

**GENERAL TERMS AND CONDITIONS OF SALE FOR
PLANETARY GEARBOX UNITS
IMS GEAR PLANETARY GEARS, LLC**

1. Scope of Agreement.

a. All shipments, services, sales, and quotations between IMS Gear Planetary Gears, LLC (“Seller”) and the purchaser (“Purchaser”) are subject to the general terms and conditions of business contained herein (“General Terms and Conditions”), and receipt by Purchaser of the General Terms and Conditions without immediate written objection thereto and/or acceptance by Purchaser of an order acknowledgement by Seller (also referred to as “Sales Order”) which is confirmed and accompanied by the General Terms and Conditions, shall constitute an acceptance by Purchaser of the General Terms and Conditions and any additional terms and conditions of Seller set forth on any attachment(s) hereto or on the order acknowledgement (Sales Order).

b. These General Terms and Conditions shall govern any order and all future business transactions and deliveries between Seller and Purchaser relating to the purchase and sale of the Products manufactured by Seller (hereinafter collectively referred to as “Products” or individually as a “Product”).

c. By placing an order and/or accepting the Products, the Purchaser accepts our conditions.

d. The Seller does not accept general terms and conditions of the Purchaser unless the Seller has expressly accepted such conditions in writing. Seller’s deliveries are based exclusively on Seller’s conditions.

e. Any terms proposed by Purchaser are expressly rejected.

2. Seller’s Acceptance of Order. Each order of Products shall not become effective and shall not be binding on Seller until the earlier of (i) shipment by Seller of Products conforming to such order or (ii) transmittal by Seller of an order acknowledgment (Sales Order) to Purchaser. Telefax or e-mail are valid forms of written acceptance by Seller. Seller’s employees are not authorized to make collateral agreements or promises going beyond the contents of the order acknowledgment (Sales Order) or written contract or to change these General Terms and Conditions to Seller’s disadvantage.

3. Price and Payment.

a. All prices quoted by Seller shall be on a net basis ex works. Unless otherwise expressly agreed upon in writing, the price quoted in any price list, catalog, or brochure of Seller includes loading at Seller's plant, but excludes the cost of packaging, applicable taxes and duties, tariffs, shipping, insurance, and other incidental expenditures of Seller.

b. Payment terms shall be such time period as specified on the order acknowledgment (Sales Order). Invoices shall be payable only by electronic transfer or wire (wire fees may apply) in United States currency.

c. Seller may from time to time demand different terms of payment from those specified herein whenever it reasonably appears that the Purchaser's financial condition requires such change, and may demand assurance of the Purchaser's ability to pay whenever it reasonably appears that such ability is in doubt for reasons including, but not limited to, a history of delay in payment or a current delay in payment. Such demand shall be in writing and Seller may, upon making of such demand, stop production and suspend shipments hereunder. Also, Seller may choose to make further deliveries only upon provision of collateral or cash payment for contemporaneous performance. If, within the period stated in such demand, Purchaser fails or refuses such different terms of payment, or fails or refuses to give adequate assurance of its ability to pay, Seller may at Seller's option treat such failure or refusal as a repudiation of any portion of an accepted order that has not been fully performed.

d. Time shall be of the essence with regard to the Purchaser's payment obligations to Seller hereunder. Should payment be delayed, Seller may charge, without giving notice, interest at the lower of eighteen percent (18%) per annum or the highest legal rate allowed under applicable U.S. law. The right of Seller to receive such interest payments shall be in addition to any other rights or remedies of Seller hereunder with respect to such nonpayment.

e. Purchaser may not withhold payments or offset claims except with Seller's express written authorization.

4. Taxes. Prices quoted by Seller for the Products do not include applicable sales, use, excise, and similar taxes. In addition to the amount quoted by Seller for the Products, Purchaser shall pay all such taxes which under applicable statutes are required to be paid as a result of the sale to Purchaser regardless of the party upon whom the obligation to pay is placed. Taxes may be included on Seller's invoice with Products or may be separately invoiced at the discretion of Seller; any such invoice shall specify each category of taxes, which Purchaser is required to pay.

5. Terms of Delivery.

a. Unless expressly agreed upon in writing to the contrary, the terms of delivery are FCA Seller's loading dock (Incoterms 2020). Seller shall use commercially reasonable efforts to make the Products available for pick-up and delivery by Purchaser within a reasonable time after acceptance of an order from Purchaser.

b. Delivery times are estimates only even if this is not expressly stated. Seller will use its commercially reasonable efforts to make deliveries during the calendar week confirmed in writing by Seller but in no case before a binding agreement on all performance details has been reached. Seller may make partial deliveries.

c. Delivery time commences after a written acceptance of the order by Seller and in particular any engineering specifications of Purchaser including the availability of any date, drawings, test samples in the required quantities and quality are provided by Purchaser.

d. Purchaser bears the risk of loss or destruction of the Products upon written notification from Seller that the Products are ready for pick up at Seller's place of business. In case Purchaser requests a delay in delivery Purchaser assumes the risk of loss damage and/or destruction of the Products from the date the Products are ready to be delivered.

e. Purchaser agrees that it shall pick up, or cause a common carrier to pick up, the Products at Seller's place of business within five (5) days after written notification from Seller that such Products are ready for pick-up. If Purchaser or its common carrier does not pick up or accept the Products within five (5) days after written notification from Seller that the Products are ready for pick-up or if Seller is required to store the Products due to any delay caused by Purchaser, Purchaser shall reimburse Seller for reasonable storage charges.

f. Seller reserves the right to make delivery in installments unless otherwise expressly stipulated to the contrary in a writing signed by Seller. Delay in delivery of any one or more installments shall not relieve Purchaser of Purchaser's obligation to accept remaining deliveries.

g. If Purchaser should request any modification of the order after Seller's acceptance, Seller shall have the right to extend the delivery time period as reasonably needed to complete Purchaser's change order.

6. Title and Risk of Loss.

a. Purchaser assumes title to and bears the risk of loss or destruction of the Products upon pick-up or acceptance of the Products by Purchaser or its common carrier at Seller's place of business. Purchaser assumes all risk of loss, damage, and/or destruction of the Products from the time of notice by Seller to Buyer that the Products are ready to be picked-up/delivered; any extension of time of delivery is entirely at Purchaser's risk.

b. Seller shall package and prepare the Products for shipment to Purchaser in a reasonable manner such as to prevent damage and shall comply with applicable regulations. Seller shall not be responsible for any delays in shipment beyond Seller's reasonable control, but shall notify Purchaser of any anticipated delays. It is expressly understood that Seller may delay release of the Products to Purchaser or Purchaser's agents until such time as payments due, as set forth herein, have been received by Seller. Should there be a delay in delivery because of Seller's gross negligence, Seller's liability is limited to a liquidated damages payment of 1% of the amount invoiced for every full week of delay, with a maximum of 5% of the invoiced value of the delayed Products, but in any case not in excess of \$25,000.

c. Should delivery be delayed because of circumstances for which Purchaser is responsible:

- i Purchaser assumes risk of loss as soon as it has been notified that the Products are ready to ship;
- ii Seller will store the Products at Seller's expense;
- iii Should Seller store the Products on its premises, Seller will charge a storage fee of a minimum of one point five (1.5%) of the amount invoiced for the stored Products per month; and
- iv Seller has the right to withdraw from the contract and to demand damages instead of performance after setting an appropriate deadline and after this deadline has expired without action on the part of Purchaser.

7. Cancellation. An order placed with and accepted by Seller can be canceled by Purchaser only with the prior written consent of Seller and only upon terms that will compensate Seller for all losses incurred by Seller associated with Purchaser's cancellation, including, but not limited to, the costs already incurred by Seller in performance of Seller's contractual duties and any profits which Seller would have received had the contract been completed. If Purchaser makes an assignment for the benefit of creditors, if a petition or other proceeding, voluntary or involuntary, is filed by or against Purchaser under applicable bankruptcy, reorganization, or other insolvency laws, if Purchaser generally becomes unable to pay its debts as they become due, or if Purchaser fails to remit payment to Seller for Products in accordance with the terms hereof, Seller may, at its option, cancel all deliveries of undelivered Products or any confirmed orders effective immediately by giving Purchaser written notice of such cancellation.

8. Product Descriptions. All references in sales brochures, technical data sheets, and offers as to size, weight, technical specifications, price, and other details of the Products are approximate and shall not be binding on Seller unless expressly incorporated in an accepted order. Minor variances, such as those due to reduction ratios or non-standard testing or measuring methods, may occur. Seller reserves the right, from time to time, to modify, in whole or in part, any one or more of the Products or specifications thereof or to substitute new products in lieu of any one or more of the Products, whereupon in each case the term of Products as used in these General Terms and Conditions shall be deemed automatically to reflect such events.

9. Carrier and Routing. Unless the parties agree otherwise, Seller shall have the right to select the carrier(s) and routing of shipment. Products sold herein are sold FCA (Incoterms 2020) Seller's place of business in Gainesville, Georgia. Purchaser assumes responsibility for payment of freight, and all costs associated therewith, which freight charges and other costs may not be reflected in the prices quoted by Seller. Seller may, at Seller's option, prepay freight and seek reimbursement from Purchaser.

10. Warranties; Limitations.

a. Seller warrants (i) that the Products will be adequately packaged and labeled; (ii) that Seller shall convey good and merchantable title to Purchaser and that the Products will be delivered free from any lawful lien, claim, or encumbrance of any nature, kind, or character; (iii) that the Products will be free from defects in material or workmanship for a period of three (3) months from the date of delivery, unless otherwise stated in writing in the specific Product specifications or order; and (iv)

that the Products will substantially comply with their stated specifications. THE LIMITED WARRANTIES MADE BY SELLER ARE IN LIEU OF ALL OTHER WARRANTIES AND OBLIGATIONS OF SELLER OF EVERY NATURE WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRODUCT(S) AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY.

b. Unless expressly permitted in writing in the Product Specifications or the respective order, Product shall not be used in any regulated environment requiring approvals or enhanced safety features, including but not limited to aircrafts, nuclear industry, medical applications, hazardous operating conditions or environments or comparable restrictions.

c. This warranty shall apply only if the Products were operated, used, and stored according to all safety, training, and other instructional guidance provided to Purchaser. This warranty does not cover failure caused by Purchaser's misuse, negligence, modification, abuse, improper application, service, or operation, or by lack of service or use with improper materials.

d. Claims for liability of any type against Seller are excluded when Seller, Seller's lawful representatives, or Seller's vicarious agents, have caused the damage by ordinary negligence.

e. Purchaser shall without undue delay after its receipt of the Products give written notice to Seller of any claim that the Products do not conform with the terms of the order or have material defects which a casual inspection would disclose. If Purchaser fails to give such notice, the Products shall be deemed to conform with the terms of the order, and Purchaser shall be deemed to have accepted and shall pay for the Products in accordance with the terms of this order. Purchaser expressly waives any right Purchaser may have to revoke acceptance or claim a breach of warranty with respect to such obvious or material defects a casual inspection should have disclosed if notice is not given pursuant to this subsection.

f. Customary or immaterial deviations in quality, color, weight, or configuration do not constitute a defect. In particular, short or excess deliveries up to five percent (5%) of the value of the order are allowed, unless otherwise expressly agreed in writing by Seller.

g. Justified warranty claims shall only obligate Seller to correct the defect by repairing or replacing the defective Product(s) at Seller's sole option.

Purchaser shall, at Purchaser's expense, return any defective Product(s) to Seller to the location to be designated by Seller. Purchaser shall bear the expense of removal and reinstallation of any defective Product(s). Seller shall, at Seller's expense, return repaired or replacement Products to Purchaser and shall have the right to select the carrier(s) and routing of shipment. Purchaser shall ship, at its reasonable expense to be reimbursed by Seller if the Product is found to be defective and under warranty, all Products subject to a warranty claim.

h. IN ALL EVENTS, THE LIABILITY OF SELLER SHALL NOT EXCEED THE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SELLER'S LIABILITY IS CLAIMED, AND IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE LOST PROFIT OR OPPORTUNITY, WHETHER BASED IN CONTRACT OR IN TORT, THAT ARISE IN CONNECTION WITH THE PRODUCT OR USE THEREOF OR IN CONNECTION WITH EITHER SELLER'S FAILURE TO DELIVER OR ITS LATE DELIVERY OF THE PRODUCT (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCT AND LOSS OF PROFITS).

i. Purchaser acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies available to Purchaser at law or in equity.

11. Intellectual Property and Infringement.

a. Seller shall defend at its own expense any action brought against Purchaser to the extent it is based on a claim that any Product manufactured by Seller infringes a patent or a registered trademark issued and acknowledged by the Patent or Trademark Office in the United States of America, provided (i) that Purchaser promptly notifies Seller in writing of such claim, (ii) that Seller shall have the sole control of the defense and settlement thereof, and (iii) that Purchaser shall, upon written request by Seller, tender its defense of any such action to Seller. Purchaser shall reasonably assist Seller in the defense of such action(s), it being understood that Seller shall not be liable to Purchaser for their internal costs or expenses associated therewith. Upon any injunction being issued against Purchaser enjoining it from selling or using the Products in the United States of America, Seller shall use its reasonable efforts to obtain, at Seller's expense, the right to sell such Products in the United States of America, or to provide, in exchange for such Products equivalent, non-infringing products; it being understood that if after applying its reasonable efforts to obtain such right or provide equivalent non-infringing products it is unable to do so, Seller shall not be liable to Purchaser or its affiliates for lost profits, lost opportunity, or for any incidental and indirect cost or expenses Purchaser might have in connection therewith. Provided that, the foregoing notwithstanding, Seller shall not be liable for any infringements of patents or other pertinent intellectual property rights if and in case, the design, blue prints or other relevant specifications had been provided by Purchaser to Seller for the manufacture of Products

("Product Design"), in which case Purchaser shall indemnify and hold Seller and its agents, officers or employees, harmless from any and all damages or causes of action, actual or alleged, in conjunction with such infringement by a Project Design or its use. **The foregoing states the entire liability of Seller with respect to infringement of patents and trademarks.**

b. Unless specifically agreed by written document signed by an authorized Officer of Seller, all Project Designs supplied by Purchaser to Seller may be freely used by Seller at its discretion and, further, any development, enhancement or improvements of Product Designs by Seller whether or not patentable, or protected by copyright shall be the property Seller and all work done by Seller to Project Designs shall solely inure to Seller's benefit.

12. Defaults.

a. Purchaser shall be in default (hereinafter "Default") under these General Terms and Conditions if Purchaser: (i) fails to make payment hereunder to Seller when due; (ii) breaches any other term, provision, or condition contained in herein; or (iii) is declared to be in default under any other agreement between Purchaser and Seller, and if in any of the foregoing cases set out in (i), (ii) or (iii), Purchaser fails to cure any said breach or default within Ten (10) business days following written notice thereof from Seller.

b. Upon the occurrence of a Default, Seller may elect to exercise any one or more of the following options:

- i Seller may hold the Products until such time as Purchaser has paid the respective purchase price and any expenses (including finance charges, returned check fees, and interest determined at a rate equal to the lower of eighteen percent (18%) per annum or the maximum rate permitted by applicable law incurred by Seller as a consequence of such default.
- ii Seller may sell the Products to a third party and require Purchaser to reimburse Seller for any losses or expenses associated therewith.
- iii Seller may require payment in cash prior to delivery of any Products hereunder.

- iv Seller may withhold any Products not delivered to Purchaser at the time of the default.
- v Seller may terminate this agreement.
- vi Seller may exercise all other rights hereunder and may seek all other remedies available to it in law or in equity.

c. Purchaser agrees that, in the event any legal action should be deemed necessary by Seller to recover any sums due hereunder or under any promissory note, trade acceptance, or invoice, or, if applicable, to recover possession of the Products, as defined hereinabove, or any proceeds from the sales thereof, there shall be added to the sums due from Purchaser to Seller the costs of collection, including reasonable attorney's fees.

13. Confidentiality and Nondisclosure. Except as required by law, Purchaser shall not disclose any of the terms or conditions of an accepted order to any third party (other than a permitted successor or assign) for any reason whatsoever. All specifications, drawings, sketches, models, samples, designs, technical information or data, written, oral, or otherwise, furnished by or on behalf of Seller shall remain the property of Seller and shall be returned (together with all copies) promptly upon Seller's request. Such information shall be treated as confidential, and shall not be used disclosed or reproduced by Purchaser, except as required in the course of performance under these General Terms and Conditions. The obligations of confidentiality contained herein shall extend for a period of 5 years beyond the expiration or termination of an accepted order; provided, however, that Purchaser's obligations of confidentiality hereunder with respect to any such information which shall rise to the level of a trade secret (as defined under applicable law) shall remain in full force and effect for so long as such information remains a trade secret under applicable law. For purposes of these General Terms and Conditions, the confidentiality obligations embodied herein do not extend to any information which, at the time of disclosure, (i) is already known or independently developed by the receiving party; (ii) is in the public domain through no wrongful act of the receiving party; or is received by the receiving party from a third party who was free to disclose such information. The parties acknowledge that the rights of Seller hereunder are in addition to those rights Seller may have under common law or applicable statutes for the protection of trade secrets.

14. Force Majeure. Under no circumstances shall Seller be liable for any delay or failure to perform hereunder when such failure or delay is, directly or indirectly, caused by, or in any manner arises from fire, floods, accidents, civil unrest, acts of God, war, terrorism, epidemics or pandemics, including COVID-19, governmental interference or embargoes, difficulties in obtaining authorizations, strikes, labor

difficulties, shortage of labor, fuel, power, materials, or supplies, breakage of machinery or apparatus, transportation delays, or any other cause or causes beyond Seller's control whether or not similar in nature to any of the foregoing. This provision also applies when such difficulties affect Seller's suppliers. Purchaser shall have no claim for damages in the case of force majeure events.

15. Waiver. No waiver by either party of any breach of any of the terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other term or condition contained herein.

16. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

17. Entire Agreement. These General Terms and Conditions supersede all prior agreements between the parties with respect to the subject matter hereof and constitute the entire agreement and understanding between the parties covering the sale and purchase of the Products. No modification hereof shall be affected by telephone or orally or by the use of purchase orders, acknowledgments, acceptances, or other forms at variance with or in addition to the terms and conditions contained herein. In the event of a conflict in terms between the preprinted terms on this form and the terms of any attachments hereto or specific terms added to an accepted order, the specific additional terms and/or the terms on the attachment shall control provided such terms were (i) added prior to acceptance by Seller and (ii) specifically referenced and agreed to by Seller in writing.

18. No Modifications. No modification, limitation, waiver, or discharge of these General Terms and Conditions or of any of the terms contained herein shall bind Seller unless in writing and signed by a duly authorized employee of Seller.

19. Arbitration. Any controversy or claim arising out of or relating to these General Terms and Conditions, the breach thereof, or the purchase, delivery, or use of the Products in general, as well as all subsequent dealings between the parties relating to the subject matter thereof, shall be submitted to and resolved by the American Arbitration Association ("AAA"), with such arbitration to be held in Atlanta, Georgia, in accordance with the AAA's Commercial Arbitration Rules then in effect. Any award or decision rendered in such arbitration shall be final and binding on both Purchaser and Seller, and judgment may be entered thereon in any court of competent jurisdiction if necessary. Except as provided to the contrary hereinabove, each party hereto shall pay any and all expenses incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator.

20. Assignability. Purchaser may not assign these General Terms and Conditions, by operation of law or otherwise (excluding merger), without the express prior written consent of Seller.

21. Prohibited Use. Purchaser expressly undertakes not to use, neither directly or indirectly, any of Seller's products or components, nor any technical information or data relating to Seller's products or services, directly or indirectly, for the purpose of or in conjunction with the development or manufacturing of weapons of any kind, whether for military purposes or dual use, or for any nuclear applications.

22. Governing Law. The rights and obligations of Seller and Purchaser shall be governed by the laws of the State of Georgia without regard to principles of conflicts of laws, and Seller and Purchaser shall have all rights and remedies accorded to them by the Uniform Commercial Code, except as such rights are modified by the terms hereof. The United Nation's convention on contracts for the international sale of goods (CISG) shall not be applicable hereunder.