



#### Planson International

T: +1.207.926.3100  
info@plansonintl.com

363 Penny Road  
New Gloucester, ME 04260

plansonintl.com

#### Planson Europe

T: +45.63.55.00.28 f: +45.63.55.00.27  
info@planson.eu

Bygmestervej 20  
Ringe DK-5750 Denmark

## PLANSON INTERNATIONAL CORPORATION (“Seller”) STANDARD TERMS AND CONDITIONS

The following terms and conditions are an agreement between Seller and Buyer. Agreement by Buyer to buy goods or services from Seller constitutes assent to these terms and conditions.

- PAYMENT:** Unless otherwise agreed, payment is due in U.S. Dollars within 30 days of the date of invoice. Credit card payments may be accepted when prior approval was granted as part of quotation process. Buyer must report any dispute with an invoice within 10 business days of the date of the invoice. Buyer must pay any undisputed portion within the time set forth above. A finance charge of 1.5% (or the maximum amount permitted by law) will be charged on any past due amounts and billed monthly. Buyer shall reimburse Seller for all costs and expenses incurred in the collection of amounts past due, including attorneys' fees. Seller may require payment in advance if it believes the financial condition of Buyer does not justify shipment, or subsequent deliveries, on the payment terms originally specified. If the Buyer becomes bankrupt or insolvent, or a proceeding is brought by or against Buyer under such laws, Seller may cancel any outstanding order, and Buyer shall reimburse Seller for its cancellation charges. Seller reserves the right to ship and to make collection by sight draft. If this order is accepted under a U.S. government contract it may be terminated only for the convenience of the U.S. Government in accordance with applicable federal procurement laws and regulations which shall govern the rights and obligations of the parties in any such termination.
- DELIVERY:** Seller exerts its best effort to meet the estimated time of arrival but shall not be held responsible for delays caused by external circumstances or force majeure, including but not limited to strikes, lock-out, war, unrest, fire, floods, accidents, riots, acts of God, war, governmental interference, embargoes, import or export bans, transportation delays, shortage of labor or materials, delays by Seller's suppliers or contractors, acts by third parties, acts by Buyer, or any other causes beyond the reasonable control of the Seller.
- RISK OF LOSS; TITLE.** The risk of loss passes to Buyer in accordance with the INCOTERMS 2020 specified in the contract or purchase order. Where the risk of loss has passed to Buyer, Buyer must obtain redress for freight losses, shortages or damages from the carrier or its insurer. Seller is not responsible for any such losses. Notwithstanding any provision of INCOTERMS 2020 or contained herein, equitable title and accession to the goods shall, where permitted by law, remain with Seller until Buyer is paid in full. This shall be the case even if legal title to the goods shall be deemed by law to have pass to Buyer at the time of delivery and prior to performance of all of Buyer's obligations. Buyer shall grant, and by acceptance of the goods is deemed to have granted, to Seller a first security interest in all goods to secure payment of amounts owed by Buyer. Buyer agrees to execute a financing statement at Seller's request. Seller may reclaim any goods delivered or in transit if Buyer fails to make payment when due.
- EXPORT COMPLIANCE.** Buyer acknowledges that hardware, software and technology purchased from Seller may be subject to the export laws and regulations of the United States and the countries where the Products are manufactured, purchased, and used;

Buyer will not transfer, export, or re-export, directly or indirectly, any Products acquired from Seller to **Cuba, Iran, North Korea, Syria, Crimea or Russian-occupied Ukraine region**, or to any other country subject to restriction under

applicable laws and regulations, except in accordance with any license or other authorization granted by the U.S. government (and other foreign governments as applicable), and Buyer is not under the control of any such country;

Buyer will not use the Products in any activity related to the development, production, use, or maintenance of Weapons of Mass Destruction (including without limitation, uses related to the production or development of nuclear, missile, and/or chemical/biological weapons) unless Seller has obtained an export license authorizing such end use from the U.S. government (and other foreign governments as applicable). Buyer will not transfer, export, or re-export the Products to any party engaged in any such activity unless Buyer has obtained any required export licenses;

Buyer will not transfer, export, or re-export, directly or indirectly to any person or entity listed by the U.S. Government (or by other foreign governments as applicable) as prohibited from receiving Products; and Buyer is not on, or under control of any individual or entity on, any such list;

Delivery time may be delayed due to export regulations. Seller shall not be liable for any delays arising from export licensing requirements.

5. **LIMITATION OF WARRANTY AND LIABILITY.** Seller warrants the goods sold hereunder, under normal use and service, shall be free from defects in workmanship and material and shall substantially conform to the written specifications applicable to such goods for the length of time from the date of shipment to Buyer stated in the Contract or Purchase Order. Buyer acknowledges that Seller is not the manufacturer of the goods. This warranty period is inclusive of any manufacturer's warranty. Seller does not warrant uninterrupted or error-free operations of a product or service. Seller does not warrant uninterrupted provision of goods by manufacturers or of services by telecommunications or other providers. Seller is not liable, either in contract or in tort, for the unauthorized access to, or alteration, theft or destruction of data files, programs, procedures and/or information of the Buyer or other authorized user by any person through accident or by any other means or devices. The foregoing warranty is IN LIEU OF all other warranties and is subject to the LIMITATIONS stated herein.

**NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE.** TO THE EXTENT PERMITTED BY LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF SELLER'S LIABILITY FOR ANY AND ALL LOSSES, INJURIES, OR DAMAGES CONCERNING THE GOODS (INCLUDING CLAIMS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) SHALL BE THE RETURN OF GOODS TO SELLER AND THE REFUND OF THE PURCHASE PRICE, OR, AT THE OPTION OF SELLER, THE REPAIR OR REPLACEMENT OF THE GOODS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. SELLER SHALL NOT BE RESPONSIBLE FOR INSTALLATION, DISMANTLING OR REINSTALLATION COSTS OR CHARGES. No action, regardless of form, may be brought against Seller more than 12 months after a cause of action has accrued. Buyer and all users are deemed to have accepted this LIMITATION OF WARRANTY AND LIABILITY, which contains the complete and exclusive limited warranty of Seller. This LIMITATION OF WARRANTY AND LIABILITY may not be amended, modified or its terms waived, except in writing signed by an Officer of Seller.

**UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR:** (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST BUYER BY ANY THIRD PARTY OTHER THAN AS SPECIFICALLY PROVIDED UNDER GENERAL INDEMNIFICATION AND IP INDEMNIFICATION; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH BUYER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. OTHER THAN CLAIMS ARISING SOLELY FROM GROSS NEGLIGENCE, WILLFULL MISCONDUCT OR FRAUD.

## 6. Cloud Services

Buyer acknowledges that when purchasing Cloud Services, which are inclusive of Software as a Service (SaaS), it is receiving these directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions or such other terms as agreed upon by Buyer and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, Buyer shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the Buyer and Buyer will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services.

### Cloud Services Warranties

Buyer acknowledges that Seller is not the provider of the Cloud Services purchased by Buyer hereunder and the only warranties offered are those of the Cloud Service Provider, not Seller. In purchasing the Cloud Services, Buyer relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only and not on any statements, specifications, service descriptions or other specifications representing the Cloud Services that may be provided by Seller. Buyer expressly waives any claim that it may have against Seller based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights with respect to the Cloud Services and waives any right to indemnification from Seller against any such claim made against Buyer by a third party.

Seller makes no warranties to Buyer and Buyer hereby acknowledges that Seller makes no warranties regarding the applicability of all Laws affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Cloud Services which are in force within Buyer's territory or any part of it (Local Regulations). Buyer must satisfy itself that the Cloud Services comply with the Local Regulations in force from time to time.

Buyer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Buyer shall indemnify, defend and hold Seller, its directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Cloud Services. Buyer further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the Cloud Services, in high risk environments.

SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE CLOUD SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE CLOUD SERVICES. FURTHERMORE, SELLER DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET BUYER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. BUYER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

Buyer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Buyer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Cloud Services. SELLER IS HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND BUYER ASSUMES ALL RISK OF LOSS,

DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

7. **INSPECTION AND ACCEPTANCE.** Buyer shall inspect goods delivered or repairs performed within 10 business days from the date of receipt of the goods or completion of the repairs. Within that time Buyer shall send Seller a written notice specifying any respects in which the goods or repairs are nonconforming. Failure to send a written notice shall constitute a waiver of Buyer's claims for any nonconformity that an inspection, whether or not in fact carried out, should have discovered. Buyer is deemed to have accepted delivered goods on terms set forth herein, unless within 10 business days of receipt of the goods Buyer sends a written notice of rejection that provides detailed grounds for rejection. No order may be canceled or altered by Buyer except on terms and conditions accepted in writing by the Seller. A cancellation charge of 15% shall be payable by Buyer. Goods may not be returned unless pre-approved in writing by Seller. A return charge of 15% will be applied.
8. **SAFETY AND EXPRESS INDEMNIFICATION.** During the life of goods sold, Buyer agrees to use its best efforts to ensure that all safety information provided by Seller is provided to all users. This may include warning labels, instruction manuals, and training users in the safe installation, use and maintenance of the goods. Buyer agrees to defend, protect, indemnify and hold Seller harmless from and against all claims, losses, expenses, damages and liabilities to the extent caused by Buyer's negligence, including Buyer's failure to comply with the aforementioned safety obligations.
9. **SOLE AND EXCLUSIVE TERMS OF SALE.** Except as otherwise agreed to in writing by Seller, Buyer agrees that this document contains the sole and exclusive terms and conditions which shall apply to the sale of the goods and/or services sold hereunder. Any additional or different terms in documents provided by Buyer shall not apply and are hereby expressly objected to by Seller.
10. **JURISDICTION AND GOVERNING LAW.** The parties each agree that any court proceedings commenced by or against either party shall be resolved by a court without a jury, and each party waives its right to a jury as to any dispute or claims arising under or relating to this agreement, whether for breach or enforcement of contract, tort or otherwise. This document, the transactions evidenced hereby and any dispute that arises shall be governed by the laws of the State of Maine, USA, without regard to principles of conflicts of laws. To the extent referenced herein, certain terms and conditions are governed by INCOTERMS 2020. The remedies in this agreement are the only remedies available.
11. **NON-WAIVER:** The failure of Seller to enforce at any time any of the provisions of this order shall not constitute a waiver of such provisions or a waiver of the right of Seller to enforce any or all provisions. If any term or provision of this order is held invalid or unenforceable by any court of competent jurisdiction, the remainder of this order shall continue to be valid and binding upon the parties unless performance thereof is rendered legally impractical and no longer fulfills the intention of the parties under this order.
12. **ASSIGNMENT.** Except as otherwise expressly provided herein, no assignment of this order or Buyer's rights under this order shall be made by Buyer without the prior written agreement of the Seller. However, Seller may assign this order and its rights and obligations to any of its affiliates or subsidiaries in its sole discretion at any time and without additional consideration.
13. **ENTIRE AGREEMENT.** This agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, agreements and Terms and Conditions either written or oral.
14. **MISCELLANEOUS.** This document is not an acceptance of any offer. All orders are subject to acceptance by Seller. Any action arising hereunder, or concerning the transactions evidenced hereby, in contract, in tort, or otherwise, other than an action for failure to pay, must be commenced within 12 months of the date the cause of action accrues.