



SALE AGREEMENT FOR PTM DRUM ENCLOSURES

1. DESCRIPTION AND QUANTITY OF GOODS

1. **Goods.** Seller shall sell to Buyer, and Buyer shall purchase from Seller, PTM Drum Enclosures as described in Exhibit A attached hereto and incorporated herein by reference (the "Goods").
2. **Quantity.** Buyer shall purchase the quantity of Goods as specified in Exhibit A. Any modification to the quantity must be agreed upon in writing by both Parties.

2. SHIPPING AND DELIVERY

1. **Shipping Timeline.** Seller shall ship the Goods to Buyer within one (1) to three (3) weeks from the date of Buyer's order for in stock base models, depending on Seller's inventory availability. All other Goods or customizations, shipping determined per estimate. Seller shall notify Buyer of the anticipated shipping date within three (3) business days of receiving Buyer's initial payment.
2. **Shipping Expenses.** Buyer shall be responsible for all shipping expenses, including but not limited to freight charges, insurance, handling fees, and any applicable taxes or duties. Such expenses shall be invoiced to Buyer separately or included in the final payment amount due before shipping, at Seller's discretion.
3. **Transit Damage.** Any damage incurred during transit shall be the responsibility of the shipping carrier. Sellers shall not be liable for any damage that occurred during shipping or transit of the Goods. Buyer acknowledges that any claims for transit damage must be filed directly with the Seller according to the Seller's claims procedures per Section 3.3 Claims Process.
4. **Pre-Shipment Inspection.** It is Seller's responsibility to inspect and record the condition of each unit before shipping to ensure it leaves Seller's facility in perfect condition. Seller shall maintain photographic or video evidence of the condition of the Goods prior to packaging and shipping, which shall be made available to Buyer upon request in the event of a transit damage claim.



5. **Delivery Terms.** Unless otherwise specified in writing, all Goods shall be shipped F.O.B. Seller's facility. Title to the Goods and risk of loss shall pass to Buyer upon Seller's delivery of the Goods to the shipping carrier.
6. **Shipping Method.** Seller shall select the method of shipment and the carrier, unless Buyer specifies a particular method of shipment or carrier in writing at the time of placing the order, in which case Buyer shall bear any additional costs associated with such specified method or carrier.
7. **Pick up Option.** Buyer may, at its option, pick up the Goods from Seller's facility instead of having it shipped. Buyer shall notify Seller of its intent to pick up the Goods at least ten (10) business days in advance

3. DAMAGE AND REPAIRS

1. **Buyer's Responsibility.** Buyer shall be responsible for any damage that occurs upon receiving or opening the product. Buyer acknowledges that it has the responsibility to inspect the Goods immediately upon receipt and before signing the delivery receipt. Any visible damage to the packaging should be noted on the delivery receipt and reported to the carrier immediately.
2. **Transit-Related Damage.** Transit-related damage should be addressed directly with Seller, and Seller will coordinate with the shipping carrier. Buyer shall notify Seller of any transit-related damage within forty-eight (48) hours of receipt of the Goods and provide photographic evidence of the damage to facilitate the claims process.
3. **Claims Process.** To initiate a claim for transit-related damage, Buyer must:
 1. Retain all original packaging materials;
 2. Take photographs of the damaged Goods and packaging;
 3. Provide a written description of the damage; and
 4. Submit the claim to Seller within the timeframe specified in Section 3.2.
4. **Repair Costs.** Any repairs necessitated by damage that occurs after the Goods have been delivered to Buyer, including damage during unpacking or installation, shall be at Buyer's sole expense.



4. PRICE AND PAYMENT

1. **Price.** The purchase price for the Goods shall be as set forth in Exhibit A (the "Purchase Price").
2. **Payment Terms.** Buyer shall pay the Purchase Price as follows:
 1. Fifty percent (50%) of the Purchase Price shall be due upon Buyer's submission of an order ("Initial Payment"); and
 2. The remaining fifty percent (50%) of the Purchase Price, plus any applicable shipping expenses, shall be due before Seller ships the Goods to Buyer ("Final Payment").
3. **Payment Methods.** Payments shall be made by debit/credit card, check, ACH transfer or wire transfer, as specified by Buyer at the time of order. Buyer shall be responsible for any and all fees associated with the selected payment method, including but not limited to credit card processing fees, wire transfer fees, or returned check fees.
4. **Late Payments.** If Buyer fails to make the Final Payment within five (5) business days of Seller's notification that the Goods are ready for shipment, Seller may, at its option:
 1. Delay shipment until payment is received;
 2. Charge a storage fee of \$20 per day for each day the Goods remain at Seller's facility after the scheduled shipping date; or
 3. Cancel the order and retain the Initial Payment as liquidated damages.
5. **Taxes.** The Purchase Price does not include any applicable federal, state, or local sales, use, excise, or other taxes. Buyer shall be responsible for all such taxes, and Seller may add such taxes to the invoice or bill them separately to Buyer.

5. WARRANTY AND DISCLAIMER

1. **Limited Warranty.** Seller warrants that the Goods will be free from manufacturing defects for a period of one (1) year from the date of delivery to Buyer (the "Warranty Period"). This warranty is limited to manufacturing defects in materials and workmanship under normal use and service.
2. **Warranty Exclusions.** This warranty does not cover:
 1. Damage resulting from improper handling, storage, installation, or use;
 2. Normal wear and tear;
 3. Damage resulting from modifications or repairs made by anyone other than Seller;



4. Damage resulting from acts of God, accidents, misuse, abuse, negligence, or failure to follow Seller's instructions; or
5. Cosmetic damage that does not affect the functionality of the Goods.
3. **Form, Fit, and Function Disclaimer.** Seller does not warrant the form, fit, or function of the Goods for any particular purpose. Buyer acknowledges that it has selected the Goods based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller regarding the suitability of the Goods for any particular purpose.
4. **Warranty Claims.** To make a warranty claim, Buyer must:
 1. Notify Seller in writing of the alleged defect during the Warranty Period;
 2. Provide a detailed description of the defect and, if requested by Seller, photographic evidence of the defect; and
 3. If requested by Seller, return the defective Goods to Seller at Buyer's expense for inspection.
5. **Warranty Remedies.** If Seller determines that the Goods are defective within the meaning of this warranty, Seller's sole obligation shall be, at its option, to repair or replace the defective Goods. Seller shall not be responsible for any costs of removal, installation, transportation, or any other charges that may arise in connection with a warranty claim.
6. **No Returns; Final Sale.** All sales are final, and no returns will be accepted except for Goods that are determined by Seller to be defective under the terms of the limited warranty set forth in Section 5.1. Buyer acknowledges and agrees that it has no right to return the Goods for any reason other than a valid warranty claim.
7. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 5.1, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, 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.

6. LIMITATION OF LIABILITY

1. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING



NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

2. **Maximum Liability.** IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

7. GOVERNING LAW - VENUE

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
2. **Venue.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Azle and County of Tarrant, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
3. **THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.**

8. FORCE MAJEURE

1. **Force Majeure Events.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in



effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (each a "Force Majeure Event").

2. **Notice of Force Majeure Event.** The Party suffering a Force Majeure Event shall give notice within 48 hours of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

9. ENTIRE AGREEMENT; MODIFICATION; WAIVER

1. **Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
2. **Modification.** No modification of or amendment to this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party.
3. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10. SEVERABILITY

1. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



11. ASSIGNMENT

1. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder.

12. NOTICES

1. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth in the preamble to this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid in addition to DocuSign and email with delivery and read receipt). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.