

## GENERAL TERMS AND CONDITIONS OF NIKON SLM SOLUTIONS NA, INC.

**1. Agreement.** These “**General Terms and Conditions**” form a binding agreement between Nikon SLM Solutions NA, Inc., a Delaware corporation, with its principal place of business at Nikon AM Technology Center, 3550 E. Carson St., Long Beach, CA 90808 USA (“**Nikon SLM**”) and the original purchaser of the products, equipment and/or services (the “**Goods**”) specified in the purchase order (the “**Customer**”). All current and future sales by Nikon SLM are governed by and subject to these General Terms and Conditions, as amended from time to time by Nikon SLM (the “**Agreement**”). This Agreement incorporates all additional terms and conditions stated in quotations, pricelists, invoices, order acknowledgments and other documentation furnished by Nikon SLM to Customer (“**Additional Terms**”). These General Terms and Conditions govern in the event of any conflict or inconsistency with any Additional Terms. Nikon SLM rejects any terms or conditions contained in Customer’s purchase order or other documents that are additional to or in conflict or inconsistent with this Agreement, and any such terms or conditions shall be without force or effect. If Customer has not otherwise agreed to these terms, Customer’s acceptance of delivery of, or full or partial payment for, the Goods will constitute Customer’s acceptance of these General Terms and Conditions.

**2. Orders.** All orders for Goods by Nikon SLM must be in the form of a purchase order. All purchase orders are subject to final acceptance by Nikon SLM evidenced by an order acknowledgment sent to Customer in writing. Following acceptance by Nikon SLM, purchase orders may not be changed or canceled without the prior written approval of Nikon SLM. Customer may request change to or cancellation of a purchase order by submitting a written request to Nikon SLM. Customer shall reimburse Nikon SLM for all expenses and losses resulting from any change or cancellation. In the event of any suspension of payment or the institution of any proceedings against Nikon SLM, or the initiation of any proceedings under provisions of the United States Bankruptcy Code in which Customer is a debtor, or for the appointment of a receiver or a trustee or an assignee for the benefit of creditors, Nikon SLM shall be entitled to cancel the order or any subsequently entered into agreement forthwith, without liability to Customer.

**3. Prices.** The prices for Goods are those as specifically quoted by Nikon SLM and are stated and payable in

U.S. Dollars unless otherwise agreed by both parties in writing. Except as otherwise stated in writing by Nikon SLM, quoted prices are subject to change by Nikon SLM without notice until an order acknowledgement has been issued by Nikon SLM; excepting an increase in price based on (i) an increase of raw material prices of more than 5 percent; (ii) currency regulations; (iii) changes in customs rates; or (iv) changes in suppliers, may be made at any time before the Goods are delivered to Customer. Prices quoted are exclusive of packaging/shipping and taxes as provided below.

**4. Taxes.** Customer agrees to pay any increased prices caused by rising raw material costs, and shall also pay all sales, use, VAT and excise taxes, tariffs, customs duties and other charges imposed on or measured by the sale of Goods (collectively, “**Taxes**”). Taxes shall be in addition to the prices charged by Nikon SLM. Applicable Tax exemption certificates must accompany any order to which the same applies.

**5. Payment Terms.** Unless otherwise agreed to in writing by Nikon SLM and Customer, the purchase price for the Goods shall be due within ten (10) days after Customer’s receipt of Nikon SLM’s invoice. All payments shall be made in U.S. Dollars and by wire transfer pursuant to instructions provided by Nikon SLM. Invoices not fully paid by the specified payment date are deemed overdue, and unpaid balances will accrue interest at the rate of 18% per annum or at the highest rate permitted by law, if lower. Nikon SLM will be entitled to suspend performance of any order or obligation to Customer until the Customer’s account is current.

**6. Customer Default.** In the event Customer is in default of any of the terms or conditions of this Agreement, including, without limitation, payment of Nikon SLM’s invoices in a timely manner or cancelling a “Build to Order” purchase order, Nikon SLM may: (a) defer or suspend further shipments of Goods until Customer reestablishes satisfactory credit; (b) cancel the unshipped or unperformed portion of any order and invoice Customer for incurred costs and reasonable profit without any liability for the Nikon SLM’s failure to ship or provide the Goods; (c) make shipment of the Goods to Customer on a C.O.D. or cash in advance basis; or (d) pursue any other remedy available under this Agreement or at law or equity. Customer will reimburse Nikon SLM for all expenses, costs, storage and packaging fees, including reasonable attorney and paralegal fees, incurred to

collect any delinquent account, enforce its rights under this Agreement, or pursue any lawsuit, arbitration, or other proceeding related to this Agreement.

**7. Title to Goods and Security Interest.** Title to and risk of loss of the Goods will pass to Customer upon delivery of the Goods to the carrier at the Nikon SLM's place of business. Customer grants Nikon SLM a security interest in the Goods and will keep the Goods properly stored, insured and identifiable as subject to Nikon SLM's lien until full payment is made by Customer for the Goods. Customer agrees that Nikon SLM shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to the Goods sold to Customer and may, among other remedies at law and equity, enter Customer's premises to repossess Goods for which payment is overdue and file financing statements to reflect its lien in the Goods. Customer agrees that it shall not pledge the Goods or transfer title to the Goods as security for a third-party. If the Goods are attached or otherwise seized by third parties the Customer shall advise Nikon SLM immediately in writing and notify the party seizing the goods of Nikon SLM's prior security interest in the Goods. If Customer does not comply with this requirement, Customer shall be liable for the damage incurred.

**8. Delivery.** Nikon SLM will have the Goods available, CPT (Cost Paid to destination airport – Incoterms 2020®), to Customer's carrier on the specified delivery date within a variance of 10 percent. Delivery dates specified in a quotation or order acknowledgment are estimates only and non-binding. Customer assumes risk of loss once the Goods are delivered to the first carrier (the "Shipping Date") or ten (10) days after Nikon SLM notifies Customer that the Goods are ready for shipping. Nikon SLM may deliver all of the Goods at one time or in portions from time to time at the reasonable discretion of Nikon SLM.

**9. Build to Order.** Customer agrees and acknowledges that the Goods are specialty items of equipment manufactured pursuant to designs, plans and specifications. In the manufacturing of Nikon SLM's Goods, Nikon SLM proceeds according to the "Build to Order" principle and reserves the contractually agreed time/space and resources in production for the Customer upon acknowledgment of Customer's purchase order. Customer acknowledges that it is legally bound to the binding purchase order and obliged to accept the Goods Build to Order.

**10. Cancellation.** Customer agrees that orders placed by purchase order can be cancelled only with Nikon SLM's written consent. In the event Nikon SLM approves cancellation of an order, Customer shall pay to Nikon SLM the following cancellation charges: (i) in case of cancellation within 0-3 weeks after purchase order placement, Customer agrees to pay Nikon SLM 25% of the purchase order value as compensation; (ii) in case of cancellation within 3-6 weeks after purchase order placement, Customer agrees to pay Nikon SLM 50% of the purchase order value as compensation; (iii) in case of cancellation within 6-9 weeks after purchase order placement, Customer agrees to pay Nikon SLM 75% of the purchase order value as compensation; (iv) in case of cancellation within 9 weeks or more after purchase order placement, Customer agrees to pay Nikon SLM 100% of the purchase order value as compensation in addition to any non-refundable transportation costs. Cancellation charges are due within thirty (30) days of receipt of Nikon SLM's invoice and all work in process paid for by Customer hereunder shall be delivered to Customer on an "as is" basis, as of the date of such cancellation at the sole cost and expense of Customer. For the avoidance of doubt, Nikon SLM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY SUCH WORK-IN-PROCESS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**11. Delay.** If Nikon SLM agrees in writing to a specified delivery date, delivery deadlines will be extended automatically for the duration of any delay caused by Customer or its suppliers/subcontractors including, without limitation: (i) Customer's failure to timely provide Nikon SLM with all documents, specifications, information, samples, specimens and other information and items which are required to manufacture the Goods; (ii) Customer's failure to make its facility or premises ready for installation of the Goods; or (iii) Customer's inability to provide technical resources and assistance needed for product assembly or similar services (such as installation, commissioning, set up/adjustment).

**12. Inspection.** Customer shall inspect the Goods delivered without undue delay after delivery to Customer (or a third-party recipient named by Customer)

and report any defects in writing within seven (7) days after delivery. If Customer does not provide written notice of any defects, Customer is deemed to have accepted the Goods. Insofar as delivered items are put into operation without reservation, this shall be deemed acceptance, irrespective of whether Nikon SLM still has to provide deliveries or other services. If Nikon SLM is required to install the Goods, an acceptance protocol will be produced after its completion, which must be signed by the Customer and Nikon SLM. In this report the defects are to be recorded which are known to the Customer at this time or which are obvious. If these defects are not recorded, Nikon SLM's performance shall be deemed to have been accepted without defects. The customer must return any Goods reported as defective to Nikon SLM at Nikon SLM's request at the customer's cost without undue delay. If the claim is justified Nikon SLM will refund the customer, the costs based on the most favorable means of dispatch; this shall not apply if the goods are at a location other than that of their designated use.

**13. Installation, Initial Operation and Service:** All material shall be installed by and at the expense of Customer. Should Customer request the services of Nikon SLM, such service shall be rendered and charged at Nikon SLM's standard rates at the time of performing the service pursuant to a separate purchase order, plus reasonable expenses including travel, hotel bills and living expenses. All field services shall be advisory only unless otherwise stated in the purchase order.

**14. Limited Warranty.** Nikon SLM provides a Standard Product Limited Warranty (the "**Warranty**") to the original Customer only. The Customer has no rights under this Warranty until Nikon SLM receives full payment of the purchase price of the Goods. Subject to the terms, conditions and limitations contained herein, Nikon SLM warrants its Goods against defective materials and workmanship for one (1) year from the Shipping Date. Nikon SLM, in its sole discretion, will repair or replace parts, assemblies, or subassemblies, or make a pro rata refund of the initial purchase price related to the defect. There is no other warranty. Customer shall prepay all shipping costs, taxes, duties, or other charges related to returning Goods to Nikon SLM. All specifications set forth in Nikon SLM's quotations, order acknowledgments, or other documentation remain subject to tolerances and variations consistent with usage of trade and remain approximate, including dimension, weight, and other details.

**15. Warranty Repairs.** Customer must allow Nikon SLM the time and the opportunity needed to examine the alleged defects and other complaints and to remedy the defects, if any; in particular Customer is obliged to give Nikon SLM access to goods concerned for such purposes or – where the goods are assembled or installed in a fixed manner – grant Nikon SLM access to the site. In urgent cases where operational safety is endangered or to prevent disproportionately large damage, Nikon SLM must be informed immediately, and Customer shall be entitled to take all necessary damage mitigation measures itself or through third parties and to demand reimbursement of the necessary expenses from Nikon SLM. Otherwise, Nikon SLM shall not be liable for the costs and other consequences arising therefrom. If the customer or a third party carries out improper repairs, Nikon SLM shall not be liable for the consequences arising therefrom. The same applies to any modifications to the product carried out without the prior consent of Nikon SLM. If there is in fact a defect, Nikon SLM shall bear the necessary costs of examination and subsequent performance, in particular the costs of transport, travel expenses, work and materials. Subsequent fulfilment shall not include removal of the defective item or re-installation of the defect-free item if the original obligations did not include installation. However, if a demand from the customer to remedy defects turns out to be unjustified Nikon SLM can demand that the customer refunds Nikon SLM the costs incurred hereby.

**16. Exclusions from Warranty Coverage.** The Warranty extends only to the Customer. The Warranty does not extend, and it is not transferable or assignable, to any subsequent purchaser or user, without the express written consent of Nikon SLM. The Warranty shall not apply to any claimed defect in or damage to the Goods arising out of or being caused by natural occurrences or disasters, corrosive products or natural conditions, deliberate or negligent acts, misuse, abuse, damage caused by or during transportation or storage, or improper or inadequate maintenance or usage beyond tolerances or specifications, or improper incorporation into equipment or other products by the Customer. This warranty shall not apply to used or refurbished goods supplied by Nikon SLM. As a condition to enforcement of any claim under this Warranty, Nikon SLM must be provided access to the original Goods for inspection, testing, repair, and/or remedy. The product must remain unmodified for Nikon SLM's inspection and testing. Any modification, replacement, attempted repair, self-help, or alteration of the Goods, or other product into which the Goods are

incorporated, without Nikon SLM's prior approval or before Nikon SLM inspects or tests the Goods shall render any warranty and claim null and void.

**17. Notice of Claim.** No repair, pro rata refund, or other remedy will be required or made unless Nikon SLM receives written notice of the claimed defect. Any claim of defect, including without limitation under the Warranty, must be made in writing to Nikon SLM within the one (1) year warranty period and within fourteen (14) days following discovery of the claimed defect; provided, however, that obvious or materials defects, or defects that an inspection of the Goods would reveal, must be submitted in writing within seven (7) days of delivery. Written notice shall be provided to Nikon SLM at the address shown in the Purchase Order. The written notice shall describe the defect and provide the customer's name, address, and the address and location of the Goods. Failure to give notice of a claimed defect as required herein shall constitute an absolute waiver and release of all claims Customer may have, and Nikon SLM shall have no liability, under this Warranty or otherwise, for that claimed defect. Customer shall not withhold or reduce payments on account of claims not accepted by Nikon SLM.

**18. DISCLAIMER OF IMPLIED WARRANTIES. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REMEDY OF REPAIR, REPLACEMENT, OR REFUND PROVIDED UNDER THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED, RELEASED, AND EXCLUDED, INCLUDING CLAIMS OF Nikon SLM's NEGLIGENCE. EXCEPT FOR THE LIMITED WARRANTY HEREIN, THE CUSTOMER ACCEPTS THE GOODS "AS IS" WITH ALL FAULTS AND ASSUMES THE RISK OF LOSS FOR ANY DEFECT OR NONCONFORMITY. CUSTOMER WAIVES, RELIEVES AND RELEASES NIKON SLM FROM ANY AND ALL CLAIMS, CAUSES OR RIGHTS OF ACTION, AND LIABILITY FOR ANY REDHIBITORY, PATENT, OR LATENT VICES OR DEFECTS IN THE GOODS EXCEPT AS SPECIFICALLY PROVIDED IN THE LIMITED WARRANTY.**

**19. WAIVER OF CONSEQUENTIAL DAMAGES.** Nikon SLM SHALL HAVE NO LIABILITY TO THE CUSTOMER OR ANYONE ELSE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT

LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE OR INCOME, DAMAGES CAUSED BY DOWNTIME, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE GOODS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON.

**20. LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL NIKON SLM'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED TWENTY-FIVE PERCENT (25%) OF THE PURCHASE PRICE OF THE GOODS.

**21. ACKNOWLEDGMENT:** CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO ITS ATTENTION, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THE AGREEMENT AND GOODS, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THESE WAIVERS AND LIMITATIONS.

**22. HAZARDOUS MATERIALS.** CUSTOMER ACKNOWLEDGES THAT THE GOODS MAY CONTAIN OR BE EXPOSED TO HAZARDOUS, TOXIC OR FLAMMABLE MATERIALS INCLUDING, WITHOUT LIMITATION, METAL DUST AND/OR FRAGMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT Nikon SLM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY HARMFUL EFFECTS WHICH MAY BE CAUSED BY EXPOSURE TO THE GOODS CONTAINING HAZARDOUS, TOXIC OR FLAMMABLE MATERIALS SOLD BY NIKON SLM UNDER THIS AGREEMENT. Customer shall implement precautionary measures to prevent conditions and to avoid exposure by Customer's employees, agents or subcontractors of every tier to such hazardous or toxic Goods. Customer covenants and warrants that it shall fully comply with all applicable health and safety laws, rule, regulations, codes, ordinances, and orders relating to workplace safety and the use, handling and storage of the Goods. Customer further covenants and warrants that it will adequately warn its employees, agents and subcontractors of every tier who may come into contact with the Goods of the above-described health risks and required protective measures.

**23. Force Majeure.** All deliveries are subject to modifications or cancellation due to events beyond Nikon SLM's reasonable control, including without limitation acts of God, compliance with any law, order, rule or



regulation of any governmental or other authority, **export laws or restrictions**, war, supply chain disruption, delay in transportation, labor disputes, strikes, pandemics, failure of equipment or systems, or shortages of any labor or materials or services ("**Force Majeure Events**"). Nikon SLM will not be liable for any loss of profit or property, or for any direct, indirect, special, incidental, consequential or other damages caused by any delay or failure to deliver the Goods because of Force Majeure Events. If Customer causes or requests a delay in the manufacture or delivery of any Goods, Customer will reimburse Nikon SLM for all resulting damages, including without limitation reasonable storage expenses. Customer shall acquire and maintain sufficient property and casualty insurance to cover any loss or risk of loss to any Goods.

**24. Modifications.** No person at Nikon SLM other than its *chief executive officer* has the authority to modify, expand or extend the Warranty, to waive any of the limitations or exclusions of the Warranty, to make any different or additional warranties with respect to any Goods, or to alter, amend, or undo any term of sale. Any such alteration is not effective unless stated in writing signed by an authorized officer at Nikon SLM. All other statements and representations are null and void. Clerical errors, however, are subject to correction by Nikon SLM.

**25. Intellectual Property & Confidentiality.** Customer acknowledges Nikon SLM's ownership of all trademarks, service marks, copyrights, imprints, rights of publicity, patents, design patents, registered designs, industrial designs, trade dress, product design, trade secrets and other intangible rights relating to the Goods ("**Nikon SLM Intellectual Property**") and agrees that Customer shall have no right, title, or interest whatsoever in any Nikon SLM Intellectual Property. Customer shall keep confidential all sales literature, prices, discounts, specifications, designs, processes, drawings, and other technical or proprietary information disclosed by Nikon SLM to Customer. Subsequent use of Nikon SLM drawings and/or Nikon SLM Intellectual Property for any reason is expressly prohibited without the written authorization by, and payment to Nikon SLM.

**26. Period of Limitations.** No claim, suit, or other proceeding arising out of or related to the Goods or this Agreement, including without limitation the Warranty, may be brought by Customer after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

**27. Indemnity.** To the fullest extent permitted by law, Customer agrees to indemnify and hold Nikon SLM, as well as its officers, agents, employees, and representatives, harmless from and against all claims, causes of action, liabilities, losses, damages, judgments, and proceedings, whether based in contract, quasi-contract, subrogation, tort, strict liability, or any other legal or equitable theory, including without limitation all expenses, costs, damages or injury to person or property, and attorney fees and professional costs incident thereto, arising from or relating to the use, handling, storage, transportation, possession, processing, fabrication, resale, or any other activity involving the Goods after risk of loss has passed to Customer, or relating to any extension or attempt to extend the Nikon SLM's Warranty to anyone other than Customer. At Nikon SLM's request, and subject to Nikon SLM's sole discretion to choose its own counsel, Customer shall also defend the Nikon SLM from any such claims, causes of action, or proceedings.

**28. Applicable Law.** This Agreement shall be considered to have been made in Michigan, USA, and shall be governed by and interpreted according to laws of said state, without giving effect to conflict of law principles.

**29. Forum Selection and Jurisdiction.** The courts of the State of Michigan, USA, shall have exclusive jurisdiction over any action, suit or proceeding with respect to this Agreement, and the Parties hereby irrevocably waive, to the fullest extent permitted by law, any objection that they may have, whether now or in the future, to the laying of venue in, or to the jurisdiction of, any and each of such courts for the purposes of any suit, action, proceeding or judgment and further waives any claim that any such suit, action, proceeding or judgment has been brought in an inconvenient forum, and the Parties hereby submit to such jurisdiction.

**30. Independent Contractor.** Nikon SLM is an independent contractor under this Agreement. Nothing in this Agreement shall be deemed to make Nikon SLM or its employees or agents an employer, employee, partner, or joint venturer of Customer. There are no third-party beneficiaries to this Agreement.

**31. Export.** If the Goods are to be exported, this order is subject to the Nikon SLM's ability to obtain export licenses and other necessary papers within a reasonable period. Customer will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Customer shall not re-export the Goods if the re-export would violate United States export laws. Customer shall

be responsible for obtaining and maintaining, at its cost, all legally required approvals, licenses, permits, registrations, certifications, and other documents relating to the importation and/or exportation of the Goods. Customer shall be responsible for all cost and expenses relating to the Goods transit across another country's border.

**32. Miscellaneous.** If any provision or individual term of this Agreement is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the Nikon SLM.

**33. Compliance, anti-corruption regulations.** The Customer warrants that it acts in accordance with applicable statutory provisions, in particular antitrust law as well as regulations on combating corruption and money

laundering and other criminal law provisions. Customer is responsible for compliance with the national laws, ordinances and safety regulations that bind Customer, in particular with regard to approval, installation, operation, maintenance, repair or resale of the Goods. Customer shall comply with Nikon SLM's Code of Conduct for Suppliers and Business Partners. If there is a justified suspicion that the customer is in breach of the above obligations, Nikon SLM shall be entitled to withdraw from the contract if Nikon SLM cannot reasonably be expected to continue with the contract. In the event of such termination (i) Nikon SLM shall be released from any obligation to perform under the Agreement, (ii) the Customer shall be obliged to indemnify Nikon SLM and Nikon SLM's employees against any and all damages to the extent such damages are based on a breach by Customer of its obligations under this clause.

**Version 2, dated: April 8<sup>th</sup>, 2024**