

WOLF Advanced Technology Terms and Conditions of Sale

These Terms and Conditions of Sale apply to the following legal entities: WOLF Advanced Technology Canada Inc. and its wholly owned subsidiary WOLF Advanced Technology USA Inc., referred to in this document as “WOLF Canada”, “WOLF USA” and as “WOLF” collectively.

1. Acceptance of Order and Terms of Order: All purchase orders issued by the Buyer are subject to written acceptance by WOLF. WOLF may reject any order in whole or in part.

These Terms and Conditions shall take precedence over any terms and conditions which appear in Buyer’s purchase order or in any documents incorporated by reference in Buyer’s order unless specifically agreed to in writing by WOLF. No past business practices or industry norms shall change these terms.

2. Pricing and Payment Terms: The prices for products are those stated in WOLF’s quotation and are valid for the period listed in that quotation. Prices are exclusive of taxes, customs fees or duties, tariffs, or similar, and those are the sole responsibility of the Buyer. Unless otherwise stated in writing, in any transaction where WOLF imports goods into another country as Importer of Record, including where WOLF USA imports goods from WOLF Canada into the USA, the Buyer shall be solely responsible for all customs duties, tariffs, import fees, and related charges, which will be prepaid by WOLF and added to the Buyer’s invoice.

Payment is due within thirty (30) days from the date of the invoice unless stated otherwise. For orders under \$250,000, the invoice will be sent when the goods are shipped, or when the contracted service has been completed. For orders which exceed \$250,000 USD the following Financing / Invoicing payment terms shall apply:

- 15% of the order value as an initial payment, invoiced 30 days after order placement
- 25% of the order value as an installment payment, invoiced at the halfway point between order award and the first delivery date
- 60% of the unit price based on the quantity of units shipped with each delivery, invoiced when the units ship.

WOLF may delay future shipments or ask for payment in advance if they are concerned about the Buyer’s ability to pay. All payments must be made in the currency listed on the invoice. If the Buyer does not pay on time, WOLF may charge interest at 2% per month or the highest amount allowed by law. Buyer may not withhold, set off, or deduct any amounts owed to WOLF.

3. Shipping and Delivery: Shipments are made from WOLF's location, and the location will be explicitly stated on the PO. Delivery will normally use Incoterms 2020 Ex Works (EXW) or Free Carrier (FCA). Transfer of title of the goods, and transfer of risk of loss or damage from Seller to Buyer, will take place when the goods are picked up by the Buyer's carrier. When using EXW or FCA, if the goods need to be imported into the Buyer's country, the Buyer will be the Importer of Record. WOLF will provide a Certificate of Origin with each shipment. Buyer shall identify any DPAS rating(s) and related prime contract number(s) on the face of the Order. ANY OTHER SHIPMENT TERMS AND COST ASSOCIATED MUST BE AGREED UPON AND STATED ON THE ORDER.

WOLF will make every effort to meet delivery dates, or to provide advance notice if there is a risk of a date slipping. WOLF is not liable for any losses or damages caused by late delivery of a product or performance of services.

4. Warranty: WOLF warrants that the products will meet their stated specifications and be free from defects in materials and workmanship for 12 months from the original shipping date. Warranty will be void if the product has been determined to have been misused, improperly handled, operated with neglect, customer damaged, tampered with or modified, or used in applications other than the intended design use.

For non-conforming goods identified during the warranty period WOLF's costs will be limited solely to the costs required for WOLF staff to repair or replace the non-conforming goods, at WOLF's discretion, and to any applicable shipping costs. WOLF's shipping expenses for goods under warranty will not exceed the amount required to ship the goods to the original place of delivery. Repaired or replaced items are covered for the rest of the original warranty or 90 days, whichever is longer. This is the Buyer's only remedy. All other warranties, including ones implied by law, are not included.

5. Inspection and Acceptance: Buyer shall inspect the products upon receipt and shall notify Seller in writing of any claims for shortages, defects, or nonconformance within thirty (30) days of delivery. If no issues are reported within that time, the products are considered accepted. Any non-conformance found during the inspection and acceptance will be handled as a Warranty issue.

6. Intellectual Property: All intellectual property rights, including without limitation, copyrights, patents, trade secrets, trademarks, and know-how related to the products or services provided, shall remain the exclusive property of WOLF. No license, express or implied, is granted to the Buyer except as specifically stated in writing. Any custom developments or modifications shall be owned by the party developing them unless otherwise agreed in writing.

7. Confidentiality: Each party agrees to maintain confidentiality and not to use or disclose any confidential or proprietary information received from the other party, except as required for the performance of its obligations. Confidential information shall not include information that is publicly known, rightfully received from a third party, or independently developed. Obligations survive 5 years, and indefinitely for trade secrets/controlled technical data.

8. Indemnification: Buyer shall indemnify, defend, and hold harmless WOLF, its affiliates, officers, agents, and employees from and against any and all claims, losses, liabilities, damages, and expenses, including reasonable attorneys' fees, arising out of or in connection with (i) Buyer's use of the products, (ii) resale or distribution of the products, (iii) Buyer's breach of these terms, or (iv) any claims of infringement arising from products supplied according to Buyer's designs or specifications.

9. Limitation of Liability: WOLF's total liability for any and all claims arising out of or relating to the agreement, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the total amount paid by the Buyer for the specific product or service giving rise to the claim. UNDER NO CIRCUMSTANCES SHALL WOLF BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, OR INTERRUPTION OF BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Force Majeure: WOLF shall not be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, fire, flood, strikes, labor disputes, transportation delays, shortage of materials, or inability to obtain export licenses. In the event of a force majeure event, WOLF's time for performance shall be extended for a period equal to the duration of the delay.

11. Cancellation and Termination: Buyer may cancel an order only upon prior written agreement by WOLF and subject to payment of reasonable cancellation charges, including expenses incurred, labor performed, applicable overhead, and a reasonable profit. Custom product orders and end-of-life (EOL) or last-time buys (LTB) are non-cancelable.

WOLF may terminate the agreement immediately upon written notice if Buyer (i) becomes insolvent or bankrupt, (ii) breaches a material provision of this agreement and fails to remedy that breach within thirty (30) days after written notice, or (iii) fails to pay any amount when due.

12. Changes or Modifications: Buyer may request changes in specifications, drawings, or delivery schedules by providing a written change order. WOLF shall evaluate the impact of

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such changes and may propose an adjustment in price, delivery, or other terms. No changes shall be binding without WOLF's written consent.

13. Compliance with Laws: Each party shall comply with all applicable laws, regulations, and ordinances of their relevant jurisdictions. This includes compliance with environmental, safety, labor, and anti-corruption laws, as well as requirements relating to data privacy and workplace conditions.

14. Export Control Products and technical data may be subject to export laws, such as ITAR or EAR in the U.S. or the Canadian Controlled Goods Program (CGP) in Canada. The Buyer agrees not to export or share these items without proper government approval including obtaining any required export licenses or exemptions.

15. Insurance The Buyer or Seller, as applicable, shall maintain insurance coverage appropriate to the scope of their activities, including general liability, product liability, workers' compensation, and employer's liability insurance. Upon request, proof of insurance shall be provided.

16. Dispute Resolution Resolutions to disputes arising under this agreement shall first be attempted through good-faith negotiations. If unresolved, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association (AAA), held in the state or province of the Seller's principal place of business. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

17. Assignment Neither party can transfer their rights or responsibilities under this agreement to someone else without written approval unless the company is sold or merged.

18. Waiver If one party does not enforce part of this agreement, it does not mean they give up the right to enforce it later. All waivers must be in writing.

19. Notices All formal messages under this agreement must be delivered in writing and in person, by courier, or by certified mail to the address listed in the order or agreement.

20. Entire Agreement This document contains the full understanding between the parties and replaces any earlier discussions or agreements. Any changes must be made in writing and signed by both sides.

21. Severability If any part of this agreement is found to be invalid or unenforceable, the rest of the agreement will still apply.

22. Governing Law and Venue This agreement is governed by the laws of Ontario, Canada for WOLF Canada and Florida, USA for WOLF USA. Any legal action must be filed in that area.