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**JWF TECHNOLOGIES LLC
TERMS OF SALE AND WARRANTY**

RC2324 REV E

APPROVED BY: JL/SJ

8/31/2026

GENERAL

These Terms of Sale and Warranty (the "Terms") constitute the entire agreement governing the purchase and sale of products and services by JWF Technologies LLC ("Seller") to the purchaser ("Purchaser"), together with Seller's applicable written quotation or order acknowledgment (collectively, the "Agreement"). Seller's acceptance of any order is expressly conditioned upon Purchaser's assent to these Terms. Any terms in Purchaser's purchase order, request for quotation, portal, acknowledgment, or other document that differ from, add to, or conflict with these Terms are rejected and shall not bind Seller unless expressly accepted in a written instrument signed by an authorized representative of Seller. Purchaser's issuance of an order, acceptance of delivery, or authorization for Seller to begin work constitutes acceptance of these Terms.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

- a. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SPECIFICALLY SET FORTH IN THESE TERMS, SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, AND USAGE OF TRADE.
- b. Seller assigns to Purchaser, to the extent permitted and without recourse, any warranty rights Seller receives from applicable third-party manufacturers covering products sold to Purchaser. Purchaser's sole recourse related to any such warranty rights is against the applicable third-party manufacturer. Products manufactured by others and resold by Seller carry no additional warranty from Seller.
- c. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR REMOTE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST PRODUCTION, DOWNTIME, LOSS OF USE, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, OR REMOVAL, REINSTALLATION OR RECOMMISSIONING COSTS, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY ORDER, PRODUCT OR SERVICE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.
- d. Any custom conversion, modification, or adaptation of any product ("Custom Conversion") shall be deemed to have been made at Purchaser's specific request. Purchaser assumes all risk of loss, damage, defect, failure, incompatibility, nonperformance, or unsuitability arising out of or relating to any such Custom Conversion and Seller shall have no liability whatsoever with respect thereto.
- e. Seller's warranty shall not apply to any product or component which has been repaired, modified or altered outside of Seller's locations in any manner or has been installed or used in a manner contrary to the original manufacturer's printed instructions. In the event Purchaser modifies the goods sold hereunder without the express written consent of Seller, Purchaser agrees to indemnify and hold Seller harmless from any and all claims, demands, actions or causes of action or costs or expenses resulting therefrom.
- f. Purchaser is solely responsible for the design, selection and application of fabricated equipment, products, components and materials purchased from Seller. Any drawings, specifications, or information prepared by or furnished by Seller are for reference purposes only, and Seller makes no warranty or representations concerning the accuracy of such materials or information. Seller has no responsibility for the design, selection and application of products, components and materials purchased by Purchaser.



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- g. Seller may conduct commercially reasonable testing of software materials supplied as part of an order ("Software Materials"), but because Software Materials may be used with equipment, networks, data, third-party products, or applications outside Seller's control, Seller does not warrant that Software Materials will be error-free, uninterrupted, or suitable for uses not expressly stated in Seller's quotation or specifications. For six (6) months after delivery, Seller's sole obligation for a reproducible defect in Software Materials supplied by Seller is, at Seller's option, to correct the affected Software Materials or provide a reasonable workaround, subject to the conditions below:
 - (1) Purchaser must promptly provide Seller with a detailed description sufficient to reproduce the problem.
 - (2) The correction shall not require creation of new functionality, changes in scope, or adaptation to conditions not contemplated by the original order.

This software remedy is void if Purchaser or any third party modifies or attempts to modify the affected Software Materials without Seller's prior written consent.

- h. Any fabricated product or fabricated part manufactured by Seller that, under normal operating conditions, proves defective in material or workmanship within one (1) year from the date of shipment, as determined by Seller after inspection, will be repaired or replaced, at Seller's option, at Seller's facility, provided Purchaser promptly gives written notice and establishes that the product was properly installed, maintained and operated within rated and normal usage. This warranty excludes electronic control units to the extent Purchaser has not exclusively used qualified maintenance personnel. Components manufactured by third parties are covered solely by the applicable manufacturer's warranty, if any. Seller may inspect an allegedly defective article at its location or issue return authorization. Purchaser is responsible for return freight and bears risk of loss or damage in transit unless Seller agrees otherwise in writing. REPAIR, REPLACEMENT, OR THE SOFTWARE CORRECTIVE REMEDY EXPRESSLY STATED ABOVE, AS APPLICABLE, SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

PURCHASER'S USE AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

- a. It is Purchaser's responsibility to provide all proper training, devices, tools/dies and means that may be necessary to effectively protect all personnel from all bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the Seller's products. If supplied or required, the operator's manual or machine manual, all applicable Safety Standards, OSHA regulations, other sources and other applicable regulations should be consulted to protect personnel.
- b. The proposed equipment or goods shall not be operated without all recommended or included safety devices, guards and interlocks in place and functioning. Seller shall not be responsible for injury, damage, downtime or loss resulting from bypassed or defeated safety devices; unauthorized changes to PLC, HMI, robot or other programming; Purchaser or third-party modifications; improper integration with other equipment; failure to follow applicable lockout/tagout procedures; improper maintenance; or operation outside specified design parameters.

SPECIFICATIONS

Equipment quoted shall not be subject to any other specifications, which are not stated on the face of the quotation and in the manufacturer's catalog. Voltage, phase, frequency and power limitations must be specified by Purchaser.

FIELD ENGINEER SERVICES/INSTALLATION

Unless otherwise specifically indicated in Seller's quotation, quoted prices DO NOT include field engineering, installation, startup, commissioning, training, travel, lodging, overtime, permits, site-specific safety requirements, or supervision of installation. When such services are included or later requested, Purchaser shall provide a safe, accessible and ready worksite, necessary utilities and facilities, and timely access to equipment and personnel. Waiting time, remobilization, additional trips, or additional labor caused by site conditions or Purchaser delay may be invoiced as additional work.



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PROPERTY AND PATENT RIGHTS

- a. Seller retains all right, title and interest in its pre-existing and reusable intellectual property, including without limitation standard designs, engineering methods, know-how, libraries, templates, macros, function blocks, source code, development tools, drawings, documentation, design simulations, and other materials developed independently of or reusable beyond Purchaser's project ("Seller Background IP"). No sale transfers ownership of Seller Background IP.
- b. Upon full payment of all amounts due, Seller grants Purchaser a perpetual, nonexclusive license to use project-specific Software Materials, PLC/HMI/robot programs, configuration files and documentation delivered by Seller solely to operate, maintain and service the equipment for which they were supplied. Such license is transferable only with the applicable equipment. Purchaser may make reasonable backup and archival copies. Unless expressly stated in Seller's quotation, Purchaser receives no right to sell, sublicense, publish, distribute, reverse engineer, or use Seller Background IP to manufacture competing equipment or for projects unrelated to the equipment supplied.
- c. Seller Background IP and any confidential or proprietary portions of the Software Materials constitute valuable proprietary information and trade secrets of Seller or its vendors. Purchaser shall use reasonable safeguards to protect such information from unauthorized disclosure. Nothing in these Terms prevents Purchaser from using project-specific deliverables as permitted by the license above or from providing necessary copies to subsequent owners of the equipment solely for operation and maintenance, provided Seller's proprietary notices and license restrictions remain in effect.

DELAYS

Seller shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limitation acts of God, fire, flood, epidemic, governmental action, war, terrorism, civil disturbance, labor disputes, material or component shortages, transportation interruption, utility or network failures, cyber incidents not caused by Seller's failure to use commercially reasonable safeguards, or failure of suppliers or subcontractors for similar reasons. Delivery and performance dates shall be equitably extended for such delays. Seller shall also be entitled to an equitable extension of schedule and adjustment in price for delays caused by Purchaser, including late approvals, late or inaccurate information, specification changes, unavailable samples, site conditions, lack of access, delayed acceptance testing, postponed installation, or failure to make payments when due. Reasonable storage, remobilization, engineering, labor and other resulting costs may be invoiced to Purchaser.

MISCELLANEOUS

- a. This Agreement may not be assigned or otherwise transferred by Purchaser without Seller's prior written consent. Any attempted assignment or transfer by Purchaser without such consent shall be null and void. Seller may assign this Agreement to an affiliate or successor in connection with a merger, reorganization or sale of substantially all assets relating to the applicable business.
- b. Seller's failure to insist, in one or more instances, upon the performance of any term hereunder shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term and Purchaser's obligation with respect thereto shall continue in full force and effect.
- c. Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party thereto at its respective address contained herein. Seller's address is 3065 Moser Ct., Hamilton, Ohio 45011. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.
- d. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.
- e. All required quality documentation and certifications, including but not limited to PPAP's, C of C's, MDS, Certificate of Origin, California Prop 65, CRMT, REACH, RoHS, and Mill Certification, must be requested at the time of RFQ and/or purchase. These requests may be subject to a fee.



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NDEMNIFICATION

Purchaser shall defend, indemnify and hold harmless Seller, its parent and affiliates, and their respective officers, directors, employees, agents, successors and assigns (collectively, the "Seller Indemnified Parties") from and against any and all third-party claims, demands, actions, causes of action, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to (a) Purchaser's breach of this Agreement; (b) Purchaser's possession, installation, operation, use, maintenance, modification, integration, resale or disposal of any product; (c) Purchaser's negligence, willful misconduct or violation of applicable law; or (d) with respect to any custom-designed product, Purchaser's specifications, design decisions, product choices or intended application. Seller may, at its option, participate in or assume control of the defense of any such claim with counsel of its choosing. Purchaser shall not settle any claim without Seller's prior written consent.

WAIVERS

- a. Purchaser hereby waives, for itself and for any and all persons who may assert a claim or lien in Purchaser's place or stead, whether by subrogation or otherwise, any and all liens or claims of lien against the Seller for payments made by Purchaser's Workman's Compensation insurance carrier to Purchaser's employees for injuries alleged to have been caused by any article sold hereunder.
- b. Purchaser hereby waives, for itself and for any and all persons who may assert a claim or lien in Purchaser's place or stead, whether by subrogation or otherwise, any and all claims against Seller for contribution or for indemnity, whether such claims arise under contract, statute, common law, or otherwise.

TAXES

All applicable federal, state or local sales, use, occupational, excise, export, import or like taxes or tariffs now in force or enacted in the future are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the applicable quotation or order document. Unless otherwise specifically stated, Seller shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

PAYMENT TERMS, UNLESS OTHERWISE STATED

- a. Payment terms are as stated in Seller's quotation or invoice and are subject to approval and change by Seller's credit department. Seller may require deposits, progress payments, payment before shipment, or other credit support. Deposits and progress payments are non-refundable to the extent applied to engineering, labor, materials, supplier commitments, or other costs incurred for the order.
- b. Delivery is F.O.B. Shipping Point and Purchaser assumes all risk and liability for loss, damage, or destruction after delivery of the product to the carrier.
- c. For any payment made more than thirty (30) days past invoice date, Purchaser agrees to pay interest on the unpaid balance at 1.5% per month (18% per annum), or the maximum lawful rate if lower, plus all reasonable costs of collection, including filing fees, legal fees and court costs. Purchaser shall pay invoices without setoff, deduction, backcharge or withholding except to the extent required by law. If any amount is past due, or if Seller reasonably determines that Purchaser's creditworthiness has materially deteriorated, Seller may suspend engineering, production, field service or shipment until satisfactory payment or credit arrangements are made, and all affected schedules shall be extended accordingly.
- d. Seller may invoice completed equipment when it is ready for shipment. If shipment, delivery, installation or acceptance is delayed at Purchaser's request or because Purchaser is not ready to receive the goods, Seller may place the goods in storage at Purchaser's risk and expense, invoice the applicable milestone or balance as though shipment had occurred, and charge reasonable storage, handling, insurance and related costs.



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SCOPE OF WORK & CHANGES

- a. What Is Included: The price covers only the specific products, quantities, features, engineering, programming, documentation and services expressly identified in Seller's written quotation and any written revisions issued by Seller.
- b. Extra Work: Additional requests, revisions, redesign, programming changes, site work, documentation, testing, expedited performance, or other work outside the quoted scope constitute extra work and may result in additional charges and schedule adjustments.
- c. Written Approval: Seller is not obligated to perform extra work until the scope, price and any schedule effect are approved in writing by Purchaser. Email approval by Purchaser's authorized representative is sufficient unless Seller requires a signed change order.
- d. Drawing and Design Approval: Purchaser's written approval of drawings, schematics, bills of material, layouts, sequences of operation, specifications, samples or other submittals authorizes Seller to proceed in reliance on the approved information. Changes requested after approval are extra work and may affect price and delivery. Purchaser is responsible for promptly reviewing submittals and identifying errors, omissions or conflicts with Purchaser-provided requirements.
- e. No Verbal Changes: Verbal requests, field discussions and informal directions do not modify the scope, price or schedule unless confirmed in writing by Seller and Purchaser.

TITLE

Title shall pass to Purchaser upon delivery of the product to the carrier. Purchaser assumes all risk and liability for loss, damage, or destruction after delivery of the product to the carrier.

RETURNS

Return of any merchandise must be authorized in writing by Seller, have Seller's "authorized material return" number and be accompanied by a copy of original packing slip verifying shipment from Seller's plant or warehouse. Any request to return goods must be made within ten (10) days from the receipt of the goods by Purchaser. Returned goods must be in first class saleable condition, in their original container, shipment prepaid. Subject to the limitations of Seller's Warranty, if goods are returned because of an error acknowledged by Seller, Seller will remedy any such error without expense to the Purchaser. Components, systems and Software Materials designed to meet Purchaser's unique requirements or specifications are not returnable. Nonstandard or used material shall not be subject to return. Unless otherwise expressly agreed, an order for equivalent value must accompany returned merchandise and all such merchandise is accepted for credit only after factory inspection. A Purchaser returning merchandise must pay transportation charges and bear risks of loss or damage to goods while in transit.

RE-STOCKING CHARGES

A minimum restocking charge of fifteen percent (15%) of net billing applies to authorized returns resulting from Purchaser error. Seller may impose a higher charge when required by the manufacturer or when inspection, repackaging, testing, refurbishment or other costs are incurred.

CANCELLATION

In the event Purchaser requests Seller to stop work or cancel the order or any part hereof, cancellation charges shall be paid to Seller as follows:

- a. Any and all work that is complete or scheduled for completion within thirty (30) days of the date of notification in writing to stop work or to cancel shall be invoiced and paid in full.
- b. For work in process, other than covered by Item (a) above, and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Purchaser's order, the Purchaser shall pay the actual costs and overhead expenses determined in accordance with Seller's normal accounting practices, plus a minimum of fifteen (15%) percent, upon invoicing.
- c. Purchaser shall promptly instruct Seller as to the disposition of the product and the latter shall, if requested, hold the product for Purchaser's account. All costs of storage, insurance, hauling, boxing or other costs in connection therewith shall be borne by the Purchaser.



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- d. Customized fabricated systems, custom control panels, engineered-to-order products, customer-specific components, special-order or non-returnable materials, completed engineering/design work, and custom software/programming are non-cancellable and non-returnable once incurred or committed, except with Seller's written consent and subject to charges determined by Seller.

DRAWINGS

Drawings will be provided by Seller only upon special request of Purchaser and subsequent approval of Seller.

- a. Seller may provide reproducible copies of specification sheets, which list all assemblies and components. Pertinent assembly drawings will be included in the instruction manual.
- b. Seller may provide original layout drawings, complete fixture drawings and lubrication diagrams with related information.

MACHINE FOUNDATIONS

If standard foundation drawings are supplied, they will include plan and elevation views. Due to many variations in soil type, adjacent equipment, workmanship, etc. foundation depth is a suggestion only. The foundation is not guaranteed, and Seller shall not be responsible for any damage which may result from an inadequate or insufficient foundation.

COMPLETE AGREEMENT

These Terms, together with Seller's applicable written quotation and order acknowledgment, constitute the entire agreement between the parties concerning the applicable sale and supersede prior or contemporaneous proposals, negotiations, representations and communications concerning that sale. In the event of a conflict, a specific provision in Seller's quotation or order acknowledgment shall control over these Terms, and these Terms shall control over any Purchaser document. No amendment, waiver or modification is binding on Seller unless in writing and signed by an authorized representative of Seller, except that written change approvals may be made by email as expressly permitted under the Scope of Work & Changes section.

CLAIMS AND ACTIONS

Purchaser shall inspect goods promptly upon receipt and notify Seller in writing of any visible shortage, shipping damage, or nonconformity within ten (10) days after receipt. Warranty claims must be made within the applicable warranty period. To the maximum extent permitted by law, any legal action by Purchaser arising out of a sale must be commenced within one (1) year after the cause of action accrues, except that this contractual limitation does not shorten any period that applicable law does not permit the parties to shorten.

APPLICABLE LAW

This Agreement, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Ohio, without regard to conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. THE EXCLUSIVE JURISDICTION AND VENUE OF ANY LEGAL PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SALE BY JWF TECHNOLOGIES LLC TO PURCHASER SHALL BE IN THE STATE COURTS SITTING IN BUTLER COUNTY, OHIO OR FEDERAL COURTS FOR THE SOUTHERN DISTRICT OF OHIO, AND PURCHASER CONSENTS TO SUCH JURISDICTION AND VENUE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.