

EUPEN CABLE USA, INC.'S STANDARD TERMS AND CONDITIONS OF SALE

1. Priority of Standard Terms and Conditions of Sale.

1.1 Unless otherwise agreed to in writing by Eupen Cable USA, Inc. ("Seller" or "Eupen"), these Standard Terms and Conditions of Sale ("Terms and Conditions") are part of Seller's quotation and shall govern any resulting order from the ordering entity or person ("Buyer") for goods ("Products") and services by Seller. No term or condition stated in any Buyer solicitation, purchase order or contract shall become part of an order or shall otherwise be binding on Seller unless expressly agreed to in writing by Seller.

1.2 Any quotation issued by Seller is not an offer to sell Products or provide services which are the subject of the quotation. Any quotation issued by Seller may be withdrawn by Seller at any time on notice to Buyer.

1.3 Seller's failure to object to any term or condition contained in any Buyer communication shall not be construed as consent to such terms or conditions nor be deemed a waiver of any term or condition set forth herein.

1.4 Buyer will be deemed to have agreed to these Terms and Conditions by Buyer's issuance of a purchase order or upon Seller's issuance of a written acknowledgment of Buyer's order.

1.5 Notwithstanding the foregoing, if Seller, at Buyer's request, commences performance in any way prior to Buyer's receipt of Seller's written acknowledgement, Buyer's acceptance of these Terms and Conditions will be deemed to have occurred on the date such performance commences. If for any reason Seller's quotation is deemed an acceptance of Buyer's offer, such acceptance is expressly conditioned on Buyer's assent to these Terms and Conditions, which assent will be evidenced by the earlier of Buyer's acceptance of Products or any other performance by Buyer.

1.6 All sales are made in strict accordance with these Terms and Conditions and prices and shall not be subject to the procurement regulations of the United States Government or of any state, local or foreign government unless agreed to in writing by Seller.

2. Prices and Taxes.

2.1 Prices are in U.S. dollars and subject to change without notice. Sales are priced according to prevailing price at time of order entry.

2.2 Unless specified otherwise, prices do not include freight, shipping, handling fees, occupation, sales, use, privilege, value-added tax, excise or any other tax (except for gross income tax), duty, tariff or assessment which may arise from the sale of the Products or services quoted. Such amounts shall be the responsibility of Buyer and added to the contract price in the event Seller becomes liable to pay or bear the burden thereof. A request by Buyer for exemption from any tax, duty or assessment must be accompanied by a properly executed exemption certificate prior to shipment. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon.

3. Terms of Payment.

3.1 Unless otherwise specified by the Seller, payment is due at time of order.

3.2 If credit is established, payment for orders delivered in the United States is due in U.S. dollars within thirty (30) days from the invoice date on approved credit, unless otherwise specified by Seller.

3.3 Orders delivered outside the United States shall be paid in U.S. dollars by irrevocable letter of credit, by wire transfer or by cash in advance, unless otherwise specified by Seller.

3.4 Orders accepted on other terms shall be due in strict accordance with the terms quoted.

3.5 Buyer is not entitled to a set-off amounts due or claimed due from Seller against any amounts Buyer owes to Seller.

3.6 Buyer is responsible to Seller for all reasonable attorney fees, court costs, and/or collection agency fees should Buyer default on payment.

3.7 Buyer acknowledges that Seller retains full security interest in all products until Buyer renders payment in full and upon request agrees to execute any documents necessary to perfect Seller's security interest, unless otherwise specified by Seller.

3.8 Past due payments are subject to a service charge of 1.5% per month (18% annual) on the unpaid balance until payment in full, but in no event shall the Seller charge interest higher than the maximum rate permitted by state law. Buyer subject to a \$50.00 U.S. dollar fee for all returned checks.

4. Specification Changes. Seller's product specifications are subject to change without notice to Buyer, provided such changes do not materially affect performance. Title to all materials and information provided by Seller to Buyer, including but not limited to, specifications, drawings, engineering data, and technical designs, shall remain vested in Seller, unless otherwise agreed to in writing by the parties.

5. Shipments and Risk of Loss.

5.1 Shipping dates are approximate and are based upon conditions existing upon Seller's receipt of Buyer's order. Seller will, in good faith, endeavor to ship by the estimated shipping date, but shall incur no liability for any delay or any damage arising therefrom.

5.2 Products will be packed, packaged and crated in accordance with Seller's standard commercial practices.

5.3 Seller shall ship Products by the mode and carrier designated by Buyer in accordance with the shipping instructions provided in the applicable purchase order. Where Buyer provides no instructions for the method of shipment, delivery shall be made FOB Seller's location. Costs of shipping and delivery beyond Seller's location shall be borne by Buyer.

5.4 Title and risk of loss with respect to the Products shall pass to Buyer upon completion of Seller's delivery obligations in accordance with the applicable delivery terms.

5.5 Buyer is responsible for notifying Seller within three (3) business days of the delivery date identified in the applicable purchase order if Products are not received or, if no such delivery date is identified, within the reasonable and customary amount of time from the date of shipment. Seller shall have no responsibility for lost Products or to confirm Buyer's receipt of Products.

5.6 Seller may make partial shipments and submit invoices for such partial shipments in accordance with the payment terms set forth below.

5.7 International shipments are contingent upon receipt of required United States export licenses. All international shipping terms specified herein shall be construed in accordance with the 2020 INCOTERMS published by the International Chamber of Commerce.

6. Force Majeure. Seller shall make every reasonable effort to meet Buyer's requested delivery and performance dates, but shall not be liable for delays due to causes beyond its control, including, but not limited to, acts of God, acts of the public enemy, pandemics, epidemics, war, acts of the United States, its States, Territories, or any political subdivision of the foregoing, acts of the European Union, acts of other countries, acts of the Buyer, its employees, agents, or subcontractors, fires, floods, strikes, freight embargoes, unusually severe weather conditions, inadequate transportation facilities, materials shortages or any cause whatsoever beyond the control and without the fault or negligence of Seller, its suppliers or

subcontractors, whether similar to or dissimilar from the causes herein enumerated. In the event of any such delay, Seller shall be given a reasonable extension of time within which to complete performance.

7. Buyer Shipment Delays/Billing in Place. Upon completion of Buyer's order, any delay in shipment attributable to Buyer, including, but not limited to Buyer's request to defer the delivery date, shall cause the following to occur: (a) risk of loss to the Products shall pass to Buyer; (b) the Products shall be deemed to have been delivered; and (c) Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

8. Damages in Shipment. Regardless of shipping terms, Seller will assist in situations where merchandise is verified as damaged in transit provided all such claims must be made as set forth in Section 9. If this occurs, please also take the following action: (a) Do not accept visibly damaged product until the carrier representative making the delivery has endorsed the bill of lading with a statement to the extent of the damage; (b) If damage is "concealed" and found after unpacking, retain all packing material and immediately request that the carrier arrange inspection; (c) Notify Seller (1-800-419-5100) of damages or missing items within 48 hours of receipt of Products so that Eupen can provide assistance for claim with freight carrier. Please have sales order number available when calling for assistance to expedite claim; and (d) Send copies of all bills of lading and inspection reports to Eupen Cable USA, Inc. at 5181 110th Ave. N, Unit D, Clearwater, FL 33760 with the package clearly labeled "Damages in Shipment".

9. Final Acceptance. Buyer shall notify Seller of any damage, error or shortage in Products received by Buyer, in writing, within ten (10) days after receipt of Products, or another timeframe agreed to by Seller, and such written notice must state the applicable sales order number and must be accompanied by documents or other papers that substantiate the alleged damage, error or shortage. If Buyer fails to provide Seller with such written notice, documents or papers and the applicable sales order number, all within the required time, Buyer will be deemed to have waived such damage, error or shortage and to have accepted the Products delivered.

10. Returns.

10.1 Standard catalog products may be returned for credit provided such products are returned within thirty (30) days after the original shipment date. Products must be new and in Seller's packing containers. Buyer shall be responsible for any freight cost to return the product. Product must be delivered through trackable means. The amount of credit issued for any returned product shall be determined solely by the Seller based on the re-salable condition of the product and any applicable restocking fee.

10.2 Non-standard products, including products specially manufactured in accordance with Buyer's specifications, may not be returned for credit unless otherwise agreed to in writing by Seller.

10.3 A written Return Material Authorization ("RMA") is required from Seller in order for Seller to accept returns.

11. Cancellations.

11.1 Orders for standard catalog products may be canceled up to three (3) business days prior to shipment. Any order that has been cut, fitted or packaged prior to Seller's receipt of cancellation notice may be cancelled only if approved in writing by Seller, such approval solely within Seller's discretion.

11.2 Orders for non-standard products or specially manufactured products are noncancellable and nonreturnable.

12. Change Orders. Buyer change orders must be in writing and no change shall be made unless agreed to in writing and signed by duly authorized representatives of Seller and Buyer. If any such

change causes an increase or decrease in the cost or the time required for the performance of any part of the work, an equitable adjustment shall be made in the contract price and schedule. Seller shall have no obligation to commence any extra or changed work without written agreement as to adjustments to contract price and delivery schedules affected thereby.

13. Termination. In the event Buyer fails to render payment on any invoice, Buyer's account is in arrears, Seller believes in good faith that Buyer's ability to make payment may be impaired, or Buyer becomes insolvent, enters into bankruptcy or has a receiver appointed to protect its assets, Seller shall have the right without prejudice to any other remedy, to immediately cease manufacture of all Buyer orders and to stop all shipments to Buyer, including stoppage in transit. Buyer shall remain liable to pay for any Products already shipped and all Products ordered by Buyer.

14. *LIMITED WARRANTY. THE STATED WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY EXPRESSLY DISCLAIMS AND REJECTS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THE WARRANTIES SET FORTH HEREIN.*

14.1 Seller warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, provided that no warranty is made with respect to (a) any Product which has, in Seller's judgment, been subject to negligence, misuse, abuse, accident or improper storage, (b) any Product which has not, in Seller's judgment, been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of Seller or (c) any Products which have been used for any other purposes other than that for which the Products were designed regardless of whether or not the Buyer advised the Seller of its intent to use those Products for those other purposes. Repairs to, alteration of, or work done on the Products without Seller's prior written authorization shall void Seller's warranty on the Products

14.2 At its option, Seller shall repair, provide replacement Products for, or refund the purchase price of any defective Products pursuant to the foregoing and as set forth in more detail in the specific warranties for the Product, which are incorporated into these Terms and Conditions and available at www.eupen.us and by requesting a hard copy from Seller by calling 1-800-419-5100 or emailing customerservice@eupen.us.

14.3 Upon discovery of an alleged defect, Buyer shall notify Seller in writing within ten (10) days of such discovery of any claim whatsoever that Buyer may have with respect to the Products, and failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims with respect to the Products. Upon receipt of notice from Buyer claiming defective Products, Seller may inspect such Products at Buyer's location or require that they be returned to Seller on a freight collect basis for inspection. All warranty claims must be supported by a dated proof of purchase and appropriate Product identification information, where applicable. Product can be returned to Seller only when it has issued proper RMA. Seller retains the right to be the sole judge of what constitutes a defect in the Products, including, design, performance or manufacturing in regard to this warranty.

14.4 This warranty excludes labor costs associated with the replacement of defective Product.

15. Notice of Accident or Malfunction. If Buyer learns of, or receives notice of, any accident or malfunction involving the Product that results in personal injury or damage to property, Buyer must provide written notice of such accident or malfunction to Seller within ten (10) days of the date it learns of, or receives notice of, such accident or malfunction, and must cooperate fully with Seller in investigating and determining the cause(s) of such accident or malfunction. If Buyer fails to give such written notice within the specified time period and/or fails to so cooperate with Seller, Buyer shall be barred from any remedies against Seller (including, but not limited to, any claims for indemnity or

contribution from Seller and any claims for breach of warranty by Seller) arising from or relating in any way to such accident or malfunction.

16. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY WHOMEVER INCURRED, INCLUDING BUT NOT LIMITED TO BUYER, OF WHATEVER NATURE, INCLUDING DAMAGES FOR LOST PROFITS, DATA, TIME, GOOD WILL, REPUTATION, BUSINESS VALUE, INSTALLATION AND / OR REMOVAL OF PRODUCTS, REVENUES OR THE LIKE, EVEN IF SELLER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITIONS OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CLAIMS OR DAMAGES. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

NOTWITHSTANDING THE PROVISIONS OF ANY APPLICABLE LIMITATIONS ACT OR OTHER STATUTE, IN NO EVENT SHALL BUYER COMMENCE ANY ACTION AGAINST SELLER LATER THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

17. Indemnity. If Buyer fails to use, handle or install the Products in accordance with Seller's catalogs, specifications, instructions and recommended installation procedures, or otherwise fails to comply with industry handling and installation best practices, or fails to take necessary steps to ensure that Buyer's customer(s) use, handling and installation of the Products is in accordance with Seller's catalogs, specifications, instructions and recommended installation procedures, as well as industry use, handling, installation best practices, then Buyer agrees to defend, indemnify and hold Seller and its affiliates harmless from and against any and all claims and demands, and related liabilities, damages and expenses (including reasonable attorneys' fees), for or in connection with any property damage or any injury to or illness or death of any person costs arising out of, relating to or resulting in any way from such use, handling or installation.

18. Confidential Information. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, and/or its employees and the quotation and its terms, including the pricing terms under which Buyer has agreed to purchase the Products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Terms and Conditions or any other obligation of confidentiality or (b) is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Buyer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable

thereto, including notifying Seller and providing Seller an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

19. Compliance. Buyer represents and warrants that it will comply in all respects with all laws, rules, regulations, ordinances, proclamations, demands, directives, or other legal requirements that now govern or may hereafter govern the Products. Without limitation, this includes compliance with applicable export and environmental laws. Buyer agrees upon request to furnish Seller with a certificate of compliance relating to any such laws and regulations in such form as Seller may require. Buyer agrees to indemnify and hold Buyer harmless from any liability arising from any failure of Buyer to comply with such laws and regulations.

20. Disputes. Any dispute between the parties relating to the contract between the Buyer and Seller that cannot be resolved with reasonable promptness shall be referred to each party's senior manager in attempt to obtain prompt resolution through good faith negotiation. Neither party shall commence any action against the other until the expiration of fifteen (15) business days from the date of such referral to senior managers, provided however, this shall not preclude a party from instituting an action for injunctive relief to prevent irreparable damage to such party.

21. Governing Law.

21.1 An order is valid only when accepted in writing at Seller's main office, 5181 110th Ave. N, Unit D, Clearwater, FL 33760. The resulting contract is deemed as entered into in the State of Florida and its interpretation, construction, and the remedies for its enforcement shall be governed in accordance with Florida law without reference to the choice of law principles thereof.

21.2 Seller and Buyer (a) consent to the personal jurisdiction of the state and federal courts in Pinellas County, Florida, (b) stipulate that the proper, exclusive, and convenient venue for all legal proceedings arising out of this agreement is Pinellas County, Florida, and (c) waive any defense, whether asserted by motion or pleading, that Pinellas County, Florida or the United States District Court, Middle District of Florida, Tampa Division, is an improper or inconvenient venue.

22. Assignment.

22.1 Seller reserves the right to assign, delegate or subcontract any order in whole or in part, to its subsidiaries or affiliates without the prior consent of Buyer. Seller's subsidiaries and affiliates shall fully comply with Seller's performance obligations and shall be entitled to assert its rights against the Buyer.

22.2 Buyer may not assign any rights or obligations in connection with the transactions contemplated herein without the prior written consent of Seller, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.

23. Entire Agreement. These Terms and Conditions and incorporated warranties contain the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, representations and agreements, whether written or oral, between the parties with respect to the subject matter hereof. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party. No other agreement, statement or promise modifies these terms and conditions unless it is in writing and signed by both parties. Any waiver or default of one or more of these terms and conditions is not a waiver of the remaining terms and conditions or of any future defaults. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of its rights.

24. Enforceability. If any provision or provisions of these Terms and Conditions, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25. Survival. All provisions of these conditions of sale which by their nature should apply beyond completion of Buyer's order will remain in force after the expiration or any termination of these conditions of sale.

26. Third Party Beneficiaries. Except as expressly provided to the contrary in these conditions of sale, the provisions of these conditions of sale are for the benefit of the parties hereto and not for the benefit of any third party.

27. Independent Contractor. The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these conditions of sale. Neither party has the right to bind or obligate the other.

28. Headings. Headings and captions are for the convenience of reference only and do not alter the meaning or interpretation of these conditions of sale.

29. Acknowledgement. Buyer acknowledges that it has read these Terms and Conditions and has had the opportunity to clarify these Terms and Conditions with Seller, and is satisfied that the Terms and Conditions reflect the intent of the parties. Accordingly, Buyer agrees and acknowledges that any ambiguity, inconsistency or conflict that remains between Buyer and Seller shall not be construed for or against either party.

A hard copy of these Standard Terms and Conditions of Sale is available upon request by calling Seller at 1-800-419-5100 or by emailing customerservice@eupen.us.

These Standard Terms and Conditions of Sale, whether in electronic or other format, are incorporated into any agreement between Seller and Buyer for the sale of Seller's Products.