

JST Terms and Conditions of Sale

- Acceptance. JST Manufacturing Inc. is herein referred to as “JST” and the customer purchasing products (“Products”) or services (“Services”) is herein referred to as “Purchaser.” These terms and conditions of sale (“Terms”), any JST quotation, acknowledgment or invoice and all documents incorporated by specific reference herein or therein (“JST Documents” and together with these Terms, the “Agreement”), constitute the complete terms governing the sale of Products and Services. In the event of any conflict or inconsistency between these Terms and any terms or conditions contained in Purchaser’s purchase order, business forms, or website, these Terms shall prevail and control, unless expressly agreed otherwise in writing by JST. Any additional or different terms or conditions proposed by Purchaser shall not apply and shall have no effect unless expressly accepted in writing by an authorized representative of JST. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not JST clicks on an “ok,” “I accept,” or similar acknowledgment. Commencement of any work by JST or Purchaser’s acceptance of delivery of the Products or Services will manifest Purchaser’s assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of an JST Document or agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized officer of JST; (b) JST Document terms; (c) these Terms.
- Quotations. Quotations are only valid in writing and for 60 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to Purchaser. Quotations are made subject to approval of Purchaser’s credit. JST may refuse orders and has no obligation to supply Products or Services unless JST issues an order acknowledgement or upon the shipment of Products or commencement of Services.
- Prices and Payment Terms. Prices are in U.S. Dollars and are subject to change without notice. All orders are accepted subject to JST’s price in effect at time of shipment. Prices do not include any sales, use, value-added or other taxes, import duties, license fees or like charges (“Fees”) related to the sale, importation or use of Products or Services, and Purchaser is responsible for those Fees. If JST is subsequently required to pay any Fees, Purchaser shall fully defend and indemnify JST therefore. Unless otherwise stated in the applicable quotation or agreed in writing, JST’s standard payment terms for equipment sales are as follows: (i) 30% of the total price, invoiced at design approval, payable 30 days from the invoice date; (ii) 60% of the total price, invoiced at shipment, payable 30 days from the invoice date; and (iii) 10% (balance), invoiced at start-up or acceptance, payable 30 days from the invoice date, provided that start-up or acceptance shall occur no later than 45 days from shipment (where any delay is not attributable to JST). Alternatively, where milestone billing is not applicable or for non-equipment sales, and unless otherwise agreed in writing, payment terms shall be net 30 days from the date of JST’s invoice. Overdue invoices will incur interest at the rate of 1.5% per month, or at the maximum rate allowable by governing law. Purchaser’s inspection rights herein will not affect the payment terms. Under no circumstances will Purchaser have a right of set-off. If Purchaser fails to make any payment as required, Purchaser agrees to indemnify JST for all associated costs incurred by JST, including reasonable attorney fees and court costs.
- Quantities. Unless otherwise agreed in writing, any variation in quantities shipped over or under the quantities ordered (not to exceed 10%) shall constitute compliance with Purchaser’s order and the stated price per item will continue to apply. If a Purchaser’s purchase order does not specify quantities, or specifies the quantities as “blanket order”, “as released”, “as scheduled”, “as directed”, “subject to Purchaser’s production releases” or another similar reference, or if a Purchaser’s purchase order purports to be a “Requirements Contract” (or something similar) but JST has not expressly agreed in writing to such requirements obligations, JST is not obligated to ship any Products beyond the quantity contained in any firm release that has been accepted by JST, and JST is not obligated to accept any future orders, releases or offers. Unless otherwise agreed in writing, any Purchase Order that purports to be a “Requirements Contract” and has been agreed to in writing by Seller shall be deemed an exclusive contract between Seller and Purchaser, limited to a maximum duration of five years.
- Credit Approval. All shipments are subject to approval by JST’s credit department. JST may invoice Purchaser and recover for each shipment as a separate transaction. If, in JST’s sole judgment, Purchaser’s financial condition is or becomes unsatisfactory, then JST may, without prejudice to any of its other remedies: (a) defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance; and/or (b) terminate any or all of Purchaser’s purchase orders.
- Cancellation or Modification. JST may cancel any purchase order or release thereunder, or terminate any agreement relating to the purchase of JST’s Products or Services upon reasonable prior written notice to Purchaser. Once JST has accepted a purchase order or begun taking actions with respect to a purchase order, Purchaser cannot cancel or modify that purchase order except with JST’s written consent. In such event, Purchaser will be liable for cancellation or modification charges and all costs incurred and committed for the order or in connection with the cancellation or modification, as applicable, together with a reasonable allowance for prorated expenses and anticipated profits.
- Inspection / Non-Conforming Shipments. Unless otherwise stated in the applicable quotation or agreed in writing, Purchaser may inspect Products for a period of 45 business days after delivery (“Inspection Period”). Purchaser must notify JST in writing of any Products that do not conform to the specifications applicable to their sale within the Inspection Period and afford JST a reasonable opportunity to inspect such Products and cure any nonconformity. If Purchaser fails to provide JST such written notice within the Inspection Period, Purchaser will be deemed to have accepted the Products. Purchaser may

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not return any Product without JST's prior written authorization. Any return authorized by JST must be made in accordance with JST's return policies. Purchaser will be responsible for all costs associated with returns of Products and will bear the risk of loss, unless JST agrees otherwise in writing or determines that the Products do not conform to the applicable terms of sale. Any variation in quantities shipped over or under those ordered (not to exceed 10%) will constitute compliance with Purchaser's order, and the stated price per item will continue to apply.

8. Delivery. Unless otherwise stated in the applicable quotation or agreed in writing, JST anticipates use of common carriers for shipment of Products. The carrier, and not JST, will bill for freight rates and other shipping charges. Payments for such charges shall be paid by Purchaser directly to the carrier. Unless otherwise stated in the applicable quotation or agreed in writing, all Products will be shipped ExWorks JST's facility (Incoterms 2020). Shipping dates are approximate and are based upon prompt receipt of all necessary information from Purchaser. JST may ship items in a single or multiple shipments. Title to the Products and risk of loss shall pass to Purchaser upon delivery in accordance with the applicable shipping term. Purchaser assumes all risk and liability for loss and use or misuse by third parties who acquire or use the Products illicitly after delivery. Purchaser must notify JST and the delivering carrier within 15 business days from date of receipt of Products, of any damage or shortage, and afford JST a reasonable opportunity to inspect the Products. Any loss occasioned by damage or shrinkage in transit will be for Purchaser's account, and claims for such loss must be made solely against the carrier.

9. Start-Up and Training Services. JST shall make available to Purchaser its standard start-up and training services ("Start-Up Services"), provided that (i) such Start-Up Services are requested in writing and scheduled at dates mutually agreed with JST, and (ii) such Start-Up Services are fully performed within twelve (12) months from the date of shipment of the applicable Product. All scheduling of Start-Up Services is subject to JST's sole discretion and personnel availability. If Start-Up Services are delayed beyond twelve (12) months from the shipment date for any reason, including without limitation Purchaser's lack of readiness, site conditions, rescheduling requests, cancellation, or other Purchaser-related causes, JST shall be entitled to charge Purchaser for such Start-Up Services on a time-and-materials basis at JST's then-current service rates, plus all associated travel, lodging, meal, standby, delay, cancellation, and other costs. If Purchaser is not ready to proceed with Start-Up Services on a confirmed date, or cancels or reschedules less than fourteen (14) business days prior to the scheduled date, JST may invoice Purchaser for all incurred costs, including service charges, standby time, and any additional or repeated travel time, at JST's standard rates. Any rescheduled Start-Up Services shall be treated as new requests and shall be subject to JST's availability and applicable fees. In no event shall JST have any obligation to provide Start-Up Services more than twenty-four (24) months after the date of shipment, regardless of cause.

10. Limited Warranty. JST warrants to the Purchaser that: (i) The Products manufactured by JST and software licensed by JST will be free of defect in material and workmanship under normal use and service for a period of one (1) year from date of shipment; and (ii) All products not manufactured by JST are not warranted by JST, but will carry the original manufacturer's warranty. JST's obligation is limited to the components illustrated in the specifications. This is a limited warranty and is the only warranty made by JST. JST provides no other warranty express or implied, and there is expressly excluded all warranties of merchantability and fitness for a particular purpose even if JST has been advised of that purpose. These stated express warranties are in lieu of all other liabilities or obligations of JST for damages arising out or in connection with the delivery, use or performance of Products sold by JST. All warranties shall be null and void in the event the Purchaser fails to fully comply with this warranty, or fails to make payment in full to JST for the Product. This warranty is limited to the operation of the products sold by JST in accordance with approved specifications and/or drawings where applicable. The Purchaser assumes all responsibility of installation, proper maintenance and change in miscellaneous parts (tube fittings, valving, fuses, etc.), and warranty service. JST disclaims in full all warranties of products or component parts of products improperly installed by the Purchaser. Thus, if the Purchaser installs the Product or component parts of the product and deficiencies are caused by installation, the Purchaser shall be solely responsible for remedying all problems, and all warranties shall be null and void and be deemed waived. In addition, if the Purchaser attaches or connects to a Product, equipment, component parts or other products that are not recommended by JST, all warranties shall be null and void and be deemed waived. This warranty does not apply if the software has been altered by any party, except by JST. This limited warranty further does not include damage incurred to Products through shipping, handling, improper installation and/or maintenance, attempts to operate the Products beyond their mechanical or electrical capacity, intentionally or otherwise, or for unauthorized repair. If a Product is found unsatisfactory under this limited warranty, the Purchaser shall notify JST immediately with all concerning details. If a Product is determined defective due to materials or workmanship, JST's only obligation under this warranty is, at the option of JST, to repair the Product, replace the Product or return payment for the Product.

11. Software: The product may include software necessary for full utilization of the Product. JST and its suppliers grant to the Purchaser a limited, nonexclusive and nontransferable license to use one copy of the JST software solely on the JST product owned or leased by the Purchaser or otherwise embedded in equipment provided by JST. JST and its suppliers own all intellectual property in the software. All title and intellectual property rights in and to the software, and any copies Purchaser is permitted to make herein are owned by JST and its suppliers. All rights not expressly granted are reserved by JST. The software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The software is licensed, not sold. The software is subject to the same warranty and limitations as the Product. The

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Purchaser shall not: copy, in whole or in part, software or documentation; modify the software; reverse compile or reverse assemble all or any portion of the software; or rent, lease, distribute, sell, or create derivative works of the software. The Purchaser may, however, permanently transfer its license in the software, together with all of Purchaser's rights under this Agreement, in conjunction with selling the Product, provided Purchaser transfers all of the software (including any component parts, media and printed materials, any upgrades and this Agreement) and Purchaser retains no copies. In addition, the end user receiving the transferred software must agree to all the terms of this Agreement. This license is effective until terminated and applies to all successors in interest and all updates. The software uses content that is updated from time to time and may cause the product to automatically connect to the internet. JST may add, modify or remove features of the software at any time with or without notice to the Purchaser. JST may, at its discretion with or without notice to the Purchaser, discontinue providing content updates. There may be technological measures in the software, including product activation, that are designed to prevent unlicensed or illegal use of the software. The Purchaser may terminate this license at any time by destroying all copies of software including any documentation. Upon termination, the Purchaser must destroy all copies of software. This license requires the Purchaser to pay the negotiated price for the Product in full. The Purchaser agrees that, at JST's option, JST may terminate this license, withhold activating the software, or deactivate the software for the Purchaser's failure to comply with this license, including the Purchaser's failure to make payment in full to JST for the Product. The Product and software, including technical data, is subject to U.S. export control laws. Purchaser agrees to comply with all applicable international and national laws that apply to the software, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. The software may contain software from the open source community that must be licensed under a respective open source software license having terms applicable to such open source software. The open source software and copies of corresponding open source licenses are identified and referenced in the software materials provided to Purchaser by JST. Open source software is not subject to the terms and conditions of this Agreement. Instead, each item of open source software is licensed under the terms of a corresponding open source license. Nothing in this Agreement limits Purchaser's rights under, or grants Purchaser rights that supersede, the terms of any an applicable open source software license. If there is a conflict between this Agreement and any term of an applicable open source software license, the terms of the open source software license shall control and supersede the terms of this Agreement.

12. Service Warranty. JST warrants that (a) it will perform Services in a timely, competent and professional manner and in accordance with industry standards; and (b) the Services shall conform to any mutually agreed upon specifications or statements of work. Purchaser's sole remedy, and JST's sole liability, for a breach of the foregoing warranty is for JST, at its option, to re-perform the Services or credit Purchaser's account for such Services.

13. Limitation of Liability and Remedies. JST WILL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST JST, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWNTIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON JST'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. IN NO EVENT WILL JST'S LIABILITY IN CONNECTION WITH THE AGREEMENT OR SALE OF JST'S PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE.

14. Product Use. Purchaser is solely responsible for determining if a Product is fit for a particular purpose and suitable for Purchaser's method of application. Accordingly, and due to the nature and manner of use of JST's Products, JST is not responsible for the results or consequences of use, misuse or application of its Products. All physical properties, statements and recommendations are either based on the tests or experience that JST believes to be reliable, but they are not guaranteed.

15. Tooling/Molds/Dies. All material, equipment, facilities and special tooling (including tools, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment and manufacturing aids and replacements thereof) used in the manufacture of the Products will remain the property of JST. Any material, tooling or equipment furnished to JST by Purchaser will remain the property of Purchaser with title to and right of possession remaining in Purchaser.

16. Ownership of Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Purchaser by JST and all rights therein (collectively, "Intellectual Property") will remain the property of JST and will be kept confidential by Purchaser in accordance with these Terms. Purchaser has no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to JST upon request from JST. Purchaser acknowledges that no license or rights of any sort are granted to Purchaser hereunder in respect of any Intellectual Property, other than the limited right to use JST's Products or receive the Services purchased from JST.

17. Use of Trademarks and Trade Names. Purchaser shall not use, directly or indirectly, in whole or in part, JST's name, or any other trademark or trade name that is now or may hereafter be owned by JST (collectively the "Trademarks"), as part of Purchaser's corporate or business name, or in any way in connection with Purchaser's business, except in a manner and to the extent authorized herein or otherwise approved by JST in writing. Purchaser hereby acknowledges JST's ownership of the Trademarks and the goodwill associated therewith. Purchaser shall not infringe upon, harm or contest the validity of any

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Trademarks. Purchaser shall be entitled to use the Trademarks only in connection with the promotion or sale of the Authorized Products pursuant to the terms of the Agreement. Purchaser shall reproduce the Trademarks exactly as specified by JST. Purchaser shall not use the Trademarks in combination with any other trademarks or names. Purchaser agrees that it will not register or attempt to register any Trademark or any colorable imitation thereof (including any non-English language variation thereof), or use such Trademarks for any products or for any purposes other than those set forth in the Agreement. Purchaser shall not at any time during or after termination of the Agreement use in its business any other trademark that is similar to or in any way resembles the Trademarks so as to be likely to cause deception or confusion with the Trademarks. Purchaser shall provide reasonable cooperation to JST with respect to any efforts of JST to protect, defend or enforce its rights to the Trademarks. Should Purchaser cease being an authorized customer of JST for any reason, Purchaser shall immediately discontinue any formerly permitted use of JST's name or the Trademarks.

18. Confidential Information. Neither party will disclose to any person or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information of the disclosing party or any information disclosed as a result of the parties' discussions, visually or orally, and that should reasonably have been understood by recipient, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the disclosing party (collectively "Confidential Information"). Confidential Information will expressly include any and all information derived from the Confidential Information. The recipient shall treat Confidential Information as confidential and proprietary to the disclosing party and prohibit copying and use such Confidential Information only in connection with fulfilling its obligations under the Agreement. Purchaser will not use JST Confidential Information to assist in creating or attempting to create by reverse engineering or otherwise, the source code programs, hardware designs or manufacturing processes from Product provided or to make a new Product or system, or repair any Product or system except as necessary to support the use of any Product supplied by JST. The recipient will return all Confidential Information to the disclosing party upon disclosing party's written request. The parties' obligations will survive the termination, cancellation or final payment of any or all purchase orders. All drawings, data, designs, specifications, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for JST in the production of any Product or the performance of any Service sold, rendered or licensed hereunder, including any and all derivative works, will be and remain the sole property of JST (or its licensors, if any) and JST may use them for any purpose and for any other person or entity, including JST. Purchaser will not reverse engineer any Products. In no event is Purchaser authorized to audit JST's financial records or processes and documentation related to trade secrets.

19. Audit. Unless agreed to in writing by an officer of JST, neither Purchaser nor any Purchaser representative, may examine or audit JST's cost accounts, books or records of any kind or any matter, or any other data that JST, in its sole discretion, considers confidential or proprietary.

20. Infringement and Indemnification. Except as set forth below, JST agrees to defend and indemnify Purchaser against any claims, costs, damages, liability and expenses resulting from actual patent, trademark or copyright infringement, misappropriation of confidential information, or violation of any other Intellectual Property right, domestic or foreign that may arise from the sale of JST's proprietary Product to Purchaser as such pertains to the subject matter of the Agreement (each, a "Claim"); provided, however, (a) Purchaser supplies JST written notice of such Claim immediately after the Purchaser has notice of such Claim, (b) Purchaser cooperates with JST in the defense and settlement of such Claim; and (c) Purchaser allows JST the right to defend and settle such Claim at JST's expense. If a suit or claim results in any injunction or order that would prevent JST from supplying any part or Product falling under the Agreement, or if the result of such a suit or claim would, in the reasonable opinion of JST, otherwise cause JST to be unable to supply such parts or Products, JST may do one or more of the following: (i) secure an appropriate license to permit JST to continue supplying those parts or Products; (ii) modify the appropriate part or Product so that it becomes non-infringing; (iii) replace the appropriate part or Product with a non-infringing but practically equivalent part or Product; or (iv) if JST cannot reasonably accomplish the actions specified in subsections (i) – (iii), then in JST's sole discretion, JST may discontinue selling the part or Product without any further liability to Purchaser. Notwithstanding the foregoing, JST shall have no liability or duty to defend and indemnify Purchaser against any Claim relating to: (1) the use of any part or Product in a manner inconsistent with JST's operating instructions, (2) the combination of any part or Product with any other part or product not supplied by JST, or (3) any part or Product or process that is designed or specified by Purchaser.

21. JST Employees. JST sales and service employees do not have the training or authority to make legal representations or enter into any agreements or execute any Purchaser documents affecting legal responsibilities or waiving legal rights, including those regarding the transfer of intellectual property rights or related to privacy laws. Any such representations, agreements or documents will not be binding on JST or such JST employees.

22. Service Terms. The following terms and conditions apply to any on-site Services provided by JST:

A. Services will be provided at JST's then current service rates.

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B. Purchaser shall prepare the site for the Services. If the site is not prepared for the Services upon JST service personnel's arrival at the agreed upon time and date for Services, JST may charge Purchaser for any delay and/or travel time at JST's regular service rates.

C. Purchaser shall provide JST with advance notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses, that are applicable to Purchaser's local jurisdiction.

D. JST may refuse, without any liability, to provide Services and to allow JST service personnel to suspend Services or vacate any site where, in JST's opinion, performance of Services would pose a risk to the safety of any person. In such event, Purchaser is responsible for payment of any delay and/or travel time at JST's regular service rates.

E. Purchaser is solely liable for all damages or injuries caused or contributed to by Purchaser that may occur on the site, except to the extent damages or injuries are directly caused by the gross negligence or willful misconduct of JST service personnel.

F. Purchaser must provide at least 72 hours' notice of cancellation of any Service order. If Purchaser cancels with less than 72 hours' notice, Purchaser is responsible for any costs incurred by JST caused by such cancellation. In addition, if the Service is cancelled after work has commenced, Purchaser shall pay JST for all costs, expenses, and committed resources incurred or obligated up to the date of cancellation.

23. Compliance. Purchaser agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Purchaser's obligations hereunder and Purchaser's use of the Products and Services, including import/export laws, labor laws and anti-corruption laws.

24. Relationship of the Parties. Nothing in the Agreement or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.

25. Force Majeure. JST will not be responsible for failure to perform in a timely manner under the Agreement when its failure results from events beyond its reasonable control (an event of "Force Majeure"), including acts of God, epidemics, acts of war whether declared or undeclared, actions by any governmental agency or authority (whether valid or invalid), blockades, labor disputes (whether of JST's employees or the employees of others), raw material shortages and material increases in costs of raw materials. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable JST to perform.

26. Assignment; Binding Effect. No assignment of any rights or interest or delegation of any obligation of Purchaser under the Agreement or Purchaser's purchase order may be made without JST's prior written consent. Any attempted assignment will be void. JST may assign the Agreement or otherwise transfer its rights and/or obligations under the Agreement. The Agreement will inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

27. Waiver. In the event of any default by Purchaser, JST may decline to ship Products or provide Services. If JST elects to continue shipping or otherwise fails to insist upon strict compliance with the Agreement, JST's actions will not constitute a waiver of Purchaser's default or any other existing or future default, or affect JST's legal remedies.

28. Bankruptcy. If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder.

29. Limitation of Actions/Choice of Law. Any dispute arising out of or related to this Agreement will be governed by and construed in accordance with the laws of the State of Idaho and shall be litigated exclusively in a state or federal court located in Boise, Idaho. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a court of competent jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. In any action concerning any provision of the Agreement, the prevailing party is entitled, in addition to the relief granted, to a reasonable sum for their reasonable and documented attorneys' fees incurred, provided if each party prevails in part, such fees will be allocated in the manner as the court determines to be equitable in view of the relative merits and amounts of the parties' claims.

30. Survival. Any provisions in the Agreement which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled.

31. Severability. If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

32. Integration and Modification. The Agreement constitutes the entire agreement between JST and Purchaser with respect to the Products and Services covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.