



PCT Ebeam and Integration, LLC Standard Terms & Conditions of Sale

ASSIGNMENT: This agreement may not be assigned by BUYER without the written consent of PCT Ebeam and Integration, LLC; hereinafter referred to as SELLER. The SELLER may assign this Agreement if such assignment is in connection with the sale of substantially all of its assets.

CONTRACT: All orders are subject to acceptance by SELLER. Any acceptance by SELLER of BUYER'S order is expressly made conditional on BUYER'S assent to any additional or different terms and conditions contained herein, and all sales and charges of the products listed herein shall be, in the case of conflict between the terms and conditions of BUYER and SELLER, interpreted and governed exclusively by the terms and conditions contained herein. SELLER shall not be bound by any terms and conditions proposed by BUYER, whether in its purchase order or otherwise, which are additional to or different from the terms and conditions set forth herein, unless and only if accepted in writing by a principal officer of the SELLER or his designated representative.

SCOPE CHANGE: Changes affecting goods, delivery date, or otherwise affecting the scope of the order, are to be documented in writing and subject to prior approval by SELLER. Changes approved by SELLER may result in price, delivery, specification, and/or other changes.

SUBSTITUTIONS: Unless specifically restricted on a purchase order, the SELLER reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit and function, in place of the products quoted or ordered.

TAXES: With regard to sales of equipment not installed by SELLER, the amount of all present and future taxes and governmental charges upon the production, shipment, sale, installation, or use of the equipment covered hereby shall be added to the price paid by the BUYER. With regard to contracts for the installation of equipment by SELLER, the amount of all present or future taxes and governmental charges upon labor or the production, shipment, sale, installation or use of the equipment covered hereby are not included in the price and, unless otherwise stated in the proposal, shall be added to the proposal price and paid by the BUYER.

FORCE MAJEURE: SELLER shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the BUYER, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials, or manufacturing facilities. In the event of such delay, the date or dates for performance hereunder by SELLER shall be extended for a period equal to the time lost by reason of the delay.

SHIPMENT: BUYER is to pay all shipping, insurance, and related expenses. Scheduled or stipulated shipping dates are approximate and based upon prompt receipt of all necessary information from BUYER. If shipment is delayed at the request of, or due to acts or omissions by BUYER, SELLER shall have the right to store items related to this project at a place of its own choice at BUYER'S risk and expense.

DAMAGE OR LOSS: In the case of equipment not installed by or under the supervision of SELLER, SELLER shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of SELLER, SELLER shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter pending installation or completion of installation or full performance by SELLER, the BUYER agrees promptly to pay or reimburse SELLER in addition to or apart from any and all other sums due or to become due hereunder, an amount equal to the damage or loss so occasioned.

TRAVEL: Any travel, lodging, or incidental expenses, due to a request by the BUYER, will be invoiced as additional expense to this mutually acceptable contract.

ACCEPTANCE AND WARRANTIES: For purposes of final billing, final payment, release of retention, start of warranty period, and all other matters, acceptance of the work shall occur on the earliest following events: (a) the date of first use by the BUYER or first use for the benefit of the BUYER, whether such use is partial or complete; (b) the date of completion of the start-up or commissioning; (c) thirty (30) days after SELLER has delivered to BUYER the matter under the contract, or three (03) months after SELLER has been caused to stop work for any reason beyond SELLER'S control. SELLER shall be deemed to have fulfilled its agreement and warranty period shall commence if BUYER accepts the equipment, or any one of the preceding (a-c) conditions are met. SELLER'S resources on Stand By while BUYER is running production or maintaining equipment shall be billed at SELLER'S Field Service Engineer rates as an addition to the quoted price, unless such Stand By services are specifically referenced in writing and included as a line item in the quotation.

Stand By shall be defined as any time during Installation, Start up and/or Commissioning arising out of no fault of SELLER, and/or SELLER sub-contracted resources that SELLER resources and/or SELLER sub-contracted resources are unable to perform work on the matter under contract for any reason, whether such work is deemed warranty or not warranty.

LIMIT OF LIABILITY: In no event, regardless of cause, shall SELLER assume responsibility for or be liable (a) for penalties or penalty clauses of any description, or (b) for indemnification of BUYER or others for costs, damages, or expenses each arising out of or related to the goods or services of this order or for certification unless otherwise specifically provided herein or (c) for indirect, incidental, special, or consequential damages under any circumstance including any loss, injury, or damages. SELLER'S maximum liability, including direct damages, shall not exceed the amount of the purchase order. This limitation of SELLER'S liability will apply regardless of the form of action, whether in contract or tort, including negligence.

CLAIMS FOR SHORTAGES: Each shipment shall be examined by the BUYER immediately upon receipt thereof, and any claim for shortage or any other cause must be reported to SELLER promptly after such receipt.

TERMS OF SALE: All SELLER proposals, all acceptances of BUYER'S orders, and all sales by SELLER are expressly limited, and expressly made conditional upon the BUYER'S acceptance of and assent to the Standard Terms and Conditions of Sales as set forth herein, notwithstanding receipt of, or acknowledgment of, the BUYER'S order form or specifications containing additional or different

provisions, or conflicting oral representations by any agent or employee of SELLER. No waiver, change, or modification of any terms or conditions shall be binding on SELLER unless made in writing and signed by an officer or authorized manager of SELLER.

CANCELLATION AND TERMINATION: Any order or contract may be terminated by the BUYER only by written notice and upon payment to SELLER of reasonable and proper cancellation charges, including but not limited to all labor, facility, and equipment costs identified in the order of contract and which have been incurred prior to the date of notice of cancellation. All additional costs resulting from the cancellation and fifteen percent (15%) of the final net price will be included in the cancellation charges to compensate for disruptions in scheduling, planned production, and other direct costs. Payment shall be made within thirty (30) days from date of invoice. SELLER shall have the right to cancel any order or contract at any time by written notice for any breach of the order or contract by the BUYER, or by government action and SELLER shall be entitled to collect cancellation charges as identified above.

GOVERNING LAW: These Terms and Conditions of Sale shall be construed in accordance with the law of the State of Iowa, USA

REGULATORY LAWS AND/OR STANDARDS: SELLER makes no promise or representation that its product will conform to any federal, state, or local laws, ordinances, regulations, codes, or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between BUYER and SELLER. SELLER prices do not include the cost of any related inspections or permits for inspection fees.

NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OF ASSISTANCE: If SELLER provides BUYER with assistance or advice which concerns any parts/products/service supplied hereunder, or any system or equipment in which any such part/product, service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not be subject to any liability, whether based in contract, warranty, tort (including negligence) or otherwise.

SECURITY: BUYER understands that BUYER is responsible for securing its own equipment, facilities, computers, systems, and networks. Unless such service is specifically identified as included in the work provided by SELLER in its proposal, SELLER is not responsible for attaining any level of security in BUYER's computer systems, and therefore shall not be liable for any breach of security to BUYER's computer systems and networks arising from or in connection with its work. SELLER shall make reasonable efforts to avoid introducing any computer virus, Trojan, worm, or other malware to BUYER's system, but SELLER makes no representations, warranties, guarantees, or assurances regarding the security of BUYER's equipment, facilities, system, or network.

BINDING AFFECT: These Terms and Conditions shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

LIMITATION: Any action or suit against SELLER arising in any way from these Terms and Conditions must be commenced within one (1) year from date of delivery.



SEVERABILITY: The invalidity of any segment of these Terms and Conditions shall in no way operate to invalidate any other portion and, except for the invalid segment, the entire balance of these Terms and Conditions shall be and remain in full force and effect.

ENTIRE AGREEMENT: All previous oral and written communications of the parties for the sale of goods are abrogated. The parties agree that there are no other agreements or warranties, except as contained in these Terms and Conditions and the accompanying quotation. These Terms and Conditions and the accompanying quotation are the final, complete, and exclusive expression of the parties' agreement.

Integration Service Rates

Effective January 1, 2025

Integration Services	Cost/Hour
Principal Engineer/Principal Specialist	\$190.00
Manager/Project Manager	\$170.00
Senior Engineer/Senior Specialist	\$150.00
Engineer/Specialist	\$140.00
Senior Technician/Senior Designer	\$130.00
Technician/Designer	\$110.00
Craftsman	\$100.00

Overtime: An overtime rate of 1.5 times the effective billing rate will be charged to the customer for any time accrued over eight (8) hours per weekday and for all time on a Saturday. A double-time rate of 2.0 times the effective billing rate will be charged to the customer for any time accrued on Sundays and on any PCT observed holidays.

Travel: Travel time will be billed at a rate of 0.5 times the effective billing rate. Travel costs (consisting of fees for airfare, cabs, car rental, and any other miscellaneous travel fees) will be billed to the customer at cost. Meals will be billed \$75/day or according to per diem allowance rates published by the General Services Administration, whichever is higher. Travel by automobile will be billed at the current IRS mileage rate. If any penalties or fees are incurred due to Customer requested schedule changes, the Customer will be billed for any non-refundable expenses, including any penalties incurred.

Shipping: Parts and materials supplied in conjunction with service labor will be priced in accordance with the prevailing prices and terms. Any shipping related to a service project, install or warranty work will be prepaid and added to the invoice at published cost unless otherwise agreed in writing.

Material Costs: Material and equipment purchases for T&M will be billed at cost, plus 25%.

Invoice and Payment: A summary of hours and tasks performed will be prepared for the customer. The minimum billing increment is one-half (½) hour. PCT will invoice the Customer or upon completion of the service activity. All payments are due net thirty (30) days from invoice date unless otherwise negotiated in advance.

Limit of Liability: In no event, regardless of cause, shall PCT Ebeam and Integration, LLC, assume responsibility for or be liable (a) for penalties or penalty clauses of any description, or (b) for indemnification of BUYER or others for costs, damages, or expenses each arising out of, or related to, the goods or services of any order or for certification unless otherwise specifically provided or (c) for indirect, incidental, special, or consequential damages under any circumstance including any loss, injury, damages or loss of production.