

Moore Nanotechnology Systems, LLC

Terms and Conditions of Sale

Effective: September 2025

1. Definitions

"Seller" means Moore Nanotechnology Systems, LLC. "Buyer" shall mean the person or entity to whom a quotation or order confirmation is addressed, which person or entity is bound by the terms and conditions set forth herein ("Terms and Conditions").

2. Conditions of Agreement

Seller's quotation or order confirmation is intended as an offer to sell the specific goods and/or services ("Product(s)") described on the reverse side hereof (or attached hereto) at the prices stated therein. Seller hereby expressly objects to any terms contained in Buyer's acceptance that are different from or additional to those contained in this offer. The Terms and Conditions set forth herein may not be changed, modified or amended in any way except by written authorization issued by Seller. In the absence of such written authorization, issuance of a purchase order or other form of acceptance of Seller's quotation or order confirmation by Buyer shall constitute Buyer's agreement to be bound by the Terms and Conditions set forth herein, regardless of any contrary provisions contained in any purchase order or other form of acceptance of Buyer. Any price quotation by Seller shall remain valid for sixty (60) days after issuance. Services may be provided by Seller or its authorized agent.

3. Shipping Terms

- 3.1 Terms of delivery within the United States are FOB Seller's dock, unless otherwise stated.
- 3.2 Terms of international delivery outside of the United States are EXW Seller's dock (Incoterms 2020), unless otherwise stated.
- 3.3 Seller's price includes packing and packaging for shipment by padded air ride van or air shipment, as specified by Buyer. Buyer shall incur an extra charge for ocean and other special packing. Buyer shall specify the carrier and coordinate the schedule for pick-up with Seller's personnel. In the event Buyer fails to timely specify the carrier, Seller shall be authorized to select the carrier and coordinate pick-up. In no event will Seller be responsible for delay, breakage or damage after the Product is delivered to the carrier in good order. Risk of loss will pass to Buyer upon delivery of the Product to the carrier at Seller's dock. Claims for breakage and damage shall be made to the carrier. Partial shipments and transshipments by Seller are allowed.
- 3.4 After delivery of the Product to the carrier at Seller's dock and until Buyer shall have paid in full for all such Product, Seller shall retain a purchase money security interest in the Product and is hereby authorized to file a financing statement to perfect its security interest. Buyer represents and warrants that it has and will maintain in force insurance adequate to protect Seller's interests hereunder, and, if requested, shall supply Seller copies of insurance certificates as evidence thereof.

4. Delivery, Installation, and Acceptance

- 4.1 The delivery date(s) is Seller's best estimate of when Product will be shipped from its factory. Seller shall not have any liability for losses or damages due to delays in delivery. For standard Product, delivery date(s) will be established at the time an order is acknowledged by Seller. For customized Product, confirmation of the delivery date(s) will be provided when the order acknowledgement is

submitted to the Buyer, the first progress payment is received, and if applicable, Seller has received the specified technical samples and information required for Seller to begin such work.

- 4.2 Delivery date(s) are contingent upon:
 - 4.2.1 timely receipt by Seller of required financial documents from Buyer;
 - 4.2.2 timely receipt by Seller from Buyer of any drawings, sufficient parts, instructions or similar items when such items are required for design and/or test;
 - 4.2.3 Buyer providing auxiliary equipment or personnel when required;
 - 4.2.4 timely receipt of components integral to the design and or specified by the Buyer which may have unexpected long lead deliveries;
 - 4.2.5 receipt of progress payments per payment terms; and
 - 4.2.6 receipt of documents necessary to secure US Export License if applicable.
- 4.3 Seller shall not be responsible and Buyer shall have no right of cancellation for delays in Seller's performance due to causes beyond Seller's control including but not limited to acts of God, war whether declared or undeclared, pandemic, fire, strikes, transportation delays, and failure of suppliers to deliver.
- 4.4 Buyer is responsible to advise Seller, prior to placing an order, whether local codes or standards apply to the Product or its installation, and Seller shall be entitled to quote compliance with any such codes or standards. Prior to the start of installation of any Product, Buyer shall obtain all licenses, permits and certifications required for compliance with local laws, rules and regulations. Buyer is responsible for all facility related issues and modifications.
- 4.5 For customized products, unless noted on the quotation or specification response, installation is not included.
- 4.6 Buyer shall have the installation site ready on the date agreed between the parties. Costs incurred by Seller because of Buyer's delay shall be borne by Buyer. Buyer is responsible for pre-positioning Product in its facility. Installation shall be scheduled during regular first shift hours; additional charges may apply for off-shift installation.
- 4.7 All Product purchased by Buyer pursuant to these Terms and Conditions shall be deemed initially accepted by Buyer, unless Buyer notifies Seller of its rejection of such Products, in writing, within sixty (60) days of the receipt thereof. In the event of a defect or a failure to meet Seller's officially published General Specifications (GS) in effect at the time of quotation and/or other criteria mutually agreed upon in writing by the parties ("Acceptance Criteria") prior to Acceptance (as defined below), Seller shall undertake all reasonable steps to correct the defect, obtain compliance to the Acceptance Criteria, or, at Seller's option, to repair or replace the Product in whole or in part. After Acceptance, Buyer's rights regarding defects are governed by Seller's warranty as defined below.
- 4.8 "Acceptance" of the Product is achieved by the earliest occurrence of one of the following:
 - 4.8.1 Seller's acceptance form or other mutually agreed upon form, signed by Buyer; or
 - 4.8.2 any use of Product by Buyer for purposes other than inspection and test; or
 - 4.8.3 the delay in the occurrence of either 4.8.1 or 4.8.2 by more than ninety (90) days from the Product's original planned ship date due to causes beyond Seller's control; or
 - 4.8.4 non-receipt by Seller of rejection of Product by Buyer in writing within sixty (60) days of receipt of Product.

5. Payment Terms

- 5.1 Payment terms are 30% down payment due with order, 60% before shipment, and 10% net thirty (30) days upon Product Acceptance, or as otherwise quoted.
- 5.2 Payment is due in full, in US funds, according to these Terms and Conditions unless stated otherwise on Seller's invoice.
- 5.3 Late payments are subject to interest charges at the maximum legal rate.
- 5.4 If Buyer requests Seller to hold Product that is ready for shipment, Seller may invoice Buyer on the original planned shipment date, payment terms per Section 5.1 above. In such case Seller may store Product at Buyer's expense. In any event, Buyer shall authorize shipment no later than thirty (30) days after the original planned shipment date. Payment by Buyer shall not relieve Seller of its obligations as specified herein.
- 5.5 Other payment currencies and payment terms may be quoted as mutually agreed.

6. Warranty

- 6.1 For a period of twelve (12) months from the date of Acceptance, Seller warrants the Product will:
 - 6.1.1 Be free from defects in material and workmanship.
 - 6.1.2 Conform to the Acceptance Criteria.
- 6.2 If for any reason not within Seller's control, Acceptance is delayed by sixty (60) days or more after the original planned ship date, the above warranties shall apply only if Seller is given the opportunity to inspect, service, and condition the Product to ensure it is in proper operating condition. Such inspection and any required servicing due to such delay will incur additional cost and will be billed to Buyer at Seller's then current service rate. In any event, if Seller is not responsible for such delay, the warranty period shall begin no later than ninety (90) days after the Product's original planned ship date.
- 6.3 If Buyer reports what is believed to be a defect covered under this warranty, Seller will promptly respond and initiate appropriate corrective action, including, if necessary, dispatch of a service technician to Buyer's site. If the problem is covered under warranty, Seller will, at its discretion, promptly make the repairs or replacement at no charge to Buyer subject to Section 10.1. Rebuilt parts may be used. On-site warranty service will be conducted during regular first shift hours, unless otherwise mutually agreed. Except for machine-down calls, Seller may charge Buyer a premium for off-shift warranty service.
- 6.4 This warranty is limited as follows:
 - 6.4.1 This warranty is not transferable without the express written agreement of Seller.
 - 6.4.2 Refurbished Products may be subject to additional limitations which, if applicable, will be stated on Seller's quotation.
 - 6.4.3 This warranty does not cover consumable parts that are worn in normal Product operation.
 - 6.4.4 Spare parts sold by Seller have a limited warranty period of one (1) year for new spare parts, six (6) months for remanufactured parts, and ninety (90) days for repaired parts, and such warranty period begins on the date of invoice. Seller reserves the right to determine the appropriate remedy (replacement with another remanufactured or repaired part or credit) for each claim.
 - 6.4.5 This warranty does not cover defects or failure that result from any of the following factors:
 - 6.4.5.1 Noncompliance with Seller's installation, operation, calibration, maintenance and setup/adjustment specifications and procedures.

6.4.5.2 Changes that are made to the Product(s) without written approval from Seller.

6.4.5.3 Misuse or abuse of the Product.

6.4.5.4 The use of replacement parts other than those supplied by Seller.

- 6.5 The warranty on components not manufactured by Seller is limited to the warranty provided by the original manufacturer of said components. Where there are major third-party items integrated into a system, Seller will provide the warranty of those components at time of final quote.
- 6.6 For major third-party integrated items that are not manufactured by Seller, Seller will support the coordination of issues through its Technical Support call center. This involves a Seller's specialist acting as an intermediary to get problems resolved. Buyer may request access directly to the manufacturer of the third-party item from Seller's specialist. Technical support for non-Seller items depends upon the support policy of the manufacturer or supplier of such items. The Seller is responsible to supply the support policies of such third-party manufacturer or supplier.

7. Patent and Copyright

Except as provided elsewhere herein, if notified in writing within thirty (30) days of any claims made or action brought against Buyer, Seller will settle or defend, at Seller's expense, all proceedings or claims against Buyer, its subsidiaries and affiliates for alleged infringement of U.S. patents and copyrights granted as of the date of Seller's quotation where such patents or copyrights cover goods or parts contained in the Products that are furnished hereunder by Seller. Seller's liability in this regard shall be limited to the total amount paid by Buyer to Seller for the Product(s) giving rise to such claim(s). Seller shall have sole control of the defense of any such action and all negotiations for its settlement, and may at its option procure for Buyer the right to continue using the Product, replace or modify the same so that it becomes non-infringing, or if in Seller's judgment such remedies are not reasonably available, grant Buyer a refund for the depreciated value of the Product and accept its return. Seller shall not have any liability hereunder based upon Seller's compliance with engineering drawings or manufacturing instructions originating with or furnished by Buyer, its subsidiaries or affiliates, if such compliance gives rise to such proceedings or claims.

8. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST REVENUES, LOST PROFITS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE LOSSES OR DAMAGES, HOWEVER CAUSED, EITHER IN ACTION FOR BREACH OF CONTRACT, STRICT LIABILITY, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER FOR THE PRODUCT(S) GIVING RISE TO SUCH CLAIM(S). This limitation shall not apply to liability arising from death, personal injury, fraud, gross negligence, or willful misconduct where such exclusions are prohibited by law.

9. Changes, Cancellations

A purchase order may be amended from time to time by written change order, agreed by both parties, setting forth the changes to be made and the effect of such changes on the price, time of delivery, and other terms and conditions.

Buyer shall have the right to cancel any order in whole or in part, for Product as yet undelivered, as a result of Seller's material breach of these Terms and Conditions with respect to such order. Seller's liability arising from such cancellation is expressly limited to a refund of any monies paid by Buyer for such cancelled Product. In addition, prior to delivery of ordered Product, Buyer shall have the right to cancel its order as a whole or in part, at its discretion. A cancellation hereunder shall become effective upon notification by Buyer to Seller and Buyer shall send Seller an amendment to the order in confirmation thereof. In the event of a cancellation for reasons other than Seller's material breach, Buyer agrees to pay Seller the amounts in the schedule below to compensate Seller for any non-recoverable costs incurred or to be incurred in good faith in connection with the Products, including a reasonable allowance for storage costs, overhead and profit. Payments made by the Buyer to the Seller prior to delivery shall be applied to cancellation fee.

Weeks Prior to Order Acknowledgement Ship Date	Cancellation Fee
0 – 2	60% of price of cancelled product
2 - 8	30% of price of cancelled product
8 - 12	10% of price of cancelled product
12+	0%

Notwithstanding the above, parts designated as customized or make-to-order cannot be cancelled or returned.

10. Returns

10.1 During the warranty period, to return defective parts for exchange under Seller's warranty, Buyer must obtain a return authorization number (RA #) from Seller. Buyer must supply Buyer's original purchase order number and Seller's invoice number. To ensure prompt service, shipments must be properly packaged (printed circuit boards must be packaged using anti-static packaging and must be wrapped in foam) and identified with the RA # on the outside of the box and on the packing list. If a defective part is not returned within thirty (30) days of receipt of an RA # from Seller, Buyer shall be liable for the current list price of such replacement part.

10.2 Seller will accept the return of parts ("Returns"), at no charge to Buyer, for credit up to thirty (30) days from Buyer's receipt of Seller's RA # in accordance with the following guidelines:

10.2.1 Buyer must obtain an RA # from Seller. Buyer must provide Buyer's original purchase order number and Seller's invoice number when requesting the RA #. Buyer must be prepared to give the Seller a detailed explanation of the problem or reason for return. The RA # must be clearly marked on the outside of the Return package and on the packing list to avoid processing delays. The RA # will be valid for a period of thirty (30) calendar days from the date of issuance. Returns received by Seller after that time are subject to further evaluation and potential return to Buyer.

10.2.2 Returns will not be accepted for parts (i) designated as customized or make-to-order or (ii) determined to be obsolete or non-active.

10.2.3 All Returns must be new or in "as purchased" condition.

- 10.2.4 Buyer is responsible for ensuring that Returns are properly packaged. Credit will not be issued if Returns are damaged due to improper packaging. PC boards must be in their original, unopened packaging.
- 10.2.5 Returns must be shipped freight prepaid by Buyer.
- 10.2.6 Any Returns returned thirty (30) to ninety (90) days from the time of invoice will be subject to a 15% restocking charge. Any Return requested after ninety (90) days will be granted at Seller's discretion.

11. Design Ownership; Licensed Software

Any specifications, drawings, or other technical information, data, tools, dies, patterns, masks, test equipment, software and any other item designed, supplied, or created by Seller in performance of Buyer's order shall remain the exclusive property of Seller, and no right, title or license in any such item or design is hereby granted to Buyer. Buyer acknowledges that Seller's and/or third-party software is licensed to the original End-User for use with the Product with which it is delivered and that title to and all ownership interests are retained by Seller and/or the third-party owner.

12 Taxes

- 12.1 For US based buyers, all prices quoted are exclusive of applicable sales, use, excise or other taxes or fees of any nature whatsoever due upon sale of Products. Any such taxes or fees imposed by federal, state, or local law will be added to the invoice and are the responsibility of the Buyer. In the event Seller is required by a third party to pay any such tax or fees, Buyer shall reimburse Seller therefor promptly upon notice by Seller. Buyer hereby indemnifies Seller against any claims, penalties or suits arising from failure to pay any such tax or fees as may be legally due. If your organization is exempt from sales or use tax, please provide a valid exemption certificate at the time of order placement. Failure to provide such documentation will result in the appropriate tax being applied.
- 12.2 For non-US based buyers, all prices quoted are exclusive of applicable sales, use, excise, turnover, VAT, GST, customs fees or other taxes, duties or fees of any nature whatsoever due upon sale or importation of Products. All such taxes, duties or fees are the responsibility of Buyer and Buyer shall pay to the appropriate collection authority all applicable taxes, duties or fees due upon sale or importation of Products. Alternatively, Seller may add to the invoice any such taxes, duties or fees due upon sale to Buyer or importation of Products by Buyer. In the event Seller is required by a third party to pay any such tax, duty or fees, Buyer shall reimburse Seller therefor promptly upon notice by Seller. Buyer hereby indemnifies Seller against any claims, penalties or suits arising from failure to pay any such tax, duty or fees as may be legally due.

13. Insolvency and Assignment

Either party shall have the right to cancel any order if the other party becomes bankrupt or makes a general assignment for benefit of creditors. Buyer may not assign any of its rights or obligations hereunder without the written consent of Seller, which will not be unreasonably withheld.

14. Law

These Terms and Conditions shall be governed by, subject to and construed according to the substantive laws of the State of Connecticut, notwithstanding the conflict of laws provisions. In the event these Terms and Conditions are not enforceable under such laws for shipments to the People's Republic of China ("PRC"), these Terms and Conditions shall be governed by and construed in

accordance with the laws of the PRC. The United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. For shipments outside the U.S. and PRC, disputes shall be resolved by arbitration under ICC Rules seated in Singapore, with English as the language.

15. Dispute Resolution

If a dispute between the parties cannot be amicably resolved within six (6) months of the date upon which a written complaint is first made, then such disputes may otherwise be resolved, but only by:

- 15.1 For shipments to the PRC - arbitration submitted to CIETAC Hong Kong Arbitration Center in accordance with the CIETAC arbitration rules in effect at the time of applying for arbitration. The language to be used under the arbitration shall be English. Any award given under the arbitration shall be final and binding upon the parties thereto, and judgment upon the award entered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 15.2 For all other shipments - commencement in a court of competent jurisdiction in the State of Connecticut, USA. The parties also agree that Connecticut law shall govern such litigation, and that neither arbitration nor mediation shall be used to resolve any dispute unless a prior written agreement to do so is executed by both parties. The parties consent to personal jurisdiction over them by such courts.

16. Export

Buyer shall comply with all applicable U.S. export control laws, regulations, and licensing requirements (including the Export Administration Regulations and International Traffic in Arms Regulations). Buyer shall not export, re-export, or otherwise transfer the Products, or any technical data or services related thereto, to any other legal entity, individual, or jurisdiction without first obtaining all required U.S. government licenses or written authorizations. Buyer further agrees not to sell, lease, transfer, or otherwise provide the Products to any third party, including affiliates or subsidiaries, without Seller's prior written consent and verification of compliance with applicable U.S. export laws. Buyer shall provide Seller with end-use and end-user certifications upon request.

18. Severability, Headings

Any provision hereunder found to be legally unenforceable under Connecticut law or PRC law, as applicable, shall be deemed deleted and replaced with a legally enforceable provision having the closest possible intent. All other provisions shall remain in full force and effect. Headings and subheadings are for convenience only and shall not be construed to limit the applicability of individual provisions or sub provisions.

19. Credits

Training credits and service hour credits must be used within eighteen (18) months of order date unless otherwise specified. Any unused training credits or service hours credits remaining after such specified time frame will be forfeited.

20. Confidential Information

- 20.1 "Confidential Information" shall mean any information relating to Seller's business, financial condition, client lists, client files, strategies, plans, costs of procedures, overhead costs, operations, concepts, products, including the Products themselves, parts, design, layout, images, language, source

code and other software, accompanying documentation for any existing or proposed product or service, research, development, testing, the performance of any prototype related to any existing or proposed product or service, or any other information marked "confidential," "proprietary," or with a similar legend or by its nature would be understood by a reasonable person to be proprietary or confidential. All Confidential Information is provided "AS IS".

- 20.2 Buyer shall hold in confidence and safeguard Confidential Information received from Seller and shall exercise the same degree of care to prevent disclosure to others as it takes to preserve and safeguard its own Confidential Information, but in any event, it shall exercise no less than a reasonable degree of care. Further, internal disclosure by Buyer shall be limited to only those of its employees who are bound by confidentiality obligations at least as protective as those set forth herein and who have a direct need to know such Confidential Information. Internal copying of Confidential Information by Buyer shall be kept to the minimum necessary for the efficient conduct of its business, and all confidentiality labels shall be reproduced in full on all copies, whether whole or partial.
- 20.3 Buyer may use Confidential Information solely for the purpose of determining whether entering into a further agreement with Seller is in the best interest of Buyer or for the purpose of facilitating an ongoing working relationship between itself and Seller or in the furtherance of its business obligations to Seller. Buyer may not use Confidential Information for any other purpose including, without limitation, the use of Confidential Information to compete with Seller or to enable any third party to compete with Seller. Buyer shall not reverse engineer, decompile, or disassemble Confidential Information without the prior written permission of Seller.
- 20.4 Buyer's obligations hereunder do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Buyer; (b) discovered or created by Buyer before disclosure by Seller; or (c) learned by Buyer through legitimate means other than from Seller or Seller's representatives.
- 20.5 Buyer's obligations hereunder shall survive for a period of five (5) years after receiving such Confidential Information from Seller.