

Roll-2-Roll Technologies LLC

Sales Policies

August 02, 2023

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"Acknowledgement" means that the Seller has recognized the receipt of the Order from the Buyer. This acknowledgement is documented through a Sales Order that is both recorded and subsequently sent to the Buyer via email.

"Buyer" means any individual, company, firm or organization placing an order with the Seller

"Conditions" means this agreement that outlines the terms and conditions of sale

"Confidential Information" shall mean all Intellectual Property, data, samples, technical information, know-how, computer programs, algorithms, hardware, design, specifications, prototypes, manufacturing techniques, new product ideas, pricing information and proprietary processes disclosed to the Buyer

"Intellectual Property" means any and all copyrights, patents, trademarks, know-how, trade names, logos, Software, documentation, technical and manufacturing techniques, concepts, methods, designs, specifications and other proprietary information relating to the Products or Services belonging to the Buyer

"Order" means any order or contract between Buyer and the Seller for the sale of Products, or supply of Services to the Buyer

"Products" means any goods or products supplied by the Buyer to the Seller

"Seller" means Roll-2-Roll Technologies LLC

"Services" means any services performed by the Seller to the Buyer

"Software" means algorithms or software that: control the Products or Service, enable visualization of the performance of the Products or Services, provide a user interface to interact with the Products or Services, enable adjustments of the parameters of the Products or Services, or enable communication with the Products or Services.

2. TERMS

Buyer offers Net thirty (30) days for qualified customers (or as explicitly stated in the order Acknowledgement). Payments are to be made in USD (US Dollar). Payments that are delinquent for 90 days or more will be subject to a penalty of 1.5% per month, 18% per year. Roll-2-Roll Technologies LLC agrees to make special arrangements with the buyer where circumstances warrant payment outside of these terms. At all times the Order terms shall be subject to the

approval of the Seller's credit department. The Seller reserves the right to decline to make deliveries whenever for whatever reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for non-performance of these terms and Conditions of sale in whole or part. No payment discounts are offered, and minor inadvertent administrative errors contained in an invoice are subject to correction and shall not constitute reason for untimely payment. If, in the judgment of the Seller, the financial credit of Buyer at any time does not justify continuance of production or shipment of any product(s) on the payment terms herein specified, Seller may require full or partial payment prior to completion of production or shipment, or may terminate any order, or any part thereof, then outstanding. Custom products, blanket orders and order value in excess of \$20,000 are subject to payment terms: 30% due at the time of order, 30% on shipment and 40% due Net 30 days from shipment.

3. ORDER ACCEPTANCE

Buyer's Order is accepted upon Conditions herein. No additional terms or terms not included in this Conditions shall become part hereof without written approval of Seller. All acceptances and Orders are subject to approval by Seller and are non-binding until a Seller's Acknowledgement is sent to the Buyer. No waiver or deviations from these terms herein shall be binding unless in writing, signed by an executive officer of the Seller. Any terms of provisions of the Buyer's order which are not expressly contained in Seller's Acknowledgement shall not be binding on the Seller. The terms of the agreement are accepted by the Buyer if no written objection to the Conditions herein are sent to the Seller within five (5) days from the receipt of these Conditions.

4. PRICES

All prices quoted are subject to change in the event of any alterations in specification, quantities or delivery schedules. If after Seller's acceptance of Buyer's order, the Buyer may be notified of the Seller's desire to negotiate the price on the Order. If within a reasonable time thereafter an equitable price cannot be agreed upon, the Order may be terminated by either party upon written notice with compliance to "Cancellation" section below. Roll-2-Roll Technologies LLC will provide the Buyer a 60-day price increase notification for standard published prices; pricing on quotations for specific products will be valid for 30 days. If the Buyer requests product changes after the issuance of a given quote, but prior to order, quoted prices will be adjusted accordingly.

5. TAXES

Prices are subject to sales, use or other similar taxes. If applicable, the buyer will provide the Seller with a tax exemption certificate acceptable to the taxing authorities.

6. CANCELLATION

Orders cannot be canceled, or deliveries deferred after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to the conditions then agreed upon which shall

indemnify Seller against liability and expense incurred and commitments made by Seller and when shall provide for profit on work in process and contract value or parts completed and ready for shipment.

7. QUANTITY PRICING AND BLANKET ORDER PRICING TERMS

Blanket order quantity pricing requires a complete delivery schedule provided for the volume being ordered, with all units scheduled to deliver within a 12-month period from the placement of the PO to the final scheduled shipment. Any requests to change the delivery schedule of a blanket order must be received in writing 60 days prior to the requested change. Failure to take delivery of the entire ordered volume will result in back charges equal to the difference in quantity price between the volume ordered and the volume received times the number of units received. A cancellation charge in accordance with the cancellation policy (Section 6) may apply to any reduction in delivered volume from the original ordered quantity. For orders receiving quantity discounts, but not as scheduled blanket orders, the same quantity pricing rules apply. Failure to take delivery of the entire quantity ordered will result in back charges equal to the difference in quantity price between the volume ordered and the volume received times the number of units received. Cancellation charges in accordance with the cancellation policy (Section 6) will apply to any reduction in delivered volume from the original ordered quantity. For either blanket orders or quantity orders, in addition to any applicable cancellation charges, the customer is responsible for the value of any additional inventory allocated specifically to their order. Charges for this inventory will be invoiced in addition to cancellation charges, and any back charges for quantity variance.

8. DELIVERY

Shipping or delivery dates are dependent on the materials required to support the Order and based on prompt receipt of all necessary Order information from the Buyer. Shipping and delivery dates are estimates only and may change at the sole discretion of the Seller. The Seller shall not be liable for delays in delivery or failure to manufacture or deliver: (1) due to causes beyond the reasonable control, or (2) acts of God, acts of Buyer, acts of civil or military authority, subcontracts, priorities, fires, strikes, floods, epidemics, war, riots, delays in transportation, or (3) inability due to causes beyond Seller's reasonable control to obtain necessary labor, material, components, or manufacturing facilities, or (4) Buyer's delay in approving documents related to the details of the Products or Services sold, or (5) any changes in specifications and designs requested by the Buyer after the receipt of Seller's Acknowledgement of the Order. In the event of any such delay, Seller shall have the option of being excused from further performance or to extend delivery for a period equal to the time lost by reason of the delay. In the absence of explicit instructions for shipment, Seller will at its discretion choose the carrier for shipment. Seller assumes no responsibility for insuring equipment unless specifically requested by Buyer and then at Buyer's expense and valuation.

9. PACKAGING

Prices quoted are based on Seller's standard packaging and the cost of packaging is included in the price. If special handling or crating is required, a charge will be made to cover extra expenses. Seller reserves the right to packaging material in pallets, bulk or individual cartons. Packaging will be a standard commercial package and acceptable to commercial carriers.

10. WARRANTIES

Seller warrants the Buyer that all Products to be delivered to the Buyer by the Seller will be free from defects in material, design, workmanship and title for a period of 12 months from the date of shipment of the Order. During this period if the Buyer notifies the Seller promptly that the Products delivered hereunder do not meet the warranty specified above, the Seller will, at its option, repair or replace any Product which is proved to be other than as warranted. A written notice of claimed defects shall have been given to the Seller within thirty (30) days from the date any such defect is first discovered in order to claim warranty. This warranty does not cover damage resulting from: mishandling by Buyer, employees and customers of Buyer, mishandling and damage during shipment transit, improper use, use outside the restrictions of use, or normal wear. Unauthorized modifications, adjustments and/or repairs to such product(s) are also not covered by the warranty. The product(s) claimed to be defective must be returned to the Seller, transportation prepaid by Buyer, with written specification of the claimed defect. Evidence acceptable to the Seller must be furnished that the claimed defects were not caused by misuse, abuse, or neglect by anyone other than the Seller.

THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

11. LIABILITY

The Seller's liability to the buyer for any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this agreement shall in no case exceed in the aggregate the price of the Products or Services involved in the claim. In no event shall the Seller be liable for any damages including, without limitation, any indirect, special, or consequential damages or economic damages, lost profits or savings, even if Seller has been advised or has other reason to know, or in fact does know, of the possibility of such damages, or for any claim by any third party.

12. RESTRICTIONS OF USE

Buyer agrees to use the Products and Services according to the intended use described by the Seller. Buyer agrees not to directly or indirectly: (1) disassemble, decompile, reverse engineer, make improvements to, create derivative works based upon, modify, enhance, adapt, translate, or circumvent any technology that controls access to or permits derivation of, the Software or any part thereof; (2) reverse engineer the Products, any part thereof, or any composition made using the Products; (3) rent, lease, sell, transfer, assign, or sublicense the rights granted hereunder, except in connection with the rental, lease, sale or transfer of the entire Product; (4) operate or make use of the Products in any way that violates applicable laws and regulations; and/or (5) take or permit any other action which could impair Seller's rights, or damage the image or reputation of quality inherent in the Products, Seller's business, reputation, Intellectual Property or other valuable assets or rights. In the event the Buyer rents, leases, sells or otherwise transfers the Products to a third party, the Buyer agrees that it will require such third party to be bound by the Conditions herein as a condition of such rental, lease, sale or other transfer.

13. EXPORT CONTROL

Products sold by the Seller are controlled by export control laws of the United States and other countries.

Buyer agrees that it will not sell, transfer, export or re-export any Products or Services, except in compliance with all applicable laws, including, without limitation, the export laws of any U.S. government agency and any regulations thereunder, and will not sell, transfer, export or re-export any such Products or Services to any persons or entities with regard to which there exist grounds to suspect or believe that they are violating such laws. Buyer shall be solely responsible for obtaining all licenses, permits, or authorizations required from the U.S. and/or any other government for any such export or re-export. If an export/import related licenses, permits, or governmental authorizations are not approved, then the Seller is not obligated to proceed with the transfer of Products or Services until the required authorizations are obtained.

Seller shall not be named as shipper or exporter of record or U.S. principal party-in-interest (USPPI) unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end-use and end-user information to determine export license applicability. Failure for Buyer to comply with this section shall constitute a material breach of Conditions allowing Seller to cancel related Order(s) without liability.

Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of the Products and/or Services, and that Buyer does not know or have reason to

believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FPCA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FCPA and/or UKBA in connection with the sale or distribution of Product/Services, Buyer shall immediately advise Seller.

Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Antiboycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

14. PATENTS

It is not the intention of the Seller to manufacture any Products which infringe any patent articles. With respect to Products manufactured, or furnished by the Seller, strictly to specifications, designs and/or drawings furnished by the Buyer, it is agreed that the Buyer will defend and save harmless the Seller from any and all expenses involved in any claims or damages from patent infringements.

15. LICENSE TO USE SOFTWARE

Buyer acknowledges that the Software accompanying the Products sold hereunder are licensed and not sold to Buyer. Upon receipt of payment, Seller grants the Buyer a nonexclusive, non transferable, limited and royalty-free license to use and execute such Software in object code form and only according to the intended use of the Products or Services. Buyer shall receive no rights to the Software except as expressly provided herein. The Buyer is not licensed to use the source code of the Software.

16. PROPRIETARY RIGHTS

Buyer acknowledges that the Seller is the sole owner and or license holder of all Intellectual Property that are related to the Products and Services and the use thereof. Buyer acknowledges that no right or license in Intellectual Property is granted to the Buyer by implication, estoppel or otherwise, unless, and only to the extent expressly set forth herein.

17. CONFIDENTIALITY

Buyer agrees to maintain in strictest confidence and not to disclose any Confidential Information received from Seller to any third party except such information which (a) can be shown by the Buyer to have been in its possession prior to disclosure to Buyer; (b) at the time of disclosure hereunder is, or hereafter, becomes, through no fault of the Buyer, part of the public domain by publication or otherwise; (c) is furnished to the Buyer by a third party after the time of disclosure

hereunder as a matter of right and without restriction on its disclosure; (d) is independently developed by employees or agents of the Buyer who have not had access, direct or indirect, to the Confidential Information received from Seller; (e) is furnished to Buyer by the Seller without restriction on disclosure; (f) is required by law to be disclosed. The Buyer agrees to limit the, and agrees not to use any Confidential Information for any purpose outside the purchase, sale and use of Products. The provisions of this section shall extend to the agents and employees of Buyer.

18. INDEMNIFICATION

The Buyer shall at all times and thereafter indemnify, defend, and hold Seller, its officers, employees, and agents harmless against all claims, proceedings, demands, judgments, and liabilities of any kind whatsoever, including legal expenses and costs and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property resulting from the use, sale, lease, export, or import of Products, or arising from any obligation or activity of the Conditions hereunder.

19. ENTIRE AGREEMENT


This Conditions of sale agreement contains the entire understanding between the Buyer and Seller and supersedes all prior agreements, arrangements, and understandings relating to the sales Conditions of the Products or Services hereof. This Conditions cannot be modified or amended except in writing designated as modifying or amending the Conditions and signed by the persons authorized to execute and sign agreements for both the Buyer and the Seller. Notwithstanding the foregoing, these Conditions may be modified by the Seller from time to time and in its discretion, by delivery of replacement Conditions, and by position such then current Conditions at <https://r2r.tech/conditions-of-sale>.

20. SEVERABILITY

The provisions of this condition are severable, and in the event that any provisions of the Conditions shall be determined to be invalid or unenforceable under any controlling body of law, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms of the Conditions shall remain in full force and effect. If such deletion is not allowed or if such deletion leaves terms thereby made clearly illogical or inappropriate in effect, the Buyer agrees to substitute new terms as similar in effect to the present terms of this Conditions as may be allowed under the applicable law.

21. MISCELLANEOUS

Headings used throughout these Conditions of Sale are for reference purposes only and such headings and terms shall not be held to explain or aid in the interpretation, construction or meaning of these Conditions. The Buyer is afforded the opportunity to seek the advice of legal

 counsel with regards to its rights and obligations pursuant to this Conditions and has either sought or refused the advice of such counsel.

RETURNED MERCHANDIZE AUTHORIZATION (RMA) POLICY

This policy defines the process by which a customer obtains authorization for, and returns product for repair, replacement, retrofit or credit.

1. DOCUMENTATION AND CHARGES

- a. Roll-2-Roll must assign an RMA number prior to product being shipped to Roll-2-Roll for evaluation and repair. RMA numbers can only be created via the online RMA form located at: <https://r2r.tech/rma>. The following information is required at the time of request of an RMA number:
 - i. Product name
 - ii. Product serial number
 - iii. Sales order number
 - iv. Complete customer contact information including: Shipping and billing address, Contact Name, Contact Phone Number, Contact Fax Number and a Contact email address.
 - v. The reported problems with the product, including as much detail regarding the determination of the problem as possible. Details on the perceived issue with the product must be included with the shipment to allow for effective evaluation.
- b. A purchase order number must be submitted for receipt of an RMA number for any non-warranty or warranty repair work being completed. In the event of warranty repair, the purchase order will not be charged, but will be used for reference on return shipment to insure recognition of the product upon its arrival at the customer.
- c. Repair charges will be quoted after receipt and evaluation of the product.
- d. Evaluation and repair lead times are measured from the date of receipt of the product at Roll-2-Roll Technologies. Lead-time for evaluation of products is 2 weeks. Lead time for product repair will be based on severity of damage and parts availability. Typical repair lead time after evaluation is three weeks.
- e. RMA numbers that are assigned, but for which product is not returned within 90 days will be canceled. An evaluation charge of \$200.00 will be applied to ALL equipment that is

determined to have no problems or to any equipment the customer chooses not to have repaired after evaluation has been completed.

- f. An expedite fee of \$300 will reduce the evaluation lead-time from 2 weeks to 1 week.

2. WARRANTY EVALUATION

Determination of warranty status of a repair will be made based on the manufacturing date of the product, and the determination, by Roll-2-Roll Technologies, of the nature of the cause of the reported problem.

Products determined by Roll-2-Roll to be warranty repairs will be repaired or replaced and returned to the customer via UPS/FedEx Ground shipping. If the reported or confirmed problem is determined to be a non-warranty issue, a repair price will be quoted, and the repair activity will be suspended until a purchase order for that amount is received. Determination of warranty status will be according to the warranty terms in the standard terms and conditions of sale document (also available online at <https://r2r.tech/conditions-of-sale>).

3. SHIPMENT

- a. It is the responsibility of the customer to properly package the product to prevent damage during shipping. In the event of shipping damage, additional repair charges will be included on the invoice. This applies to both warranty and non-warranty returns.
- b. The assigned RMA number must be visible on the outside of the shipment, and on the shipping documentation.
- c. Roll-2-Roll will return all warranty repairs or replacements via UPS/FedEx Ground on customer account.
- d. If a different method or type of service is required, Roll-2-Roll will pre-pay and bill, or the customer can provide their shipping method and account number to Roll-2-Roll for the shipment to be charged.

ORDER CANCELLATION POLICY

This policy establishes the terms and conditions of order cancellation on Roll-2-Roll products, and to define charges to the customer if cancellations are requested.

1. SINGLE SHIPMENT ORDERS

- a. Individual single shipment orders cannot be canceled, or deliveries deferred after acceptance of Buyer's order by Roll-2-Roll, except with Roll-2-Roll's written consent and subject to conditions then agreed upon which shall indemnify Roll-2-Roll against liability and expense incurred and commitments made by Roll-2-Roll and when shall provide for profit on work in process and contract value or parts completed and ready for shipment.
- b. With a written consent from Roll-2-Roll, orders canceled less than 15 business days before scheduled ship date may incur a cancellation charge equal to 15% order amount.
- c. Full payment will be required for all services already provided. Services include engineering, design, maintenance, repair, etc.
- d. Orders canceled after shipment may be handled by the "Credit Return Policy."

2. BLANKET ORDERS

- a. Same as "single shipment orders" until first shipment.
- b. Following first scheduled shipment, but prior to last scheduled shipment, all blanket orders canceled in writing will be subject to the all of the following charges:
 - i. Difference between the price for the delivered quantity and price for ordered quantity times the amount of product already delivered.
 - ii. The cost of any inventory dedicated to the blanket order products. However, in order to mitigate potential extra inventory, the expectation is that the Seller buys only raw materials necessary for blanket releases that fit within expected lead times and are agreed to by the Buyer.

CREDIT RETURN POLICY

For customers who purchase Roll-2-Roll products and for various reasons request to return products for credit, the following Credit Return Policy applies:

- a. A Return Merchandize Authorization (RMA) number must be issued by the Roll-2-Roll RMA coordinator prior to returning the product for credit. The return of the product should then be handled according to the Returned Merchandize Authorization (RMA) Policy.
- b. All credit returns must be authorized by Roll-2-Roll’s Sales Manager.
- c. No credit will be given for engineering, labor charges, service, training and freight charges.
- d. A restocking charge of 20% plus refurbishing costs will be charged on all products returned within 30 days of shipment from Roll-2-Roll. The total cost will not exceed the list price of the product. Product must be returned to Roll-2-Roll complete and in "like new" condition or refurbishing charges will be applied. Custom Products are not returnable.
- e. An additional restocking charge will be applied for each additional 30 days from time of shipment from Roll-2-Roll as per the table below.
- f. No credit will be given for products after 180 days from the time of shipment from Roll-2-Roll.

Days since shipment from Roll-2-Roll	Restocking charge (refurbishment not included)
0 – 30	20%
31 – 60	40%
61 – 90	50%
91 – 120	60%
121 – 180	80%
180+	No credit given