

## Arbin Instruments

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## Terms and Conditions of Sale

**Effective Date:** March 10, 2026

**Governing Entity:** Arbin Instruments, Inc.

**Jurisdiction:** Texas, USA

### 1. Definitions

- 1.1. For purposes of these Terms and Conditions of Sale ("Terms"):
  - 1.1.1. **"Claims"** means all awards, causes of action, claims, costs, expenses, damages, demands, judgments, liabilities, and losses of every character, kind, and nature including attorney's fees, court costs, fines, penalties, and remedial obligations, whether arising out of or related to the Contract, the Goods or Services, or the performance or nonperformance of either Party.
  - 1.1.2. **"Seller"** means Arbin Instruments, Inc.
  - 1.1.3. **"Seller Group"** means Seller, its parents, affiliates, subsidiaries, partners, joint owners, joint venturers, and subcontractors of any tier, and the officers, directors, members, agents, representatives, employees, insurers, invitees, and consultants of all of the foregoing.
  - 1.1.4. **"Buyer"** means the individual or entity purchasing Goods or Services from Seller.
  - 1.1.5. **"Buyer Group"** means Buyer, its parents, affiliates, subsidiaries, partners, joint owners, joint venturers, and contractors of any tier, and the officers, directors, members, agents, representatives, employees, insurers, invitees, and consultants of all of the foregoing.
  - 1.1.6. **"Party"** refers to either Buyer or Seller individually, and **"Parties"** refers to Buyer and Seller collectively.
  - 1.1.7. **"Goods"** means equipment, systems, hardware, accessories, or parts sold by Seller.
  - 1.1.8. **"Services"** means installation, commissioning, training, calibration, engineering, maintenance, or support services
  - 1.1.9. **"Order"** means Buyer's purchase order or Seller's quotation accepted by Buyer.
  - 1.1.10. **"Contract"** means the Order together with these Terms and any written Seller-accepted amendments.
  - 1.1.11. **"Software"** means software or firmware provided by Seller for use with the Goods, including any updates or modifications.
  - 1.1.12. **"Site"** means the Buyer's facility or other location where Goods are delivered, installed, commissioned, or serviced.
  - 1.1.13. **"Specifications"** means Seller's published technical documentation for applicable Goods or Services.
  - 1.1.14. **"Force Majeure Event"** means an event beyond the reasonable control of a Party, including natural disasters, labor disputes, supply chain disruptions, government actions, or pandemics/epidemics, as further described in the Force Majeure section.

## 2. Applicability and Order of Precedence

- 2.1. These Terms govern all sales of Goods and Services by Seller to Buyer.
- 2.2. Buyer purchase orders, Seller quotations, Order acknowledgments, and similar commercial documents may govern commercial terms such as price, quantity, part numbers, configuration, delivery dates, and shipping instructions. Commercial terms stated in a Seller quotation or Order acknowledgment will control over inconsistent commercial terms in a Buyer purchase order.
- 2.3. Legal, liability, warranty, indemnity, intellectual property, confidentiality, governing law, or risk allocation terms may not be modified, supplemented, or replaced by any purchase order, invoice, acknowledgment, or other preprinted or electronic document. Any modification of legal or risk terms is effective only if set out in a separate writing signed by an authorized officer of both Parties
- 2.4. Submission of a purchase order that contains terms inconsistent with these Terms is considered a counteroffer. Such terms do not apply unless expressly accepted in a separate written amendment signed by an authorized officer of Seller
- 2.5. In the event of a conflict between documents, the order of precedence is:
  - 2.5.1. a written agreement (if any) signed by authorized officers of both Parties;
  - 2.5.2. Seller written quotation or Order acknowledgment
  - 2.5.3. These terms for all legal and risk-related matters; and
  - 2.5.4. Buyer's purchase order, but only with respect to commercial terms that do not conflict with items 2.5.1 through 2.5.3.

## 3. Quotations and Orders

- 3.1. All quotations from Seller are offers that remain valid for the period stated in the quotation.
- 3.2. Orders are binding only when Seller's accepts it in writing. Seller may reject or modify any Order before acceptance
- 3.3. Commercial terms stated in the accepted Order, including price, quantity, configuration, and delivery schedule, will apply as provided in Section 2.

## 4. Pricing and Payment Terms

- 4.1. Prices for Goods and Services are as stated in Seller quotations or Order acknowledgments. Prices are exclusive of taxes, duties, shipping, insurance, customs, installation, and training unless explicitly stated. Buyer is responsible for all such charges.
- 4.2. Engineering and manufacturing of any Goods will begin only after Seller receives the required down payment. Shipments will not be released until Seller receives the pre-shipment payment.
- 4.3. Standard billing schedule is for all Orders is:
  - 4.3.1. Forty percent (40%) down payment due at the time of order placement
  - 4.3.2. Forty percent (40%) is due prior to shipment
  - 4.3.3. The remaining balance is due thirty (30) days from the date of shipment.
- 4.4. For Orders outside of the United States and Canada, a one hundred percent letter of credit may serve as an alternative payment term if approved by Seller. For United States government agencies and research institutions, the payment is due thirty (30) days from receipt of invoice.
- 4.5. Late payments may accrue interest at the lesser of one and one half percent per month or the maximum rate permitted by applicable law. Seller may suspend performance, delivery, or support for overdue accounts.
- 4.6. Buyer may not withhold payment, reduce an invoice amount, or assert a setoff based on any claim unless agreed in writing by an authorized officer of Seller.
- 4.7. If Buyer delays shipment or delivery by more than thirty business days after the communicated ship date, Seller may invoice the remaining unpaid balance and require third-party storage at Buyer's expense.

## 5. Taxes and Duties

- 5.1. Prices are exclusive of all sales, use, value added, excise, import, export, customs, or similar taxes, duties, tariffs, or governmental charges, except for taxes based on Seller's net income. Buyer is responsible for all such taxes and charges.
- 5.2. If Seller is required to collect or remit any tax or governmental charge on Buyer's behalf, such amounts will be added to the invoice and paid by Buyer unless Buyer provides a valid exemption certificate acceptable to the applicable taxing authority.
- 5.3. Buyer is responsible for all customs clearance fees, import duties, brokerage fees, and related charges for international shipments.
- 5.4. Buyer shall protect, defend, indemnify, and hold harmless Seller Group from and against all Claims arising out of or related to taxes, duties, tariffs, fees, penalties, interest, or other governmental charges for which Buyer Group is responsible

## 6. Cancellation, Change Orders, and Modifications

- 6.1. Upon Seller's acceptance of a Purchase Order or contract by Arbin, forty percent (40%) of the total order value is due non-refundable. This amount represents the minimum cancellation charge and applies regardless of order status, production stage, or reason for cancellation.
- 6.2. If Buyer cancels an Order within four (4) weeks of the most recently communicated estimated ship date, the full amount will be billed to the Buyer and Buyer is responsible for the full Order value.
- 6.3. Buyer may request changes to scope, specifications, configuration, delivery dates, or other commercial terms, but Seller is not obligated to accept any requested change. Any approved change will require revised pricing, revised lead time, or both.
- 6.4. If a change request materially alters the scope, cost, or feasibility of the Order and the Parties do not agree to revised terms, the request is treated as a cancellation by Buyer. In such case, the cancellation charges in this Section 6 apply.
- 6.5. Buyer shall protect, defend, indemnify, and hold harmless Seller Group from and against all Claims arising out of or related to any cancellation or material change requested by Buyer, including storage, handling, reallocation, demobilization, or other costs incurred as a result of such actions, except to the extent caused by Seller Group

## 7. Shipping, Delivery, Inspections, and Risk of Loss

- 7.1. Shipping
  - 7.1.1. For shipments within the United States and Canada, delivery terms are FOB Destination under the UCC, Prepay and Add, unless the quotation states otherwise. Freight will be arranged by Seller and billed to Buyer.
  - 7.1.2. For international shipments, delivery terms are Incoterms 2020 CIP Airport or DAP for countries supported by Seller regional offices, as stated in the quotation, unless otherwise stated in the quotation.
- 7.2. Seller will use vibration controlled covered transportation suitable for sensitive equipment. Seller will select the carrier and method of transport unless the Parties agree in writing to a different arrangement.
- 7.3. Delivery dates are estimates and depend on receipt of the required down payment, necessary technical information, component availability, and Seller's production schedule.
  - 7.3.1. If Buyer asks Seller to hold shipment for more than thirty business days after the advised ship date, Seller may place the Goods into third party storage at Buyer expense and may invoice the remaining balance under standard payment terms.
- 7.4. Buyer shall inspect the Goods promptly upon delivery. Inspection and acceptance requirements are provided in Section 8.
- 7.5. If Buyer specifies special shipping instructions or selects its own carrier, Buyer shall protect, defend, indemnify, and hold harmless Seller Group from and against all Claims arising from such instructions, carrier selection, or any resulting delay or damage, except to the extent caused by Seller Group.

## 8. Title

- 8.1. Title to the Goods transfers to Buyer upon Seller's receipt of full payment or as specified under the applicable delivery term stated in the quotation, whichever occurs later.
- 8.2. Until Seller receives full payment for the Goods, Buyer grants Seller a purchase money security interest in the Goods and all proceeds from the Goods. Buyer authorizes Seller to file financing statements or other documents required to perfect and maintain this security interest.
- 8.3. If Buyer fails to make any required payment when due, Seller may exercise all rights of a secured creditor under applicable law, including the right to reclaim or disable the Goods, without waiver of any other remedy available to Seller.

## 9. Installation, Commissioning, and Site Requirements

- 9.1. Buyer is responsible for ensuring that the Site is ready for installation and commissioning. Site readiness includes providing the required utilities, environmental conditions, material handling access, and safety compliance necessary for the Goods to be installed and operated.
- 9.2. If installation, commissioning, or delivery is included in the quotation and is delayed due to Buyer's failure to provide a ready Site, incomplete facility work, or other Buyer-controlled conditions, Seller may revise the installation or commissioning schedule and charge Buyer for any resulting costs or delays.
- 9.3. Seller personnel will comply with Buyer's Site-specific safety rules, provided those rules are disclosed to Seller in advance, are reasonable, and do not conflict with Seller policies or applicable law.
- 9.4. Detailed installation, commissioning, and Site preparation requirements will be provided in Seller's Customer Responsibilities and Logistics Guide. These details support project planning but are not contractual obligations unless expressly incorporated into a written amendment signed by authorized officers of both Parties.

## 10. Inspection and Acceptance

- 10.1. Buyer shall inspect Goods within thirty (30) business days of delivery. Buyer shall notify Seller in writing of any alleged nonconformance within the inspection period.
- 10.2. Goods shall be deemed accepted unless Buyer provides written notice of nonconformance within the inspection period.
- 10.3. If acceptance testing is applicable, it shall follow Seller's standard acceptance procedures enumerated in the Customer Responsibilities and Logistics Guide unless the Parties agree in writing to different procedures prior to the acceptance of the Order.

## 11. Warranty

- 11.1. INCORPORATION OF WARRANTY
  - 11.1.1. THE ARBIN STANDARD LIMITED WARRANTY ATTACHED AS EXHIBIT A (THE "WARRANTY") IS INCORPORATED INTO AND MADE PART OF THE CONTRACT. THE WARRANTY GOVERNS ALL WARRANTY COVERAGE, PROCEDURES, REMEDIES, AND EXCLUSIONS FOR THE GOODS AND SERVICES.
- 11.2. CONTROLLING DOCUMENT
  - 11.2.1. IF THERE IS ANY CONFLICT BETWEEN THE WARRANTY AND THESE TERMS CONCERNING WARRANTY RIGHTS, REMEDIES, PROCEDURES, OR LIMITATIONS, THE WARRANTY CONTROLS. FOR ALL NON WARRANTY MATTERS, THESE TERMS CONTROL.
- 11.3. BUYER ACKNOWLEDGEMENT
  - 11.3.1. BUYER ACKNOWLEDGES THAT IT HAS RECEIVED, REVIEWED, OR BEEN PROVIDED ACCESS TO THE WARRANTY AND AGREES THAT THE WARRANTY FORMS PART OF THE CONTRACT.
- 11.4. EXCLUSIVE WARRANTY TERMS
  - 11.4.1. NO WARRANTY TERMS, REMEDIES, OR OBLIGATIONS OTHER THAN THOSE SET OUT IN THE WARRANTY APPLY UNLESS EXPRESSLY STATED IN A SEPARATE WRITTEN AMENDMENT SIGNED BY AUTHORIZED OFFICERS OF BOTH PARTIES.

## 11.5. DISCLAIMER OF OTHER WARRANTIES

- 11.5.1. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THE WARRANTY AND IN THIS SECTION 11, SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COURSE OF DEALING.

## 12. Software and Firmware

### 12.1. Software License

- 12.1.1. Any software supplied with, installed on, or used in connection with the Goods (including the MITS software) is licensed, not sold, and is governed exclusively by Arbin's applicable End-User License Agreement ("EULA").
- 12.1.2. Buyer's use of the software is conditioned upon Buyer's acceptance of the EULA. If Buyer does not agree to the EULA, Buyer may not use the software.
- 12.1.3. In the event of any conflict between these Terms and the EULA with respect to software, the EULA controls.

### 12.2. Firmware

- 12.2.1. Firmware embedded in the Goods (including controller firmware, module firmware, and other device-level code) is licensed, not sold.
- 12.2.2. Buyer receives a non-exclusive, non-transferable license to use the firmware solely as embedded in the Goods and solely to operate the Goods as delivered by Arbin.
- 12.2.3. Buyer may not access, extract, modify, translate, reverse engineer, or load any firmware except as expressly authorized by Arbin in writing.
- 12.2.4. Firmware may be updated only through Arbin-authorized procedures. Compatibility or hardware requirements may apply.

### 12.3. Conflict of Terms

If Arbin's EULA is later updated to include firmware, such EULA will govern Buyer's use of firmware, and will supersede this Section 12.2 to the extent of any conflict.

## 13. Limitation of Liability

### 13.1. Maximum Liability.

- 13.1.1. To the maximum extent permitted by law, the total cumulative liability of Seller and Seller Group for all claims arising out of or related to the Contract, the Goods, or the Services will not exceed the amount paid by buyer for the specific Goods or Services giving rise to the Claim.

### 13.2. Exclusion of Certain Damages

- 13.2.1. Seller and Seller Group are not liable for any loss of profit, loss of revenue, loss of data, business interruption, loss of production, loss of materials, or any indirect, incidental, special, punitive, exemplary, or consequential damages, regardless of the theory of liability and regardless of whether Buyer or Buyer Group has been advised of the possibility of such damages.

### 13.3. Sole and Exclusive Remedies

- 13.3.1. The remedies provided in the Contract, including the Warranty incorporated as Exhibit A, are Buyer's sole and exclusive remedies for all Claims arising out of or related to the Goods or Services. No additional remedies apply unless set out in a separate written amendment signed by authorized officers of both Parties.

### 13.4. Allocation of Risk

- 13.4.1. The pricing of the Goods and Services reflects the allocation of risk set out in the Contract, and the limitations in this Section 13 form an essential part of the Parties' agreement.

### 13.5. Responsibility for the Acts of Buyer Group

- 13.5.1. Buyer is responsible for its own acts and omissions and for the acts and omissions of the Buyer Group. Buyer shall be liable for all Claims arising from misuse of the Goods, improper installation, operation outside the Specifications, unauthorized modification or repair, failure to maintain required environmental or operating conditions, or any other Buyer-controlled factors, except to the extent caused by Seller Group.

## 14. Indemnification

### 14.1. Buyer Indemnity

- 14.1.1. Buyer shall protect, defend, indemnify, and hold harmless Seller and Seller Group from and against all Claims arising out of or related to:
  - 14.1.1.1. the acts or omissions of Buyer or the Buyer Group;
  - 14.1.1.2. Buyer's misuse of the Goods misapplication, or interpretation of any data, results, or information generated by the Goods;
  - 14.1.1.3. Buyer's reliance on test results or data produced by the Goods to make product design, manufacturing, quality, safety, or field-performance decisions;
  - 14.1.1.4. the performance, behavior, safety, or fitness of any item tested using the Goods, including batteries, cells, modules, packs, devices, or components;
  - 14.1.1.5. Buyer's decisions, actions, or processes related to manufacturing, deploying, releasing, or commercializing any product tested using the Goods;
  - 14.1.1.6. improper installation, operation, or maintenance of the Goods;
  - 14.1.1.7. operation outside the Specifications;
  - 14.1.1.8. unauthorized modification, repair, or integration with other equipment; or
  - 14.1.1.9. Buyer's failure to comply with applicable laws, Site requirements, or safety obligations;
  - 14.1.1.10. any Claim seeking damages, remedies, or liabilities in excess of, or inconsistent with, the limitations, exclusions, or allocations of risk set out in Section 13 of the Contract.

In each case except to the extent caused by the legal fault Seller Group. Buyer's duty to defend under this Section 14.1 applies upon assertion of any such Claim and is not excused by allegations of negligence or other wrongdoing asserted against Seller or Seller Group. Any indemnity payments will be adjusted to reflect any final adjudication of comparative fault.

### 14.2. Seller Indemnification for IP Infringement

- 14.2.1. Seller shall protect, defend, indemnify, and hold harmless Buyer from and against all Claims brought by a third party alleging that the Goods, when used as provided in the Specifications, infringe a valid United States patent. Seller's obligations under this Section 14.2 do not apply to:
  - 14.2.1.1. Goods modified by Buyer;
  - 14.2.1.2. use of the Goods in combination with equipment or software not supplied or authorized by Seller;
  - 14.2.1.3. use of the Goods outside the Specifications; or
  - 14.2.1.4. claims arising from compliance with Buyer's designs or instructions.

### 14.3. Remedies for IP Claims

- 14.3.1. If a Claim covered by Section 14.2 is made or threatened, Seller may, at its option:
  - 14.3.1.1. obtain the right for Buyer to continue using the Goods;
  - 14.3.1.2. replace or modify the Goods so they become non-infringing; or
  - 14.3.1.3. refund the purchase price less reasonable depreciation.

These remedies are the Buyer's sole and exclusive remedies for such Claims.

### 14.4. Procedures: The following procedures apply to any Claim for which a Party seeks indemnification under this Section 14.

- 14.4.1. Notice
  - 14.4.1.1. The Party seeking indemnification ("Indemnified Party") shall give the other Party ("Indemnifying Party") prompt written notice of any Claim. Failure to provide prompt notice reduces the Indemnifying Party's obligations only to the extent the delay actually prejudices the defense of the Claim.
  - 14.4.2. Tender and Control of Defense

- 14.4.2.1. Upon receiving notice, the Indemnifying Party shall promptly confirm in writing whether it will assume the defense of the Claim. If the Indemnifying Party accepts the defense, it shall have the right to select counsel reasonably acceptable to the Indemnified Party.
- 14.4.2.2. Except as provided in subsection 14.4.4, the Indemnifying Party shall control the defense and settlement of the Claim, subject to its continuing obligation to keep the Indemnified Party reasonably informed of all material developments.
- 14.4.3. Cooperation
  - 14.4.3.1. The Indemnified Party shall provide reasonable cooperation, information, documents, and assistance as requested by the Indemnifying Party. Cooperation includes making personnel available for interviews, discovery, depositions, or testimony, as reasonably required. The Indemnifying Party shall reimburse the Indemnified Party for reasonable out-of-pocket costs incurred in providing such cooperation.
- 14.4.4. Conflicts and Failure to Defend
  - 14.4.4.1. If a conflict of interest exists, or if the Indemnifying Party fails to assume or diligently conduct the defense, the Indemnified Party may defend the Claim with counsel of its own choosing. In that event, the Indemnifying Party remains responsible for all defense costs and any resulting settlement or judgment, except to the extent caused by the Indemnified Party.
- 14.4.5. Settlement
  - 14.4.5.1. The Indemnifying Party may settle any Claim that involves only the payment of money by the Indemnifying Party. If a proposed settlement imposes any obligation on the Indemnified Party, admits fault on behalf of the Indemnified Party, or provides for non monetary relief, the Indemnifying Party must obtain the Indemnified Party's prior written consent, which shall not be unreasonably withheld.
- 14.4.6. Independent Rights
  - 14.4.6.1. Nothing in this Section 14.4 prevents an Indemnified Party from participating in the defense at its own cost, provided that such participation does not interfere with the Indemnifying Party's control of the defense.

## 15. Force Majeure

- 15.1. Seller is not liable for any delay or failure in performance caused by a Force Majeure Event.
- 15.2. If a Force Majeure Event occurs, Seller shall notify Buyer within a reasonable time and shall use good faith efforts to resume performance as soon as practicable.
- 15.3. A Force Majeure Event does not excuse Buyer's obligation to make payments when due.

## 16. Compliance and Export Control

- 16.1. Buyer shall comply with all applicable laws and regulations, including United States export control, import, customs, and economic sanctions requirements, and the laws of any other jurisdiction that may apply. This includes, without limitation, the Export Administration Regulations of the United States Department of Commerce, and regulations administered by the United States Department of the Treasury.
- 16.2. The Goods and any related Software, technology, or technical data may not be exported, re-exported, transferred, released, or used in any manner that violates applicable export control or sanctions laws.
- 16.3. Buyer shall not sell, transfer, export, or re-export the Goods to any prohibited destination, entity, or end user, or for any prohibited end use, including chemical or biological weapons, nuclear activities, missile technology, or military end uses where restricted.
- 16.4. Buyer shall protect, defend, indemnify, and hold harmless Seller and Seller Group from and against all Claims arising out of or related to Buyer's violation of any export control, import, or sanctions law.
- 16.5. Seller may refuse to supply or ship Goods, or may suspend performance, if Buyer's intended end use, end user, or destination presents a compliance risk under applicable export control or sanctions laws.

## 17. Confidentiality

- 17.1. Each Party shall keep confidential all non public, technical, commercial, or proprietary information disclosed by the other Party in connection with the Contract, whether disclosed in writing, orally, electronically, or by

access to the Goods or Site. Confidential information includes product designs, software, documentation, pricing, test data, specifications, drawings, business plans, financial information, and any other information marked or reasonably understood to be confidential.

- 17.2. A Party receiving confidential information ("Receiving Party") shall use the same degree of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. The Receiving Party shall use such information only for purposes of performing under the Contract and shall not disclose it to any third party except to its employees or contractors who have a need to know and are bound by obligations of confidentiality no less protective than those in this Section 17.
- 17.3. The obligations in this Section 17 do not apply to information that:
  - 17.3.1. is or becomes publicly available through no breach of the Contract;
  - 17.3.2. was known to the Receiving Party before disclosure by the other Party;
  - 17.3.3. is received from a third party without breach of any confidentiality obligation; or
  - 17.3.4. is independently developed by the Receiving Party without use of or reference to the confidential information.
- 17.4. If the Receiving Party is required by law, regulation, or court order to disclose confidential information, it may do so provided it gives the disclosing Party prompt notice (to the extent legally permitted) and reasonably cooperates in seeking protective treatment of the information.
- 17.5. Upon request or upon termination of the Contract, the Receiving Party shall return or destroy all confidential information, except that the Receiving Party may retain one archival copy for legal or compliance purposes.
- 17.6. These confidentiality obligations survive termination or expiration of the Contract.

## 18. Intellectual Property

- 18.1. Ownership
  - 18.1.1. All intellectual property rights in the Goods, Software, documentation, designs, drawings, data, firmware, specifications, and all related materials remain the exclusive property of Seller or its licensors. Except for the limited license expressly granted in Section 12, no rights or interests in any intellectual property are transferred to Buyer.
- 18.2. Restrictions
  - 18.2.1. Buyer shall not claim, challenge, register, or attempt to register any intellectual property of Seller, nor create derivative works from, modify, or adapt any materials containing Seller intellectual property, except as expressly permitted by the Contract.
- 18.3. Improvements
  - 18.3.1. Any improvements, modifications, enhancements, or derivative works to the Goods, Software, or related intellectual property, whether created by Seller, Buyer, or jointly, shall be owned exclusively by Seller unless otherwise agreed in a separate written amendment signed by authorized officers of both Parties. Buyer hereby assigns to Seller all right, title, and interest in any such improvements created by Buyer or by others on Buyer's behalf.
- 18.4. Feedback
  - 18.4.1. If Buyer provides feedback, suggestions, or recommendations regarding the Goods or Software, Seller may use such feedback without restriction. Buyer grants Seller a nonexclusive, perpetual, royalty free license to use and incorporate such feedback into Seller products or services.
- 18.5. Intellectual Property Indemnity Litigation
  - 18.5.1. Seller's indemnity for intellectual property infringement is limited to the specific obligations set out in Section 14.2. No other intellectual property indemnification obligations apply unless expressly stated in a separate written amendment signed by authorized officers of both Parties.
- 18.6. Protection of Seller Materials
  - 18.6.1. Buyer shall not remove, alter, or obscure any proprietary notices, trademarks, or confidentiality markings on the Goods, Software, or documentation. All such notices remain the property of Seller.

## 19. Assignment

- 19.1. Buyer may not assign or transfer the Contract without Seller's prior written consent. Any attempted assignment or transfer by Buyer without Seller's consent is void.
- 19.2. Seller may assign the Contract, in whole or in part, to an affiliate or to a successor by merger, reorganization, or sale of substantially all assets related to the Goods or Services, or to a financing or security partner, without requiring Buyer consent.
- 19.3. The Contract is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

## 20. Governing Law and Venue

- 20.1. The Contract is governed by and shall be interpreted in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles.
- 20.2. All disputes arising out of or related to the Contract shall be brought exclusively in the state or federal courts located in Harris County, Texas. The Parties consent to the jurisdiction and venue of such courts.
- 20.3. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract.

## 21. Miscellaneous

- 21.1. Severability
  - 21.1.1. If any provision of the Contract is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. The invalid provision will be replaced with a valid provision that most closely reflects the Parties' original intent.
- 21.2. Entire Agreement
  - 21.2.1. The Contract, together with the Warranty incorporated as Exhibit A and any written amendments accepted by Seller, constitutes the entire agreement between the Parties regarding the sale of the Goods and Services. It supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, or understandings, whether written or oral.
- 21.3. No Additional Terms
  - 21.3.1. Any additional or different terms contained in Buyer's purchase orders, acknowledgments, or other documents do not apply and are rejected unless accepted by Seller in a separate written amendment signed by authorized officers of both Parties.
- 21.4. Amendments and Waivers
  - 21.4.1. No amendment, modification, or waiver of any provision of the Contract is effective unless it is in a separate written document signed by authorized officers of both Parties. A waiver of any breach is not a waiver of any other breach.
- 21.5. No Third Party Beneficiaries
  - 21.5.1. The Contract is for the sole benefit of Buyer and Seller. No third party has any rights or remedies under the Contract, except for members of Seller Group and Buyer Group to the limited extent they are expressly identified as protected parties in the indemnification provisions of Section 14.
- 21.6. No Reliance
  - 21.6.1. Each Party acknowledges that it has not relied on any statement, promise, representation, or warranty not expressly set out in the Contract.
- 21.7. Survival of Terms
  - 21.7.1. The provisions of the Contract that by their nature should survive termination or expiration of the Contract shall survive, including Sections governing payment obligations, confidentiality, intellectual property, software licensing, warranty limitations, limitation of liability, indemnification, and compliance obligations.

## Arbin Instruments

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## Arbin Standard Limited Warranty

### 1. Who Is Covered

This warranty applies only to the original purchaser identified on the Arbin sales order. Warranty rights are not transferable except when the original purchaser is acquired by another legal entity that continues operations and provides notice to Arbin within 30 days of the acquisition.

### 2. What Is Covered

Arbin warrants that its products will be free from defects in materials and workmanship and will meet published specifications when operated under normal use and documented operating conditions. This warranty covers only Arbin-manufactured equipment, accessories supplied by Arbin, and factory-installed components. Third-party equipment such as control computers or external peripherals is covered solely by the manufacturer of that equipment.

#### 1. Warranty Duration

- a. Battery testing systems: 2 years
- b. Complimentary systems: 2 years
- c. External auxiliaries sold with systems: 2 years
- d. Accessories: 1 year
- e. Replacement or Expansion Subassemblies: 1 year
- f. Components and Consumables: 60 days
- g. Repairs: 60 days
- h. Software included with the system: 2 years

### 3. Warranty Start Date

The warranty begins on the shipment date from Arbin's factory. If onsite commissioning is purchased, the warranty begins on commissioning completion. If commissioning is not completed within 60 days of shipment, the warranty start date reverts to the shipment date.

### 4. What Arbin Will Do (Exclusive Remedy)

If a covered defect is identified during the warranty period, Arbin's sole and exclusive obligation is, at its option, to repair the product, replace the defective component or system, or provide a replacement unit meeting or exceeding the specifications of the original product.

Repair, replacement, or reperformance is the sole and exclusive remedy for any claim of defective or deficient goods or services, whether based in contract, warranty, tort, statute, strict liability, or otherwise.

## 5. How to Obtain Warranty Service

Customers must contact Arbin Customer Service for troubleshooting and instructions. If Arbin determines that factory service is required, the customer must return equipment prepaid and insured in original or equivalent packaging. Arbin will return repaired equipment by standard ground shipping. For the first 30 days after receipt, Arbin will arrange and pay for return, repair or replacement, and reshipment of defective products not caused by misuse or mishandling.

If Arbin determines that on-site service is the appropriate method of repair and agrees to send a service technician to the customer's location, Arbin will provide the labor for such warranty repair at no charge. The customer is responsible for all travel-related expenses incurred in providing on-site service, including transportation, lodging, meals, visas or access permits, and any other reasonable travel costs required to reach and service the equipment.

If the on-site visit reveals that the issue was caused by misuse, mishandling, unauthorized modification, operation outside specifications, or other non-warranty conditions, the customer will be responsible for all associated labor, parts, and travel costs.

## 6. Customer Responsibilities

Customers must operate and maintain Arbin equipment according to documentation and specifications, must not modify or repair equipment without authorization, and must promptly notify Arbin of any defect.

## 7. What Is Not Covered

This warranty does not cover misuse, abuse, mishandling, accidents, operation outside specifications, unauthorized modifications or repairs, environmental damage or contamination, normal wear items, consumables, or third-party devices.

### a. No Warranty of Outcomes or Results

Arbin does not warrant, guarantee, or represent any specific performance outcome, product result, manufacturing result, or field performance of any item tested using Arbin equipment. Customers alone are responsible for interpreting test results and determining fitness for intended use.

## 8. Disclaimer of Other Warranties

Except for the express warranties stated in this document, Arbin disclaims all other warranties of any kind, written, oral, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, course of dealing, or usage of trade.

## 9. Limitations of Liability

Arbin's total liability is limited to the purchase price of the affected product. Arbin is not liable for indirect, incidental, special, or consequential damages.