

TERMS AND CONDITIONS
(Customer)

ACCEPTANCE. These Terms and Conditions (Customer), as set forth on Hyspeco, Inc. (“HYSPECO”)’s website located at <https://www.hyspeco.com/resources/termsandconditions> (these “Terms and Conditions”), shall govern all Orders (hereinafter defined) entered into with Hyspeco. These Terms and Conditions, together with any work proposal, order form, and/or purchase order, and the exhibits and documents expressly referenced therein are collectively referred to herein as the “Order”. If the Order is construed as an offer, acceptance is strictly limited to the terms of this offer and HYSPECO hereby notifies Customer (hereinafter defined) of HYSPECO’s objection to any different or additional terms in Customer’s acceptance. If the Order is construed as an acceptance of Customer’s offer, such acceptance is expressly conditioned on Customer’s assent to any additional or different terms (from Customer’s offer) contained herein. The Order becomes effective when executed by both HYSPECO and Customer, or when HYSPECO commences performance or tenders the Products after execution by Customer. Customer’s execution of the Order and/or or Customer’s receipt of Products conclusively evidences Customer’s unconditional acceptance of these Terms and Conditions. “Customer” means the individual or legal entity purchasing a Product from HYSPECO pursuant to the Order. “Products” means the goods, programming, engineering, parts, tooling, and/or services being ordered or purchased by Customer and/or furnished or sold by HYSPECO pursuant to the Order.

COMMENCEMENT OF WORK. HYSPECO will commence work in accordance with the Order upon receipt of a finalized and executed Order or upon clear and unequivocal authorization in writing to proceed from Customer.

COMPLETION DATE. Customer may request an estimated completion date from HYSPECO; provided, however, Customer acknowledges and agrees that any date provided by HYSPECO is an estimate and subject to change. HYSPECO shall not be liable to Customer for not completing any work on any Product pursuant to an Order by the estimated completion date for any reason or no reason at all.

PRICES. Unless stated otherwise in writing by HYSPECO, all prices are stated in United States Dollars. Prices offered are valid for a period of thirty (30) days from the date of the Order (if a shorter period is specified, then only for such shorter period). The prices offered only apply to the specific quantities, specifications, labor costs, parts, and delivery schedules set forth in the Order. Any variation in quantity, specifications, labor costs, parts, or delivery schedules may necessitate a price and/or delivery schedule adjustment. HYSPECO’s prices for Products include HYSPECO’s customary processing and standard commercial packing and packaging. Any non-standard or special processing, packing, or packaging will be provided by HYSPECO at additional cost to Customer.

PAYMENT. All payments shall be made in accordance with the terms set forth in the Order. All deposits made by Customer are non-refundable. HYSPECO reserves the right to impose progress payments based upon the nature and/or quantity of the Products being ordered or purchased by Customer and/or furnished or sold by HYSPECO pursuant to the Order. HYSPECO further reserves the right to impose, and Customer agrees to pay, interest on all amounts not timely paid at an interest rate of one and a half percent (1.5%) per month on any outstanding balance until such amounts are paid in full.

BREAK IN WORK. In the event Customer delivers to HYSPECO a written request to stop or pause work (“Break in Work Notice”), HYSPECO may invoice Customer for all work performed and/or expenses incurred, but unpaid (“Outstanding Balance”), as of the date HYSPECO receives the Break in Work Notice in the following manner: (i) if Customer requests HYSPECO to stop work on the Order, HYSPECO will invoice Customer for the Outstanding Balance; (ii) if Customer requests HYSPECO to pause work on the Order for a period of one (1) month or less (“Short Hold Period”), then HYSPECO will invoice for the Outstanding Balance after expiration of the Short Hold Period; or (iii) if Customer requests HYSPECO to pause work on the Order for a period more than one (1) month (“Long Hold Period”), then HYSPECO will invoice Customer for the Outstanding Balance as of the date HYSPECO receives the Break in Work Notice from Customer, but before expiration of the Long Hold Period.

LIMITED WARRANTY. The Products are sold subject to the following LIMITED WARRANTY: **HYSPECO WARRANTS, FOR A PERIOD OF TWELVE (12) MONTHS AFTER THE DATE OF RECEIPT, THE PRODUCTS SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, AND SHALL CONFORM TO THE SPECIFICATIONS AND DRAWINGS AGREED TO IN WRITING. THE WARRANTIES SHALL NOT APPLY TO ANY PRODUCT THAT HAS BEEN: (I) SUBJECTED TO MISUSE, ABUSE, NEGLIGENCE, OR ACCIDENT; (II) ALTERED, MODIFIED, OR REPAIRED BY ANYONE OTHER THAN HYSPECO OR HYSPECO’S AUTHORIZED REPRESENTATIVE; OR (III)**

IMPROPERLY MAINTAINED, OVERHAULED, INSTALLED, STORED, OPERATED, USED, HANDLED OR EXPOSED TO ANY ENVIRONMENTAL CONDITION NOT IN ACCORDANCE WITH HYSPECO'S INSTRUCTIONS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE PERIOD IDENTIFIED ABOVE. ANY WARRANTY CLAIM: (A) MUST BE PRESENTED TO HYSPECO ON OR BEFORE THE DATE OF EXPIRATION OF THE APPLICABLE WARRANTY; (B) MUST INCLUDE A RETURN MERCHANDISE AUTHORIZATION NUMBER ISSUED BY HYSPECO, (C) A COPY OF THE ORIGINAL ORDER WHICH REFLECTS THE DATE THE PRODUCT WAS PURCHASED; AND (D) THE EFFECTED PRODUCT MUST BE RETURNED TO HYSPECO WITHIN FOURTEEN (14) DAYS AFTER DETECTION OF SUCH DEFECT OR NONCONFORMITY. FAILURE TO TIMELY PRESENT THE PRODUCT AND CLAIM SHALL RESULT IN DENIAL OF THE CLAIM. IN THE EVENT OF A BREACH OF THIS LIMITED WARRANTY, HYSPECO SHALL ONLY BE LIABLE FOR THE ACTUAL DAMAGES, BUT IN NO EVENT GREATER THAN THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCT. HYSPECO SHALL HAVE THE OPTION TO REPAIR THE PRODUCT, REPLACE THE PRODUCT, OR PAY THE PURCHASE PRICE IN THE EVENT OF A BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL HYSPECO BE LIABLE FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES RESULTING FROM A BREACH OF THIS LIMITED WARRANTY. FOR AVOIDANCE OF DOUBT, HYSPECO SHALL NOT BE LIABLE FOR LOST PROFITS OR LOSS OF REVENUE. HYSPECO SHALL ALSO NOT BE LIABLE FOR ANY EXPENSE ASSOCIATED WITH THE REMOVAL, REINSTALLATION OR TRANSPORTATION OF THE PRODUCT. IN THE CASE OF COMPONENTS OR PARTS NOT MANUFACTURED BY HYSPECO, HYSPECO MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED. NO ARRANGEMENT EXTENDING THIS WARRANTY SHALL BE BINDING UPON HYSPECO UNLESS IN WRITING AND SIGNED BY HYSPECO.

CHANGE ORDER REQUESTS. All revisions and/or change order requests to the Order must be submitted to HYSPECO in writing and will not be effective until HYSPECO consents in writing to the change(s). HYSPECO will advise Customer in writing of the impact from any revision or change request to the price and/or delivery schedule. HYSPECO's acceptance of changes will be subject to Customer's agreement to any price and/or delivery schedule adjustments.

SUPPLEMENTAL AND ADDITIONAL CHARGES. HYSPECO may impose additional or supplemental charges to account for additional costs or expenses incurred by HYSPECO or related to HYSPECO's performance of the work pursuant to the Order, including, without limitation, any and all additional or supplemental charges set forth in the applicable work proposal and/or work order.

TAXES. In addition to those terms reflected on the Order, Customer shall pay all sales, consumer, use and other similar taxes and import duties required by law on the sale of the Products. Should any fine, excise tax, or other duty or surcharge be assessed against a shipment, Customer shall be responsible for such fines, duties or charges, whether assessed against HYSPECO or Customer.

DELIVERY; SHIPPING; RISK OF LOSS. Shipping and delivery dates are approximate and require prompt receipt of all necessary Customer-furnished information and material, if applicable. HYSPECO is not liable for any damages, re-procurement or other costs, and shall not be subject to any penalty related to late deliveries. All shipments by HYSPECO are F.O.B. HYSPECO's place of shipment, as defined in the Kansas Uniform Commercial Code. Risk of loss for Products will pass to Customer upon HYSPECO presenting Products to carrier. If Customer prepays shipping, insurance, or other related costs, Customer agrees to reimburse HYSPECO promptly for the actual costs incurred by HYSPECO that exceed the amount Customer prepaid.

FORCE MAJEURE. HYSPECO shall not be liable for any failure, loss or delay in performance resulting, in whole or in part, directly or indirectly, from fires, floods, or other acts of God; pandemics or epidemics; strikes, lockouts, or other labor disputes; wars, riots, embargoes, or actions by foreign, federal, state or local governments; shortages of transportation equipment, fuel or labor; or any other circumstance beyond HYSPECO's reasonable control.

SUBCONTRACTORS, SUBVENDORS AND SUBSUPPLIERS. HYSPECO reserves the right, at HYSPECO's sole discretion, to use any subcontractors, subvenders or subsuppliers in HYSPECO's implementation of or performance under the Order. HYSPECO shall not be liable for any actual, incidental, consequential, special, exemplary, punitive, or other damages related to and/or arising out of any subcontractor's, subvendor's, and/or subsupplier's failure and/or delay in performance or shipment of parts necessary for completion of the Order.

INSPECTION OF PRODUCTS. All Products are subject to HYSPECO's quality control and inspection processes. Any additional requirements, including, without limitation, Customer's inspection or testing, are at Customer's sole expense. If HYSPECO and Customer agree that Customer is to inspect or provide for inspection at HYSPECO's facility, such inspection may not interfere with HYSPECO's operations and Customer's approval or rejection of the Products based on such inspection and/or testing must be made prior to shipment or delivery of the Products.

EXCHANGE AND RETURNS. All sales are final. No return of unused Products will be permitted unless previously authorized in writing by HYSPECO. All authorized returns will be subject to a restocking fee and/or recertification fee in an amount determined by HYSPECO in its sole discretion. The assessment or waiver of a restocking and/or recertification fee in any instance shall not constitute a waiver of HYSPECO's right to assess a restocking fee in any other instance.

PROTECTION OF HYSPECO'S RIGHTS; CONFIDENTIALITY. To the extent HYSPECO's Products are subject to certain legally protected rights such as patents, copyrights, and/or trademarks, Customer agrees that it will not take any action or authorize or permit the taking of any action by Customer's employees, contractors, directors, officers, members, or managers that allows infringement upon HYSPECO's protected rights. All information, pricing, estimates, data, designs, drawings, specifications, technical data, communications, whether written, oral, electronic, visual, graphic, photographic, observational or otherwise, and documents supplied, revealed or disclosed in any form or manner to Customer by HYSPECO, or produced or created by HYSPECO in connection with any Product ("Proprietary Information") are proprietary and confidential to HYSPECO and shall be treated and protected by Customer and Customer's employees and agents as strictly confidential, and shall not be disclosed to any third party without the prior written consent of HYSPECO. All designs (whether detailed or conceptual) in whatever form, including software, which are prepared by HYSPECO in response to the Order, are the sole property of HYSPECO and shall be considered and protected by Customer as "Proprietary Information" as set forth herein and owned by HYSPECO.

EXPORT/IMPORT COMPLIANCE; SECURITY LAWS COMPLIANCE. Customer shall be responsible for required compliance with the import, export, and/or security laws and regulations of the United States of America, and those of any other jurisdiction or country as may be applicable, including, without limitation, (i) the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. 78dd-1, 78dd-2, 78m (1998)), as amended from time-to-time; (ii) the International Traffic in Arms Regulations, as amended from time-to-time; and/or (iii) The Export Administration Regulations, as amended from time-to-time.

NON-COMPETITION. If HYSPECO's Products are sold by Customer to any other person or entity, Customer shall keep a detailed list of customers (including addresses and the price paid) to whom HYSPECO's Products are sold and shall, at the request of HYSPECO, deliver a copy of such list to HYSPECO within ten (10) business days of receipt of a request for the same.

NON-SOLICITATION. Customer shall not, directly or indirectly, alone or in association with others, solicit, encourage, influence, or attempt to influence any employee, independent contractor, intern, extern, or apprentice of HYSPECO (singly or collectively, "Agent") to terminate such Agent's contractual and/or business relationship with HYSPECO and/or to begin employment or a business relationship with Customer or any other person or entity for the purpose of competing with HYSPECO and/or interfering with HYSPECO's business. Customer shall not, directly or indirectly, alone or in association with others, solicit, encourage, influence, or attempt to influence any vendor of HYSPECO to terminate such vendor's contractual and/or business relationship with HYSPECO.

INJUNCTIVE RELIEF; DAMAGES. Customer agrees that compliance with the covenants contained in the paragraphs (i) Protection of HYSPECO's Rights; Confidentiality; (ii) Non-Competition; and/or (iii) Non-Solicitation (singly "Covenant", or collectively "Covenants") are necessary to protect HYSPECO's proprietary interests and goodwill, and that a breach of any Covenant would result in irreparable continuing damages, and in the event of any breach of any Covenant, HYSPECO shall be entitled to the issuance by any court of competent jurisdiction of a temporary restraining order and/or injunction in favor of HYSPECO enjoining such breach or violation of any Covenant and such other and further relief, including damages, as may be proper, provided that no request for, or receipt of, any temporary restraining order and/or injunction shall be considered an election of remedy or waiver of any rights or any other remedy that HYSPECO may have against Customer, either at law or in equity.

INDEMNITY. Customer agrees to indemnify, defend and hold harmless HYSPECO from and against any losses, damages, claims, injuries, expenses, costs and fees (including attorneys' fees, expert fees, and consultant fees) incurred by HYSPECO as a result of or

arising out of a breach by Customer of any of the terms and provisions set forth in the Order. Each party will hold harmless and indemnify the other party against all claims, judgments, costs and fees, including attorneys' fees, expert fees, and consultant fees, relating to infringement of patents, designs, copyrights, or trademarks to the extent that the infringing products are manufactured, sold or used in whole or in part in accordance with the indemnifying party's specifications, designs, drawings or other technical data. To the extent that one party's employees or agents enter on the property owned or controlled by the other party, the party employing such employees or engaging such agents will indemnify and hold harmless the other party and such other party's officers, directors, managers, members, and/or employees from any property damage or bodily injury or death caused by such party's employees or agents.

DEFAULT AND REMEDIES. Notwithstanding anything herein to the contrary, HYSPECO, in HYSPECO's sole discretion and in addition to any other remedies available at law, in equity, or under these terms and conditions, may suspend or deny shipments and/or deliveries to Customer, and/or terminate the Order, immediately upon a default by Customer, including, without limitation: (i) Customer's breach of the terms and conditions set forth herein; (ii) Customer's insolvency, Customer's filing of a voluntary petition in bankruptcy, the appointment of a receiver or trustee for Customer, or the sale or transfer by operation of law or otherwise to any third party substantially all the assets of Customer; or (iii) Customer's failure to pay Customer's obligations to HYSPECO according to any credit terms granted by HYSPECO, Customer providing inaccurate or misleading information in connection with any credit application, or HYSPECO's determination that Customer's credit is insufficient or inadequate. In addition to any and all damages HYSPECO may be entitled to receive as a result of Customer's default under the Order, HYSPECO shall also receive from Customer reimbursement for all costs, fees and expenses, including attorneys' fees, expert fees, and/or consultant fees, incurred by HYSPECO in enforcing HYSPECO's rights under the Order. If HYSPECO fails to fulfill HYSPECO's obligations under the Order, Customer's sole and exclusive remedy shall be limited to (A) the termination of the Order if Customer has not received the ordered Products, or (B) the enforcement of the Limited Warranty if Customer has received the ordered Products. In no event shall HYSPECO be liable for any incidental, consequential, special, exemplary, punitive, or other damages arising out of any failure of HYSPECO under the Order. The termination of the Order by either party will not release Customer from the obligations to timely pay all outstanding invoices to HYSPECO under the Order or other purchase orders. Except as expressly provided herein, the waiver by either party, or the failure by either party to claim a default, of any provision hereof shall not be a waiver of any default or subsequent default.

CANCELLATION OF ORDER FOR CONVENIENCE. In addition to the rights provided to HYSPECO upon a default by Customer, HYSPECO may cancel any Order at any time and for any or no reason by providing notice to Customer. Customer may request to terminate an Order for convenience, in whole or in part, and HYSPECO agrees to cooperate with Customer in attempting to make such arrangements conditioned on Customer paying HYSPECO for all deliveries made and for all work in progress, including all applicable direct and indirect costs, settlements with suppliers and/or end user, and related administrative, accounting and legal costs, plus a normal profit.

ENTIRE AGREEMENT. These terms and conditions, along with the final accepted Order, as applicable, represents the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations or understandings of any nature with respect to such subject matter.

NOTICE. Any notice required hereby shall be in writing and shall be given to the appropriate party by (i) personal delivery, (ii) certified mail, postage prepaid, return receipt requested, or (iii) recognized overnight delivery services to HYSPECO at HYSPECO's corporate headquarters and directed to the attention of Director of Operations, and to Customer at the address set forth on the Order. If any provision hereof will for any reason be held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision hereof.

GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. These Terms and Conditions, together with the Order, as applicable, shall be construed and interpreted in accordance with the laws of the State of Kansas, without regard to its principles of conflicts of law. Any legal action brought to enforce or construe the parties' agreement shall be brought in the state or federal courts located in Sedgwick County, Kansas, and the parties hereby agree to the jurisdiction of such courts and agree that they will not invoke the doctrine of *forum non conveniens* or other similar defenses. The parties hereby waive a trial by jury in any action or proceeding to which it may be a party arising out of or in any way pertaining to the subject matter hereof.

THESE TERMS AND CONDITIONS ARE HEREBY ACCEPTED BY CUSTOMER AND ARE HEREBY INCORPORATED INTO THE ORDER AND SHALL GOVERN ALL PRODUCTS AND/OR SERVICES SOLD OR DELIVERED TO CUSTOMER THEREUNDER.