



General Terms and Conditions of Sale

(Effective from June 2024)

1. Contract Formation.

These North America (USA) General Terms and Conditions of Sale apply to purchases of engineering services and equipment ("Products") from Atlantic Bearing Services ("Seller") in response to a written quotation ("Quotation") presented to the customer ("Customer") listed in the Quotation by an authorized Seller's representative. Seller's Quotation is subject to withdrawal at any time before acceptance. Customer accepts by signing and returning the Quotation or by sending a purchase order in response to the Quotation. Upon Customer's acceptance, Seller's Quotation and any documentation attached thereto, as well as these general terms and conditions, shall constitute the entire agreement relating to the Products covered by the Quotation. Any and all Customer terms and conditions are hereby rejected and shall be of no effect.

2. Price.

Customer's price is stated in the written Quotation. Published and quoted prices are subject to change without notice, unless a specific period is stated in the Quotation for which Seller agrees to hold prices constant. If delivery is delayed at Customer's request beyond the originally scheduled delivery date, prices are subject to revision.

3. Taxes.

Prices do not include sales, use, gross receipts, excise, value-added, assessment related thereto or any similar transaction or consumption taxes (collectively, "Taxes"). Seller shall collect or seek reimbursement for any such Taxes from Customer. Such Taxes shall be separately stated on Seller's invoices to Customer. Customer shall pay any such Taxes that may be levied on or assessed against Customer or Seller and Seller's subcontractors or furnish to Seller evidence of exemption therefrom.

4. Payment Terms.

Payments shall be made by wire transfer at a U.S. bank timely designated in writing by Seller. Seller is under no obligation to accept payments if the funds do not originate from accounts in the name of Customer. Terms of payment shall be as stated in the Quotation. If terms of payment are not stated in the Quotation, payment for all Products shall be made in full and without set off prior to shipment. If Products are delivered in installments, Customer will pay for each installment in accordance with the payment terms specified above. Delays in delivery shall not extend terms of payment. If Customer has a good faith dispute regarding payment for a particular Product, such dispute shall not entitle Customer to withhold payment for any other Product purchased from Seller. Interest shall accrue on past-due amounts at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer will reimburse Seller for reasonable costs (including attorneys' fees) relating to collection of past due amounts.



5. Banking Fraud.

Customer recognizes that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Seller nominated bank account or mailing instructions may only be changed after (a) written notification of a change is provided by Seller (the "Request") and (b) Customer verifies the Request before making any payment by (i) sending a new email (not replying to the initiating email) to the correct Seller's account manager's email address asking for verification; or (ii) verbally confirming any new or changed bank transfer or mailing instructions by calling Seller at +1 305 592 4404 and speaking with Seller's account manager before mailing or transferring any monies using the new instructions; or (iii) sending a request for verification by registered mail to Seller's physical address as shown in Seller's website. Customer is solely responsible for ensuring that (i) it is communicating with the correct Seller's account manager and (ii) any notification of a change to Seller's mailing instructions or nominated bank account is not a fraudulent attempt to redirect payments to an incorrect account.

6. Title and Risk of Loss.

Unless otherwise indicated in the Quotation, shipping terms are F.O.B Place of Shipment Seller's Miami Warehouse Florida UCC. Consistent with such terms, title and all risk of damage or loss to the Products shall pass from Seller to Customer upon delivery to the carrier at the Company's warehouse for shipment to Customer. If different shipping terms are indicated in the Quotation, title to Products and risk of loss shall pass to Distributor in a manner consistent with those shipping terms.

7. Delivery.

Seller will attempt to meet delivery schedules. However, any shipment quotation or forecast is only an estimate of the time required to make shipment and Seller will not assume liability because of any delay or failure to deliver all or any part of any order for any reason. Seller reserves the right to allocate inventories in any way it deems desirable.

8. Inspection.

Customer shall examine the Products promptly upon receipt. Customer shall be deemed to have accepted delivery of the Products unless a valid written notice of rejection, due to defect in the goods or non-conformance to the order, is received by Seller within ten (10) days of Customer's receipt of goods. No such claims made after such period need be considered by Seller.

9. Installation.

If Seller is responsible for installation services, Seller shall install the goods at Customer site. Products must have been nationalized and available at the site at least two (2) weeks prior to commencing installation works. Any rigging, air conditioning, main water manifold, main power supply and other necessary for equipment operation are responsibility of Customer. It is understood that proper electrical service for operation of the Products will be brought to the safety switches and outlets by Customer, and that Customer will supply all of the necessary conduits, connectors, wiring, Unitrust steel with associated hardware or



similar support in the ceiling, plumbing, carpentry, construction work, as well as any required rigging. If for any reason final assembly, installation or electrical connections are made by other than Seller's own employees, its affiliates, distributors, agents, subcontractors or suppliers, the cost of such outside labor will be solely borne by Customer. It is understood that should anything additional be required for the installation, it will be supplied by Customer at its sole expense.

Upon completion of installation of the Product, Seller shall perform prescribed tests to determine that Product is operating in conformance with published performance specifications for the Product (the "Specifications"), utilizing factory-specified calibration and test procedures and instruments. The criteria for testing shall be Seller's or manufacturer's applicable equipment performance specifications. When Seller is satisfied that Product is operating in conformance with the Specifications, Seller shall produce, document and present to Customer one or more "Certificates of Installation" pertaining to each type of Product.

10. Warranty. Seller warrants to Customer that the goods are free from defects in materials and workmanship for a period of twelve (12) months from delivery, and that all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. shipment. Seller will repair or replace, or reperform the service, at its option, any defective Products in accordance with the above warranty at no charge, provided the defective item being replaced is returned to Seller, at Seller's cost, prior to repair or replacement. The warranty does not cover any defect or deficiency which results from (i) any improper storage, handling, use or maintenance of the Products; (ii) failure to follow any of Seller's instructions or recommendations; (iii) using or combining the covered Products with any tools, equipment, supplies, accessories, or any other item, except as specified in the Products specifications; (iv) any of Customer's designs, specifications or instructions; (v) any cause external to the Products as furnished by Seller or beyond Seller's reasonable control, including, but not limited to, humidity, weather issues, or force majeure events; (vi) the use of the Products in a manner or environment or for any purpose for which the Product was not designed, or in violation of Seller's recommendations or instructions on use;; and (vii) any alteration, modification or enhancement of the covered Product by Customer or any third party not authorized or approved by Seller. Warranty term is not interrupted, nor suspended, nor extended because of the repair services provided by Seller.

SELLER'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY DEFECTIVE PRODUCTS SHALL