

Terms & Conditions

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V1.1 - 24 July 2023

A. PRELIMINARY PROVISION

These terms and conditions shall govern the rights, remedies, and obligations of SOVDA regarding the sales from SOVDA of any Equipment and/or services (the "Services") related any purchase orders, quotes, agreements, statements of work, or other documents (the "Quote") to the exclusion of any all other terms and conditions which the Client may purport to apply or which are endorsed in any correspondence or document issued by the Client.

Acceptance of the Quote, any other agreement, payment of the invoice or submission of an order form by the Client constitutes acceptance of these Terms and Conditions and all related Annexes.

DEFINITION

The following terms used in this agreement shall have the following meanings:

"Client" means the person or entity who accepts the Quote, purchaser order, or other similar document from SOVDA

"SOVDA" means the provider of the Equipment and/or Services

"Equipment" means the machinery, materials, hardware, software, equipment, merchandise, tools, and products that SOVDA sells

"Services" means the commissioning, training, and installation services provided by SOVDA

"Quote" means the written offer by SOVDA to supply Equipment and/or Services, including the description of the Equipment and/or Services, the price, and any special conditions through a purchaser order, quote, agreement, statement of work, Order Form, or other similar document(s).

B. SCOPE OF SUPPLY – ADDITIONAL WORK & SCOPE CHANGE

a. Scope of Supply and Scope of Work

The Scope of Supply and Scope of Work shall be described in the Quote and in any annexes communicated by SOVDA. Sovda agrees to deliver the deliverables, in compliance with the requirements defined in the specification sheets of the equipment and in the Client Scope of Work. All Equipment and Services will be provided as stated in the Quote, or with any deviation as agreed to by the Client and SOVDA in writing. SOVDA may reasonably adjust its delivery schedules; late delivery or performance by SOVDA either in whole or part shall not give rise to any claim for damages which Client may have arising from and out of such late delivery or performance. SOVDA may make partial shipments of goods.

Transfer of Title and Risk of Loss.

Title to the Equipment shipped under this Agreement passes to Client upon the earliest to occur of: (i) delivery to Client, (ii) payment of any portion of the invoice by Client, (iii) Client's acceptance of the Equipment and Services; or (iv) SOVDA's tender of the Equipment to the shipping carrier. Title will transfer to Client even if SOVDA has not been paid, provided that Client will not be relieved of its obligation to pay for Equipment in accordance with the terms hereof.

Inspection and Acceptance.

Equipment is subject to Client's inspection and approval or rejection. Client shall have a reasonable period of time, not to be less than 7 days following delivery and installation ("**Inspection Period**"), to inspect all Equipment received under this Agreement and to inform SOVDA, in writing, of Client's rejection of any Nonconforming Equipment. Client may return to SOVDA any or all units of rejected Equipment that constitute Nonconforming Equipment because they exceed the quantity stated in this Agreement or any Quote. If Client rejects any other Nonconforming Equipment, SOVDA may elect (a) at SOVDA's sole cost, to repair or replace the rejected Equipment, or (b) repair the Equipment itself or have the Client or a third party repair the Equipment. All returns of Nonconforming Equipment to SOVDA are at Client's sole risk and expense. Equipment that are not rejected within the Inspection Period will be deemed to have been accepted by Client. This section does not apply to Nonconforming Equipment damaged in shipping, which is covered under "Shipping Terms."

Change and additional Work

If the Client requests to change the Quote or Order Form once the work has been accepted, SOVDA reserves the right to change the price and/or the duration of the work, with the scope including the original or/and the new scope of the work.

Price of additional Work

The prices of standard equipment are listed on the SOVDA website. Any agreed-upon prices for work only apply for the duration of the Quote, and a new requirement for the Scope of Work may result in a fee from SOVDA. Additional charges can be billed by SOVDA to the Client as defined

in the Annex: Client Scope of Work or as defined by available public Price. Client Scope of Work will prevail toward public price.

For SOVDA to perform the Commissioning & Training Service, the Client must fulfill all requirements listed in Annex: Client Scope of Work.

The annexes can always be requested by the customer at any time during the order process.

SHIPPING TERMS

All modifications to those Shipping terms must be mutually agreed upon before any confirmation of the quotation and may result in the modification of the time and cost of the provision of the Equipment. This section supersedes the section titled "Inspection and Acceptance" in this document.

LOCAL COMPLIANCE

While SOVDA equipment is CE-certified, SOVDA sells machines globally and cannot guarantee that the product complies with local regulations. In rare cases, a field inspection is required to meet local codes. The Client is responsible for understanding local regulations and the cost of performing any remediation or inspection if necessary. SOVDA products are not UL-listed or CSA-certified.

PAYMENT

PAYMENT METHODS

The preferred payment method is Direct transfer or ACH/Online Payment - All conditions are available per the annex document "[Sovda LLC Payment Options](#)"

PAYMENT PLAN

All Equipment and associated Services, including shipment, training, and/or commissioning, will be billed 100% in advance of departure from the factory.

Standard payment terms will be as follows:

50% Payment on order – non-refundable down payment -required to kick off order

50% Payment in full, ahead of departure from the factory

Any change to the standard payment terms must be mutually agreed upon by both Parties in writing.

It is the responsibility of the Client to make all payments in accordance with the agreed payment plan, and SOVDA reserves the right to suspend or terminate the work if payments are not made in accordance with the terms.

Storage

WARRANTY AND AFTER-SALES

SOVDA equipment comes with a standard one-year parts warranty, labor not included. We want you to be happy with your product. If your machine fails during normal usage and we are not able to get it working again via our customer support team, they will put you in touch with our service team. Our service team will work with you to get you the parts you need for your machine at no cost to you. The warranty doesn't include normal wear items (including filters, oil, air/oil separators, etc) or improper use.

SOVDA's warranty does not cover problems arising from an installation performed by the customers or a third party without a mutual written agreement.

SOVDA's warranty is only applicable if the installation is performed by SOVDA or a third-party representative of SOVDA.

NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES.

IN NO EVENT SHALL SOVDA OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Miscellaneous.

Further Assurances. Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Relationship of the Parties. The relationship between SOVDA and Client is solely that of vendor and vendee, and are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to

assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

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 provided in the Quote. 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). Notice by facsimile or e-mail (with confirmation of transmission) will satisfy the requirements of this Section. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

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

Amendment and Modification. No amendment to this Agreement is effective unless it is in writing and signed by each Party.

No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right.

Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

Governing Law. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the Laws of the State of Oregon, United States of America, without regard to the conflict of laws provisions thereof. The Parties agree that the United Nations Convention on Contracts for the International Sale of Equipment does not apply to this Agreement.

Choice of Forum. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Oregon, United States and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of

Oregon, United States. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments and appendices attached to this Agreement, or the transactions contemplated hereby.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending such facsimile, e-mail or other means of electronic transmission has received express confirmation that the recipient party received the Agreement (not merely an electronic facsimile confirmation or automatic e-mail reply).

Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "**Force Majeure Event**"). SOVDA shall give Client prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. SOVDA shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement. The rights granted to SOVDA with respect to excused delays under this Section are intended to limit SOVDA's rights under theories of force majeure, commercial impracticability, impracticability or impossibility of performance, or failure of presupposed conditions or otherwise, including any rights arising under Section 2-615 or 2-616 of the UCC.