and conditions of this quotation will be binding on any and all orders placed on the basis of this quotation.

INTELLECTUAL PROPERTY INDEMNIFICATION – Provided INSPECTION ENGINEERING LLC's products are employed only to examine and measure not-in-process items placed manually in a stationary position on the product's work support, INSPECTION ENGINEERING LLC, at its expense, will indemnify buyer against any reasonable claim based on an allegation that the use of the products, or any portion thereof, infringes any specific claim or claims of a patent, copyright or trademark of another, or violates any trade secret or other proprietary interest of another and INSPECTION ENGINEERING LLC will pay any resulting costs and damages finally awarded against buyer that is attributable to such claim; provided that 1) buyer notifies INSPECTION ENGINEERING LLC promptly in writing of the claim, 2) INSPECTION ENGINEERING LLC is permitted to control the defense, and 3) buyer cooperates reasonably in such defense.

LIMITED WARRANTY – OEM Machine builder warrants its products to be free from defects in materials and workmanship and warrants that software will operate according to the specifications described in the manual accompanying the software to be free from defects in material and workmanship, each for a period of one year from date of shipment.

System accessories, including touch probes, scanning probes and micro probes, are not warranted for damage resulting from improper handling, storage or use. Warranty coverage for OEM touch probe and scanning probe components is provided by the manufacturer. In a case of a product warranty claim, OEM Machine builder obligations are expressly limited to the replacement and installation of the part or parts found to be defective by its inspection. Any claim for warranty coverage on OEM manufactured touch or scanning probe components shall be made with the manufacturer.

In a case of a product warranty claim, OEM Machine Builder's obligations are expressly limited to the replacement and installation of the part or parts found to be defective by its inspection. INSPECTION ENGINEERING LLC is not responsible for product warranty.

In the case of a software warranty claim, OEM Machine Builder's obligation will be solely limited to, at its option, the repair, replacement or work-around solution to any defective items. In order to qualify for warranty service, a complete description of the problem, with appropriate documentation (such as results, program listing, sample and program) shall be forwarded to OEM Machine Builder for its inspection. INSPECTION ENGINEERING LLC is not responsible for software warranty.

Warranties are only valid if 1) products, software and systems are given normal and proper usage, 2) are operated and serviced according to technical documents supplied, and 3) all claims for shortage or defects are filed with OEM Machine Builder in writing within 60 days after the date of shipment. Information contained in manuals are subject to change without notice.

INSPECTION ENGINEERING LLC and OEM Machine Builder do not imply or warrant that the operation of the system or software will be uninterrupted or error free. Warranties do not apply to defects resulting from customer supplied or configured computer equipment,

operating systems or software, unauthorized alteration or misuse, or operation outside the environment specifications for the product or software. INSPECTION ENGINEERING LLC and OEM Machine Builder will not be responsible for product performance when the product is manufactured to the buyer's own design, prints, and specifications.

THESE WARRANTIES AND INSPECTION ENGINEERING LLC's LIABILITY HEREUNDER ARE THE SOLE AND EXCLUSIVE WARRANTIES AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL INSPECTION ENGINEERING LLC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, AND NOT BY WAY OF LIMITATION, LOSS OF PROFITS AND WITHOUT REGARD TO THE FORM OF THE ACTION OR THE NATURE OF THE CLAIM WHICH IS MADE.