

**EQUIPMENT PURCHASE AND SALE AGREEMENT
STANDARD TERMS AND CONDITIONS for EXTENDED PAYMENT TERMS**

1. PURCHASE AND SALE AGREEMENT: These Standard Terms and Conditions shall govern and constitute the applicable terms and conditions of sale of any equipment from RUGGED CONTROLS, LLC, a Washington corporation ("RC"), to a purchaser ("Purchaser"). The Standard Terms, together with any specific terms to which an authorized representative of RC may expressly agree in writing in a price quotation, purchase order, or otherwise ("Specific Terms"), constitute a single, integrated Equipment Purchase and Sale Agreement (the "Agreement") between RC and Purchaser, and this Agreement incorporates and supersedes all other agreements and understandings with respect to the subject matter hereof, regardless of whether Purchaser has initialed these Standard Terms to acknowledge its receipt of the same. RC hereby rejects and gives Purchaser notice of rejection of any different, or additional terms that may be proposed or contained in any document executed or delivered by Purchaser that have not been expressly incorporated into this Agreement. No other terms or conditions or modification of this Agreement shall be binding upon RC unless specifically accepted in writing by an authorized representative of RC. No terms or conditions of this Agreement may be modified, waived, or amended except by a writing signed by both parties. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by RC.

2. PRICING: Unless otherwise stated therein, prices quoted in the Specific Terms are valid for 30 days. The final price for the Equipment as determined in accordance with this Section is referred to as the "Price."

3. PAYMENT TERMS: Purchaser represents and warrants that it has sufficient financial assets and liquidity to timely make all installment payments of the Price when due in accordance with the Specific Terms. Purchaser authorizes RC to complete credit checks and other financial due diligence on Purchaser and any of its affiliates and owners, as reasonably necessary to verify such financial capability, and shall reasonably cooperate with any such due diligence. If client chooses to delay shipment of Equipment, the balance of the order or price shall be due not later than 30 days after delivery of notice of readiness to ship by RC to Purchaser, notwithstanding the payment dates identified in the Specific Terms. Any past due portion of the payment terms for the Equipment shall accrue interest at a rate of 2% per month, or to the maximum rate permitted by law, whichever is less, and Purchaser agrees to pay all such interest on demand.

4. TAXES: Purchaser shall pay directly or reimburse RC for payment of any and all applicable sales, use, excise or other taxes arising as a result of the purchase and sale of the Equipment pursuant to the Agreement. Purchaser is responsible for claiming and bears the risk of establishment the validity of any exemption Purchaser may seek to claim with respect to any such taxes, and shall indemnify, defend and hold RC harmless from any loss, cost or expense relating to the claiming of any such exemptions.

5. SHIPPING: Equipment and components will be shipped in one or more lots at the discretion of RC. All shipments are FOB Origin unless otherwise agreed in writing.

RC ships small parcel via UPS, FedEx, and DHL via prepay & add or collect on account. For larger shipments, LTL and air freight options are available on a per-order basis. We are happy to facilitate an ex-works pickup if another carrier is preferred.

Shipping insurance beyond the standard \$100 coverage will only be added upon request. All small parcel shipments will require a signature for delivery unless otherwise specified at time of order.

6. DELIVERY DATES: All delivery dates are approximate and are subject to revision due to engineering approval delays, availability of materials and components, and other causes beyond RC's control, including but not limited to unusual weather conditions, acts of God or government, accidents, any labor dispute (including lockouts), or damage to or breakdown RC's plant. RC will use its best efforts to meet promised delivery dates, but under no

circumstances shall RC be liable for any direct, or indirect, consequential, incidental liquidated or other damages for delay in delivery.

7. FIELD SERVICE: “Field Service” means the services of an RC factory-trained representative at the installation site of the equipment, and may include, without limitation, inspection, start-up observation, and operator training with respect to the equipment, along with subsequent investigation of warranty issues, any perceived operational difficulties, and Purchaser complaints or requests for service following expiration or services outside the scope of the Equipment warranty. Purchaser shall make all arrangements necessary prior to the arrival of an RC representative on the site to expedite any Field Service work that is requested. Field Service will be provided on a best effort basis. RC makes no representations or warranties of any kind, whether express or implied, and specifically disclaims, the same, with respect to any Field Service that is provided. Field Service representatives are not authorized representatives and do not have the power or authority to bind RC in any manner. Purchaser is hereby notified that it may rely solely on written manuals or instructions provided by authorized representatives of RC with respect to operation of the Equipment. This paragraph shall apply to any and all initial and subsequent Field Service provided to Purchaser.

8. CANCELLATION POLICY: Except as otherwise specifically set forth in the Specific Terms, Purchaser shall be liable for the labor and material costs incurred up to the point of cancellation. Furthermore, it is stipulated that custom force sensors, once the approval drawing is signed, are non-cancelable and non-refundable. Purchaser may give written notice to RC to cancel some or all of the contract, except as otherwise set forth in the Specific Terms, shall be obligated to pay the full time and materials (T&M) rates set by RC for all of the Equipment notwithstanding such cancellation.

9. GOVERNMENT STANDARDS: RC’s Equipment will be designed and manufactured to comply with federal and Washington State government occupational and health standards. The Purchaser is solely responsible for ensuring that the Equipment and operation of the Equipment complies with any other state or local laws, codes, ordinances, or regulations, and hereby releases and agrees defend, indemnify, and hold RC harmless from and against any claims related to any actual or alleged non-compliance therewith.

10. LIMITED WARRANTY: As its sole and exclusive warranty, express or implied (the “Warranty”), RC warrants that the Equipment and components thereof will be and remain free from defects in workmanship and materials and perform the general process function for which the Equipment is intended (as defined and described by RC in its written materials related thereto), for a warranty period commencing upon delivery of the Equipment and expiring 12 months after that date unless an extension is requested in writing and granted by RC at their sole discretion (the “Warranty Period”). RC will replace, modify or repair, at its sole option, any component of the Equipment that does not comply with such warranty standard during the Warranty Period, and at no charge to Purchaser, provided that (i) RC is notified in writing as soon as possible and not later than ten (10) days after discovery of such noncompliance by Purchaser and, (ii) if requested by RC, any component of the Equipment that is alleged by Purchaser to need warranty repairs is returned to RC by freight pre paid by the Purchaser. No Field Service is covered under the Warranty. Any Field Service provided by RC will not affect or modify the Warranty in any way. This Warranty does not apply to any defect or malfunction arising out of failure to store, install, operate, or maintain the Equipment in accordance with instructions by RC, or resulting from operation of the Equipment in conditions other than as defined or recommended by RC. Any modification or alteration of the Equipment, or repair or replacement of components of the Equipment by RC or a Field Service representative, shall void this Warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY RC WITH RESPECT TO THE EQUIPMENT, AND IS GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF ANY KIND THAT WOULD OTHERWISE BE AVAILABLE AT LAW OR EQUITY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOREGOING WARRANTY PROVISIONS AND THE LIMITATIONS SET FORTH THEREIN, AND HEREBY WAIVES, RELINQUISHES, ANY RELEASES RC AND ITS OFFICERS,

OWNERS, SHAREHOLDERS, EMPLOYEES, AND OTHER AGENTS OR REPRESENTATIVES, FROM ANY CLAIMS OR LIABILITIES WITH RESPECT TO ANY OTHER WARRANTIES THAT WOULD OTHERWISE BE APPLICABLE, WHETHER EXPRESS OR IMPLIED, AND WHETHER OTHERWISE AVAILABLE AT LAW OR IN EQUITY. PURCHASER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THIS WAIVER IS A NEGOTIATED AND MATERIAL COMPONENT OF THIS AGREEMENT, AND THAT RC HAS RELIED ON THIS WAIVER IN AGREEING TO ENTER INTO THIS AGREEMENT AND SELL THE EQUIPMENT TO PURCHASER.

11. EXCLUSIVE REMEDIES: Purchaser acknowledges that its sole and exclusive remedies for breach of the Warranty shall be (i) replacement or repair by RC of any defective part or component, or (ii) if the Equipment cannot be repaired or replaced, a cancellation of the balance of the lease period and return of the equipment to RC. Purchaser shall not be entitled to recover any other consequential, incidental, special or other form of damages, including but not limited to any costs incurred by Purchaser as result of any removal re-installation, such as crane rental or structural alteration or demolition, necessitated by factors over which RC has no control such as building design or configuration.

12. LIMITATION OF LIABILITIES: RC shall not be liable in contract, tort or otherwise for, and Purchaser hereby irrevocably waives any claims with respect to, any form of consequential, incidental, punitive, or liquidated damages, loss of use, cost of cover, extraordinary removal or re installation costs, or governmental fines or penalties arising out of failure of its Equipment to perform or be free from defects, late shipment, errors or omissions, or any other breach or failure to perform whatsoever.

13. INDEMNIFICATION: RC shall indemnify Purchaser from and against any claims, suits, or demands by others for property damage, personal injury or death arising out of the gross negligence or intentional misconduct of RC, including any RC subcontractors, employees, and agents, in the design or manufacture of its equipment, or for damages for patent infringement arising solely out of Equipment or components designed and supplied by RC. This indemnity obligation shall be void unless Purchaser provides prompt (within five days of discovery) written notice to RC of any occurrence that may require indemnification. Purchaser permits RC to assume the defense and settlement of any claim, suit or demand that could potentially be covered under this indemnity clause, and Purchaser agrees to cooperate in all respects with RC in defense and settlement.

14. TITLE AND SECURITY INTEREST:

(a) Title and Risk of Loss: Title to and risk of loss of the Equipment shall pass to Purchaser upon RC's tender of the Equipment to the carrier at RC's shipping point (FOB Origin), unless otherwise agreed in writing.

(b) Security Interest: Notwithstanding the transfer of title, Purchaser hereby grants RC a purchase money security interest (PMSI) in the Equipment and all proceeds thereof to secure payment of the Price and all other obligations under this Agreement. Purchaser agrees to execute and deliver any documents and take any actions RC deems necessary to perfect and maintain such security interest, including the filing of UCC-1 financing statements. Purchaser shall not sell, transfer, or encumber the Equipment until all amounts due to RC have been paid in full.

15. OWNERSHIP AND USE OF PROPRIETARY MATERIALS:

(a) As used in this Agreement, "Proprietary Materials" means any products, devices, computer programs, techniques, know how, algorithms, procedures, discoveries or inventions, whether patentable or copyrightable and whether reduced to practice, and all materials, texts, drawings, specifications, source code, data and other recorded information, in preliminary or final form and on any media whatsoever, that (i) is within the scope of RC's business, research or investigations or results from or is suggested by RC's creation or installation of the Equipment or performance of Field Service, and (ii) is created, conceived, reduced to practice, developed, discovered, invented or made by RC during the term of this Agreement, whether solely or jointly with others, and whether or not while engaged in creation, delivery, installation, or servicing of the Equipment.

(b) RC is and shall remain the exclusive owner of all Proprietary Materials regardless of the date of their creation. Purchaser hereby assigns and transfers to RC all right, title and interest that Purchaser may now or hereafter have in the Proprietary Materials. Purchaser will take such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as

may be requested by RC to confirm RC's right, title and interest in the Proprietary Materials.

(c) RC grants Purchaser a license to use any Proprietary Materials that have been incorporated into the Equipment for their intended purpose for the duration of the life of the Equipment. With the exception of such use, Purchaser will not disclose, publish or distribute any Proprietary Materials or use any Proprietary Materials for any other purpose.

16. GOVERNING LAW; CONSENT TO JURISDICTION: The transaction between Purchaser and RC shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without regard to the conflict of law principles of Washington or any other jurisdiction. Purchaser irrevocably submits to the nonexclusive jurisdiction of any state or federal court sitting in the State of Washington over any proceedings arising out of or relating to this Agreement or the subject matter hereof.

17. ARBITRATION: Any controversy or claim arising out of, or relating to, this contract or its breach shall be settled by arbitration conducted in Seattle, Washington in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party shall be compensated for all expenses associated with the arbitration deemed reasonable by the arbitrator(s).

18. ASSIGNMENT: Purchaser shall not assign any of its rights or obligations under the Agreement without the express prior written consent of RC, which consent may be withheld, delayed or conditioned in RC's sole discretion. The transaction between Purchaser and RC shall not be construed to confer or create a third-party beneficiary relationship with any other entity.

19. SURVIVAL: All agreements, representations and warranties made herein shall survive the execution and delivery of the Agreement and delivery of the Equipment and shall continue in full force and effect until the obligations of the parties under the Agreement have been satisfied in full.

20. NOTICES: All notices required or permitted hereunder shall be in writing, effective upon delivery, and shall be: (i) delivered in person, (ii) sent by recognized courier or overnight delivery service, (iii) sent by certified mail, postage prepaid, with return receipt requested, (such mailing to be deemed received on the sooner of actual receipt or 4 days after mailing), or (iv) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission), to the appropriate party at its address and telephone numbers set forth in the Specific Terms. Any party may designate different mailing addresses, facsimile and telephone numbers, or persons to which or to whom such notices or demands are thereafter to be addressed, but such change of address or change of party to be addressed notices shall be effective only upon actual receipt.

21. ATTORNEYS' FEES: In the event either party initiates arbitration or other legal proceedings to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to recover all costs of such litigation, including expert witness fees and attorneys' fees as allowed by law.