

Copper Mountain Technologies, LLC

Terms of Sale

These Terms of Sale ("Terms") shall define the conditions of the sale of Products and Services, the license of Software developed by Copper Mountain Technologies (herein after "CMT" or "Company"), and the Warranty of delivered products.

1.0 Definitions

"Products"	means any standard or custom hardware, other consumables, or Software licensed under these terms.
"Software"	means one or more computer programs and/or custom scripts and related documentation.
"Customer"	means the person(s) or company that purchases the Product or Services from CMT to this order.
"Service"	means any standard service to support Product and/or Software development, revisions, updates, maintenance and repairs, or product training.

2.0 Sale, Delivery and Returns

- a) All Orders received are subject to acceptance by CMT. Quotations offered by CMT or Purchase Orders received by CMT are not binding until such time CMT that acknowledges the order in writing. All Orders are subject to the terms and conditions herein, and no other terms are acknowledged unless otherwise stated in writing on the face of the Purchase Order.
- b) Prices exclude any applicable sales tax, value added tax, or similar tax or fees paid by Customer.
- c) Unless otherwise indicated on the quotation, prices do not include shipping and handling charges. All products are delivered FOB Origin (Indianapolis, IN) unless otherwise stated on the Purchase Order and acknowledged by CMT.
- d) For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs at the time the product passes the CMT installation and test procedures. If Customer schedules or delays installation by CMT more than thirty (30) days after delivery, acceptance of the Product occurs on the thirty-first (31st) day after delivery.
- e) Payment terms are stated in the quotation and must be stated on the Purchase Order and acknowledged in writing by CMT, and are subject to change if Customer's financial condition or payment record merits such change. CMT reserves the right to discontinue performance against any Order without penalty if Customer fails to pay any sum due, or fails to perform under this or any other CMT agreement if, after ten (10) days written notice, the failure has not been cured.
- f) Delivery dates acknowledged to Customer are estimates at the time of Order placement and CMT shall not be liable for costs or penalties resulting from late delivery, although CMT shall make every effort to provide Customer with notice of late delivery when practical.
- g) Products are delivered with factory calibration certificates containing no data.
- h) Customers may cancel all or portions of an Order for Standard Products prior to shipment at no additional cost. Customers may return undamaged and unused Products in the original unopened packaging within 30 days of delivery subject to a 15% restocking charge. Items received due to shipping error shall be returned to CMT in original unopened packaging with no restocking fee and shipping paid by CMT. Custom hardware or software development project cancellations are subject to cancellation charges that could include up to the full value of the Purchase Order. Products subject to return for warranty repair or replacement must first be issued Return Material Authorization (RMA) number prior to shipment to CMT or authorized repair center.

3.0 Licenses

- a) CMT grants the Customer a worldwide, non-exclusive license to use Software for internal purposes in accordance with documentation provided with the Software. Third-party license terms included with such documentation will take precedence over these license terms. Customers are hereby authorized to download the Software from the company website, or load Software onto multiple computers from the supplied USB drives, without limitation. CMT reserves the right to modify or amend such Software with or without notice, and shall offer the latest revision of such Software on its website. CMT assumes no liability, directly or indirectly, for the configuration/revision control of Software maintained at the Customer site, and states that the Customer is solely responsible for ensuring the latest version of Software is loaded onto their computer systems.
- b) Except as authorized by CMT in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.

4.0 Warranty

- a) CMT warrants the Products and Services against defects in materials and workmanship under normal operating conditions and that the products will conform to published specification, or custom specifications offered and acknowledged, for a period of thirty-six (36) months from the date of shipment and, for the purchase of Refurbished Products, one (1) year from the date of shipment or the original warranty of the product if longer than one year. Normal wear and tear shall not be considered a defect.
- b) If CMT receives notice of defect or nonconformance during the warranty period, CMT will at its option, repair or replace the affected Product. Customer shall pay shipping expenses for the return of the Product to CMT.
CMT will pay the expense of shipping the repaired or replaced Products back to Customer. Unless otherwise agreed by the parties in writing, Customer shall be solely responsible for customs documentation and customers procedures to be completely fulfilled in accordance with the applicable legislation.
- c) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. CMT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- d) For Products not manufactured by CMT, CMT's only responsibility is to assign to Customer any manufacturer's warranty that does not prohibit such assignment.
- e) Customers shall not be entitled to remedy under this Warranty with respect to: i) Products that have been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by CMT; ii) Products subjected to experimental operations or any type of operation or use other than that for which the Product is designed; iii) Products from which CMT and/or supplier trademarks or serial number has been altered, removed, or obliterated without prior permission from CMT, excluding alteration, removal, or obliteration directly caused by accident or mishap; iv) Products that have been in storage or left out of service for twenty-four months after delivery.
- f) The Warranty is non-transferrable and is applicable only to the original Customer.
- g) This Warranty shall not be extended, altered, or varied except by written instrument executed and acknowledged by CMT.

5.0 Intellectual Property

- a) CMT warrants that the Products or Services are free from infringement of intellectual property rights (including patents, trademarks, and copyrights) of others.
- b) CMT has no obligation for any claim of infringement arising from: CMT's compliance with, or use of, Customer's designs, specifications, instructions, or technical information; Product modifications by Customer or third party; Product use prohibited by or outside the scope of Specifications or related notes; or use of the Products with products not supplied by CMT.

6.0 Limitations of Liability and Indemnity

- a) AS PROVIDED IN THE WARRANTY IN SECTION 4.0 ABOVE, CMT'S LIABILITY FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE REMEDIES THEREIN PROVIDED. WITH RESPECT TO OTHER BREACHES OF CONTRACT, CMT SHALL HAVE NO LIABILITY IN EXCESS OF THE AMOUNT OF THE ORDER. IN NO EVENT SHALL CMT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, LOSS OF BUSINESS, OR FAILURE OR DELAY IN PERFORMANCE, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY, EVEN IF CMT HAS BEEN ADVISED OF ANY SUCH DAMAGES. NOR SHALL CMT BE RESPONSIBLE FOR ANY CLAIMS AGAINST CUSTOMER BY A THIRD PARTY.

7.0 General

- a) Customer who exports, re-exports, or transfers products, technology, or technical data purchased hereunder assumes all responsibility for complying with applicable U.S. and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer expressly agrees not to sell or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specifically Designated Nationals and Blocked Persons List, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). CMT may suspend performance if Customer is in violation of Applicable Laws.
- b) Disputes arising in connection with these Terms will be governed by the laws of the state of Indiana.
- c) To the extent that any provisions or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- d) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- e) These Terms and any supplemental terms applicable to the order and acknowledged by CMT constitute the entire agreement between CMT and the Customer, and supersede any previous communications, representations or

agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply unless acknowledged in writing by CMT.

- f) CMT may assign or transfer any of its rights or obligations under these Terms upon notice in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of CMT, or its permitted successive assignees or transferees.

8.0 Calibrations

- a) CMT can perform accredited calibrations for instruments (measurements) that are within our scope of accreditation. The Customer shall provide written direction when requesting accredited calibrations (i.e. accredited calibration, or ISO/IEC 17025 calibration required).
- b) Batteries, fuses and lamps are not included in the cost of calibration and are charged separately.
- c) Customer is responsible for the removal, restoration and programming (as applicable) of all instruments returned from calibration. CMT does not guarantee to return instrument settings to the "as found" Customers' positions upon the completion of the calibration process.
- d) Customer is responsible for ensuring that instruments calibrated by CMT and its affiliates are free of contamination in accordance with State and Federal transportation and/or safety requirements.
- e) CMT performs all work in accordance with ISO 9001: 2008 and/or ISO/IEC 17025 & ANSI/NCSL Z540-1. Customer is responsible for meeting the requirements of their particular quality standards as they relate to their industry and measurement/calibration.
- f) Calibration intervals are assigned by the Customer based on their use, environment and risk. CMT is not liable for improper intervals requested or set by the Customer or instrument manufacturer.
- g) Any number of factors can cause a calibrated instrument to drift out to tolerance at any time following its calibration. CMT warrants that any instrument calibrated by CMT found to be out of tolerance within six (6) months due to defects in the CMT repair or calibration processes will be recalibrated at no charge if such item is returned to CMT.
- h) The laboratory is responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of laboratory activities. The laboratory informs the customer in advance, of the information it intends to place in the public domain. Except for information that the customer makes publicly available, or when agreed between the laboratory and the customer (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and is regarded as confidential.
- i) When the laboratory is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned is, unless prohibited by law, notified of the information provided.
- j) Information about the customer obtained from sources other than the customer (e.g. complainant, regulators) is confidential between the customer and the laboratory. The provider (source) of this information is confidential to the laboratory and is not be shared with the customer, unless agreed by the source.
- k) Personnel, including any committee members, contractors, personnel or external bodies, or individuals acting on the laboratory's behalf, keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.

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