

## GENERAL TERMS AND CONDITIONS OF SALE

1. **Terms Acceptance.** These General Terms and Conditions of Sale ("Terms") apply to the sale, licensing, and/or delivery of VeTech International LLC's Products to Customer, except if and to the extent those are deviated from by a Purchase Agreement. A "Purchase Agreement" shall mean any quote, proposal or order confirmation issued by VeTech International LLC that references these terms, or any other agreement for the sale, licensing or delivery of Products by VeTech International LLC to Customer. "VeTech International LLC" shall mean either Vemax Maquinas or VeTech LLC, or any entity controlled by the same that enters into a Purchase Agreement with Customer. "Products" shall mean any hardware, software (licensed or hosted), and any other goods and Services provided to Customer by VeTech International LLC pursuant to a Purchase Agreement. "Services" shall mean training, installation, repair, maintenance, support and any other services provided to Customer by VeTech International LLC pursuant to a Purchase Agreement. Unless otherwise expressly agreed in a Purchase Agreement, no other terms and conditions apply, including any terms and conditions that appear on Customer's order documents. Customer's acceptance of Delivery of Products will constitute its acceptance of these Terms.

### 2. **Delivery.**

(a) Delivery will, as per the Purchase Agreement, be as follows:

- Free Carrier (FCA) Seller's Facility Valinhos Brazil for orders excluding transportation. Title and risk will transfer to Customer upon FCA shipment to carrier at Seller's facility, subject to the provisions of Section 6.(c) below.

(b) VeTech International LLC will endeavor to deliver the Products in accordance with the delivery dates provided by VeTech International LLC ("Delivery Date") subject to paragraph 12(f) and will notify Customer without undue delay if it believes a Delivery Date cannot be met for reasons attributable to VeTech International LLC. If VeTech International LLC fails to meet a Delivery Date, Customer may request VeTech International LLC to set a new delivery date, which the parties shall agree upon in good faith, or which in the absence of such agreement shall be set by Customer at least 15 days from the date of Customer's written demand (the "New Delivery Date"). If VeTech International LLC fails to meet such New Delivery Date for reasons attributable to VeTech International LLC, the Customer may negotiate for additional services to deliver the product.

(c) Customer is responsible for complying with all applicable export and re-export restrictions and regulations.

(d) VeTech International LLC reserves the right to change or modify the design or construction of the Products prior to Delivery, provided that such change or modification does not materially affect the form or function of the Products.

3. **Software.** All software Products, including without limitation software incorporated in VeTech International LLC's hardware, and updates and upgrades to software, are licensed to Customer and subject to VeTech International LLC's End User License Agreement attached hereto or otherwise available at [www.VeTech International LLCcompany.com/termsandconditions](http://www.VeTech International LLCcompany.com/termsandconditions) ("EULA"). In case of any conflict, the EULA Agreement will control over the terms herein, as the case may be.

### 4. **Installation; Training; Instruction Manuals.**

(a) VeTech International LLC will provide installation, implementation and training Services only as provided in a Purchase Agreement.

(b) To the extent a Purchase Agreement includes the provisioning of maintenance and support services, the same shall be provided by VeTech International LLC in accordance with and subject to VeTech International LLC's maintenance (Care Plan) terms and conditions attached hereto or otherwise available at [www.VeTech International LLCcompany.com/termsandconditions](http://www.VeTech International LLCcompany.com/termsandconditions) and any additional terms set forth in the Purchase Agreement. Customer may, without losing its entitlement to maintenance and support services, move hardware Products covered by maintenance services if those are moved within the same country, VeTech International LLC is provided (60) days prior written notice, and VeTech International LLC is permitted to supervise the dismantling, packing and reinstallation of the Products at VeTech International LLC's then current rates. If a Product is no longer in good working order as a result of such activities, VeTech International LLC may terminate the maintenance and support service relationship as it pertains to the affected Products or, if requested by Customer, make any necessary repairs at VeTech International LLC's then applicable time and materials rates.

(c) Subject to availability and VeTech International LLC's right to refuse to provide the same on a case-by-case basis, VeTech International LLC shall provide parts and repair services not covered by warranty or maintenance obligations upon request, at the

then applicable time and materials rates. Replacement parts and products may be new or refurbished but will always be equivalent to new in performance and functionality. Parts and products replaced will become VeTech International LLC's property and are required to be returned to VeTech International LLC DDP (Incoterms 2020) VeTech International LLC's designated facilities within fifteen (15) days from being replaced, in the state and condition such parts and products were in at the time of replacement. Title and risk in and to the same will transfer to VeTech International LLC at the time of delivery to VeTech International LLC. VeTech International LLC reserves the right, in case Customer fails to return replaced parts or products within the timeframe set forth herein, to invoice Customer for such parts and products.

- (d) VeTech International LLC will provide instruction manuals and other Product documentation ("Documentation") as provided in a Purchase Agreement, and as necessary for Customer's safe and proper use of the Products. Customer will comply, and ensure all of its users comply, with all instructions and restrictions set forth in the Documentation.

#### **5. Product Acceptance: Testing.**

- (a) Customer shall inspect the Products upon Delivery for visible defects and will accept the Products if those materially conform to their Specifications.

(b) In case installation by VeTech International LLC is not included in the Purchase Agreement, Products will be considered accepted upon the earliest of: (i) Customer's acknowledgement of acceptance; (ii) 5 business days after Delivery of the Products to Customer unless Customer, within such timeframe and acting reasonably, provides VeTech International LLC with a written notice of rejection including a detailed description of the defects found ("Notice of Rejection"); or (iii) Customer's commercial use of the Products.

(c) In case installation by VeTech International LLC is included in the Purchase Agreement, VeTech International LLC will test the Products promptly after installation to verify they are free of defects and materially conform to all applicable technical specifications published by VeTech International LLC or agreed to in writing by VeTech International LLC ("Specifications") ("Testing"). Upon successful completion of Testing, VeTech International LLC will submit an acknowledgement form indicating successful completion of testing, requesting acceptance of the Products ("COI", "Completion of Installation Form" or any similar document, jointly referred to as the "Acceptance Form")) and the Products will be considered accepted upon the earliest of: (i) Customer's acknowledgement of acceptance; (ii) 5 business days from delivery of the Acceptance Form unless Customer, within such timeframe and acting reasonably, provides VeTech International LLC with a Notice of Rejection; or (iii) Customer's commercial use of the Products.

(d) Products may only be rejected for material non-conformance to their Specifications. Minor deviations will not prevent acceptance. In case of Customer providing VeTech International LLC with a Notice of Rejection, VeTech International LLC will, at no cost to Customer, promptly address any material non-conformance and the foregoing acceptance procedure will be repeated until successful completion, provided that if the affected Products fail to materially conform to their Specifications after three (3) rounds of Testing for reasons attributable to VeTech International LLC, Customer may either (i) accept the affected Products "AS IS" at a modified purchase price agreed upon at such time, or (ii) return the affected Products to VeTech International LLC for a refund of the purchase price paid.

#### **6. Price, invoicing and Payment.**

(a) The purchase price is quoted on either an FCA or CPT basis depending on the delivery mode as set forth in Section 2. Except for CPT shipments (which including shipping), the purchase price excludes shipping, taxes, duties and any special delivery requirements, as per the applicable INCOTERMS. Customer is responsible for all taxes, except taxes based on VeTech International LLC's income. Any costs for certificates of origin, legalizations, consular invoices and the like will be charged to Customer. If Customer, pursuant to a tax or similar regulation, is required to withhold or deduct any portion of any payment due to VeTech International LLC under a Purchase Agreement, and provided that Customer promptly delivers to VeTech International LLC an official receipt for any such taxes withheld or other documents necessary to enable VeTech International LLC to claim a foreign tax credit, Customer may deduct such taxes from the amount owed to VeTech International LLC in order to remit the same to the appropriate tax authority. Customer will use commercially reasonable efforts to minimize such payments to the extent permitted by the applicable tax treaty, and Customer shall indemnify VeTech International LLC against any losses or costs incurred by VeTech International LLC due to any failure by Customer to make such withholdings or deductions where required.

(b) VeTech International LLC reserves the right to use electronic invoicing methods, and Customer consents to the same. In case of electronic invoicing Customer shall be responsible to provide VeTech International LLC with a correct e-mail address to which the electronic invoices should be sent. The electronic invoice shall be deemed to be received on the same day as the sent date.

(c) In the event that a Purchase Agreement provides for deferred payments, then until VeTech International LLC receives all payments due, title to all tangible Products under the Purchase Agreement shall remain with VeTech International LLC. Customer is responsible to sign and execute all necessary documents and/or instrument to perfect VeTech International LLC's claim of title in accordance with the above. Upon full payment, VeTech International LLC will cooperate with Customer on necessary actions related

to transfer of title to Customer. VeTech International LLC further reserves the right to establish a security interest in all Products delivered to Customer, as a security for the payment of all fees that become due under the corresponding Purchase Agreement.

(d) Unless otherwise agreed in the Purchase Agreement, Customer will pay all invoices net 15 days from invoice date. Payments will be in the same currency as indicated in the invoice. Any taxes will be indicated on the invoice. VeTech International LLC reserves the right, in case Customer is delinquent on any payment due under a Purchase Agreement, by means of a written notice to Customer (i) to declare any unpaid sums under the corresponding Purchasing Agreement immediately due and payable and/or (ii) to charge Customer a late-payment interest and collection fees at rates defined by applicable law, or in the absence thereof at a rate of 1.5 pct. per month.

(e) Unless otherwise agreed in the Purchase Agreement, If the purchase price is \$50,000 USD (or equivalent in another currency based on then current exchange rates) or greater, VeTech International LLC will invoice Customer 60% upon acceptance of the order, 30% upon Shipment, and 10% upon installation. For all other amounts, VeTech International LLC will invoice Customer 100% upon Shipment.

(f) Customer must notify VeTech International LLC of any disputes to an invoice within 15 days of the invoice date. Payments are not subject to setoff or recoupment for any present or future claim Customer may have.

(g) Without prejudice to any other remedy available (including but not limited to remedies, suspension and termination rights set forth herein, in the EULA, if a party is in material breach of any Purchase Agreement and fails to cure the same within 10 days of written demand, or becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, has a receiver appointed for its assets, is dissolved or liquidated, the other party may immediately (i) terminate all affected Purchase Agreements or (ii) temporarily suspend the performance of the affected Purchase Agreements, until the defaulting party has remedied any such breach.

(h) In case a Purchase Agreement includes the trade-in of existing hardware products, Customer will deliver such products to VeTech International LLC DDP VeTech International LLC's designated factory (INCOTERMS 2020), in the state and condition such products were in at the time of the signature of the Purchase Agreement. Title in and to such products shall transfer to VeTech International LLC at the time of signature of the corresponding Purchase Agreement. Risk of loss shall transfer to VeTech International LLC at the time of delivery to VeTech International LLC.

7. **Intellectual Property.** Each party retains all right, title, and interest in its respective trade secrets, inventions, copyrights and other intellectual property. Customer does not acquire any ownership interest in any intellectual property incorporated into or related to the Products, including, without limitation, any VeTech International LLC software licensed or to which Customer is provided access.. Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any Products or other materials provided by VeTech International LLC. Customer will not modify or remove any indications on the Products or packaging, such as trademarks, trade names and copyrights.

8. **Patent Indemnity** Except as to products manufactured to designs or specifications other than VeTech International LLC Products, VeTech International LLC agrees to indemnify and hold Customer harmless from liability for costs and damages awarded against Customer in any civil action for infringement or any patent which allegedly covers Vermax's Products or any part thereof in the form in which it is furnished hereunder and which is granted in the country in which VeTech International LLC is to manufacture or supply Products sold herein, provided the Customer has given VeTech International LLC notice of any suit or infringement brought against Customer within ten (10) days of the date of service of complaint upon Customer and has permitted VeTech International LLC to control the defense of such suit. However, in no event shall VeTech International LLC be liable for any infringement by Customer resulting from the use or sale of Products, where such Products are suitable for substantial non-infringing use. In case the use or sale of said Products, or any part thereof, is or may be enjoined, VeTech International LLC may at its own expense and at its option with the approval of Customer (which shall not be unreasonably withheld), either (a) procure for Customer and its assigns and customers the right to continue to sell or use the Products, or part: or (b) modify said Products, or part, so that they become non-infringing; or (c) accept return of said Products and refund the purchase price and the transportation and installation costs, if any, thereof. The foregoing shall constitute the sole liabilities of VeTech International LLC for patent infringement. Customer shall indemnify and hold VeTech International LLC harmless from liability for costs or damages awarded against VeTech International LLC in any civil action for infringement of any patent granted in the country in which VeTech International LLC is to manufacture or supply Products sold herein allegedly covering the Products or its manufacture to design or specifications of VeTech International LLC.

9. **Personal Data.** VeTech International LLC's Privacy Policy ("Privacy Policy") is located on VeTech International LLC's website at [www.VeTechInternationalLLCcompany.com](http://www.VeTechInternationalLLCcompany.com). VeTech International LLC's Privacy Policy may be amended from time to time in VeTech International LLC's sole discretion and without prior notice and is hereby incorporated by reference into these Terms. Customer acknowledges that it has read and understood the Privacy Policy. VeTech International LLC takes all reasonable steps to comply with all applicable privacy, cybersecurity and data protection laws, including but not limited to the General Data Protection Regulation ("GDPR"). If VeTech International LLC, in performing its obligations under a Purchase Agreement, collects

or otherwise processes any personal data, as defined by the applicable data privacy law, it shall comply with the applicable data protection laws and regulations. As a data Controller (as defined by the GDPR), VeTech International LLC shall only process personal data in accordance with its privacy policy and/or the specific terms agreed upon as part of a Purchase Agreement or a separate agreement entered into with Customer. When acting as a data Processor (as defined by the GDPR), VeTech International LLC shall only process personal data provided to VeTech International LLC by Customer in accordance with Customer's instructions, including the terms agreed upon as part of a Purchase Agreement or a separate agreement entered into with Customer. While VeTech International LLC does not intend to transfer personal data to a third country or internal organization, from time to time it may become necessary for VeTech International LLC to do so. All transfers of personal data will be done in accordance with the Privacy Policy and/or the specific terms agreed upon as part of a Purchase Agreement or a separate agreement entered into with Customer. Data Subjects (as defined by the GDPR) can exercise their rights to request access to and rectification of personal data by contacting VeTech International LLC, or by sending a letter to the following address: VeTech International LLC, 1205 Johnson Ferry Road, Suite 136- 462, Marietta, GA 30068

10. **Warranty.** VeTech International LLC warrants hardware Products in accordance with its standard warranty policy attached hereto or available at [www.VeTechInternationalLLCcompany.com/termsandconditions](http://www.VeTechInternationalLLCcompany.com/termsandconditions). VeTech International LLC warrants software Products in accordance with the terms of its EULA, attached hereto or available at [www.VeTechInternationalLLCcompany.com/termsandconditions](http://www.VeTechInternationalLLCcompany.com/termsandconditions). THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. **Limitation of Liability.**

IN NO EVENT WILL VETECH INTERNATIONAL LLC, REGARDLESS OF LEGAL THEORY, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, OR ANY OTHER ECONOMICAL ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH A PURCHASE AGREEMENT OR ANY PRODUCTS OR MATERIALS DELIVERED BY VETECH INTERNATIONAL LLC. IN NO EVENT WILL VeTech International LLC's LIABILITY, REGARDLESS OF LEGAL THEORY, EXCEED, FOR ALL CLAIMS IN AGGREGATE, AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CUSTOMER IN RELATION TO THE PRODUCTS OR MATERIALS GIVING RISE TO THE CLAIM;

The previous shall apply to the maximum extent permitted by applicable law, and shall not operate to exclude or limit VeTech International LLC's or its employees or agent's liability for fraud or fraudulent misrepresentation, willful intent or gross negligence.

12. **Confidential Information.** Customer acknowledges that, as part of the commercial transaction with VeTech International LLC, it may be exposed to certain information that is not generally known to the public which would be considered confidential or proprietary by VeTech International LLC ("Confidential Information"). Confidential Information includes, without limitation, any Purchase Agreement, VeTech International LLC's pricing, and all competitively sensitive or secret business, marketing, and technical information disclosed by VeTech International LLC to Customer. Customer agrees that, in the event it is exposed to such Confidential Information, it: (i) will protect Confidential Information from unauthorized disclosure using commercially reasonable care, (ii) will not disclose Confidential Information to any third party, and (iii) will not use Confidential Information (other than as authorized by these Terms) without the prior written consent of VeTech International LLC. Within five (5) business days after a request by VeTech International LLC, or upon termination of the Purchase Agreement, all materials or media containing any Confidential Information will either be returned to VeTech International LLC or destroyed. Confidential Information does not include information which: (i) was already known to Customer prior to the time that it is disclosed by VeTech International LLC, as evidenced in writing and without a duty of confidentiality; (ii) is or has entered the public domain through no breach of these Terms or other wrongful act of Customer; (iii) has been rightfully received from a third party without breach of any duty of confidentiality; (iv) has been approved for release by written authorization of VeTech International LLC; or (v) is required to be disclosed pursuant to the order of a court or governmental agency, provided that VeTech International LLC has, if permitted by law, been given reasonable notice of the order and the opportunity to contest disclosure. The obligations set forth herein shall apply for a period of five (5) years from the date of disclosure of the Confidential Information concerned. Any specific non-disclosure agreement entered into between the parties pertaining to the subject matter of the Purchase Agreement shall control over this Section 11.

13. **Miscellaneous.**

- (a) The parties acknowledge and agree that VeTech International LLC's ability to provide the Products is subject to Customer meeting all of its obligations in the Purchase Agreements, providing timely and sufficient access to the installation site, providing an installation site that conforms to the site requirements set forth in the Purchase Agreement or otherwise communicated by VeTech International LLC to Customer, and providing the necessary resources typically expected of a Customer, including without limitation, adequate facilities, light, heat, ventilation, electrical currents/outlets, water, internet connectivity, and any other assistance agreed upon as part of a Purchase Order or reasonably requested by VeTech International LLC.

- (b) In case of any conflict between these Terms and the terms set forth in any Purchase Agreement, the latter will control. Any modifications to a Purchase Agreement must be in writing and signed by both parties.
- (c) Customer may not assign or otherwise transfer any of its rights, interests or obligations under a Purchase Agreement without VeTech International LLC's prior written consent. Any assignment contrary to this subsection will be null and void. VeTech International LLC may assign any of its rights and obligations under any Purchase Agreement with Customer to any existing or future affiliate and/or to any third party involved in a merger or acquisition or the sale of assets, provided that (i) the corresponding affiliate or third party agrees to be bound by the provisions herein, and (ii) provided further that within a reasonable time following such assignment, Customer is provided with notice of the same; VeTech International LLC may subcontract the performance of any of its obligations under a Purchase Agreement to any existing or future affiliate and/or to any third party subcontractor, provided that VeTech International LLC remains responsible for the performance by the subcontractor of such obligations in accordance with the terms of the Purchase Agreement.
- (d) The failure of either party to strictly enforce any of the terms or conditions in any Purchase Agreement will not be considered a waiver of any right therein. If any term is declared invalid or unenforceable to any extent, the remainder of the terms or conditions will not be affected thereby, and the ineffective, invalid, or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the commercial intention of the provision in question.
- (e) The termination or expiration of any Purchase Agreement will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such termination or expiration.
- (f) Neither party will be responsible for, nor be in default under a Purchase Agreement due to any delays or failure of performance (except payment obligations) resulting from acts or causes beyond its reasonable control, including without limitation acts of God, acts of war, third-party labor strikes, power failures, floods, earthquakes, other natural disasters, or other similar events ("Force Majeure Event"). In the event that either party is unable to perform any of its obligations under a Purchase Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance.
- (g) All disputes arising from or related to a Purchase Agreement will be governed exclusively by and construed in accordance with the laws of the country and state, or other applicable geographic designation, where VeTech International LLC is located, without reference to its conflicts of law principles. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts of the country and state or other applicable geographic designation where VeTech International LLC is located to hear and decide upon any dispute arising out of a Purchase Agreement or in relation to Products delivered by VeTech International LLC. Notwithstanding the previous, VeTech International LLC may choose to bring an action before the courts of the location where Customer is located if the action concerns the collection of a pecuniary debt or protection or enforcement of VeTech International LLC's intellectual property rights. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from applying to any Purchase Agreement.
- (h) All Purchase Agreements between the parties (including these Terms) are entered into by the Parties knowingly and in full knowledge of the facts. The parties explicitly agree that the terms agreed as part of the Purchase Agreements entered into, reflect a balanced legal relationship between them within the scope of the general economic purpose, the common commercial practice and the specific Products to which these contracts relate