



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS.

In these Terms:

"Terms" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by Seller.

"Date of Delivery" means the date on which the Goods are actually delivered (i) ex works Seller's facility with respect to Goods assembled by Seller; and (ii) ex works manufacturer's U.S. facility with respect to all other Goods.

"Goods" means the articles/components/materials which Purchaser agrees to buy from Seller.

"Order" means each agreement or transaction between Purchaser and Seller for the purchase of Goods.

"Price" means the price for the Goods excluding delivery charges and applicable taxes.

"Purchaser" means the person, business or other entity who or which purchases or agrees to purchase the Goods from Seller.

"Seller" means Houston Motor & Control, Inc., a Texas corporation.

"Warranty Claim Period" means a period of twelve (12) months running from the Date of Delivery.

2. APPLICATION. These Terms shall control and govern all transactions between Seller and Purchaser with respect to the sale of Goods and services ancillary thereto. No other, additional or different terms and conditions in any written or oral communication with respect to a transaction between the parties (including the terms and conditions included or referenced in an Order) shall vary or amended these Terms. Without limiting the foregoing, any terms and conditions of Purchaser set forth in an Order or other document provided by Purchaser are hereby rejected in their entirety, and in such event the Order shall be considered to be a counteroffer, and the acceptance of such counteroffer by Seller is conditioned on Purchaser's acceptance of these Terms as exclusively governing the transaction between the parties. An Order may be accepted by Seller by written confirmation of acceptance, provided that any actions taken by Seller in furtherance of satisfaction of an Order (including but not limited to ordering of materials, staging or mobilization of personnel to satisfy an Order, etc.) shall be deemed to be an acceptance.

3. PRICE AND PAYMENT. All prices quoted by Seller are exclusive of delivery charges, duties, tariffs, levies, and applicable taxes, and shall remain fixed for one (1) month or such other period or periods agreed in writing and thereafter shall be subject to revision at the option of Seller. Payment of the Price, delivery charges (if applicable), duties, tariffs, levies, and applicable taxes shall be due within thirty (30) days from the date of invoice and thereafter shall be subject to revision at the option of Seller. Time for payment shall be of the essence. In the event of any delay on the part of Purchaser which prevents Seller from timely delivering the Goods: (i) payment shall remain due on the date of invoicing without regard to any delay; and (ii) Purchaser shall be liable for any additional costs incurred as a result of the delay. Seller reserves the right to pursue any necessary actions to recover the outstanding amount, including the Price, delivery charges, and any financial losses incurred,

such as loss of profit. Interest on the total amount due will accrue from the due date at the lesser of 12% per annum or the maximum rate allowed under applicable law. These terms do not limit or affect any statutory or other legal remedies available to Seller in the event of non-payment.

4. ORDERS. All Orders placed by Purchaser must be documented in writing and include all relevant details, including but not limited to, product descriptions, quantities, pricing, delivery requirements, and any other applicable terms. No Order shall be binding upon Seller unless and until Seller provides written acceptance of the Order. Seller reserves the right to reject, modify, or conditionally accept any Order at its sole discretion. The placement and acceptance of any Order shall not, in and of itself, constitute a binding agreement between the parties. A separate, duly executed agreement between Purchaser and Seller shall govern the terms, conditions, and obligations related to any accepted Order. Any terms or conditions included in Purchaser's Order that conflict with or are in addition to these Terms shall be deemed null and void unless expressly agreed to in writing by both parties.

5. WARRANTIES AND LIABILITY. Provided that the Goods are handled, assembled, installed, used, maintained, and investigated in accordance with Seller's operating and installation instructions, and that Seller is granted reasonable access to facilities for inspection and testing as required, the following terms shall apply.

With respect to Goods assembled by Seller (including, but not limited to panels), Seller warrants that all of the Goods assembled by Seller shall be merchantable, and free of defects in material and workmanship at the time of delivery.

With respect to all Goods, Seller shall, to the extent permitted, assign, transfer, and convey all Good-specific warranties offered by the Goods' third-party manufacturer as if such warranties passed through Seller directly to Purchaser, at Purchaser's cost.

Seller's liability under this warranty is limited to the repair or replacement of defective Goods, at Seller's discretion. At the time of delivery, Seller warrants that it has good and marketable title to the Goods and that the Goods are free and clear of all liens, security interests, claims, charges, restrictions, or other encumbrances or claims of any third party.

In the event that any claim pursuant to the forgoing warranties is not reported within the Warranty Claim Period, or has previously been deemed by Seller not to fall within the scope of such warranties, Seller shall have no obligation to repair or replace the defective Goods. Additionally, if the Goods are not handled, assembled, installed, used, maintained, or investigated in accordance with Seller's operating and installation instructions, notices, or advice, Seller shall have no obligation to repair or replace the defective Goods.

EXCEPT AS EXPRESSLY STATED HEREIN, NO REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER IS MADE OR GIVEN BY OR ON BEHALF OF SELLER; AND ALL OTHER CONDITIONS AND

WARRANTIES. EXPRESS OR IMPLIED AND WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING ANY CONDITIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITIES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, SELLER'S TOTAL LIABILITY FOR ALL LOSSES ARISING FROM ANY BREACH OR TORT SHALL BE STRICTLY LIMITED TO THE TOTAL AMOUNT ACTUALLY RECEIVED BY SELLER FOR THE SPECIFIC ORDER DIRECTLY GIVING RISE TO SUCH CLAIM OF BREACH OF CONTRACT OR TORT.

6. DELIVERY OF GOODS. Unless expressly agreed in writing and signed by an executive officer of Seller, delivery of all Goods shall be (i) ex works Seller's facility with respect to Goods assembled by Seller, and (ii) ex works manufacturer's U.S. facility with respect to all other Goods. All delivery dates and times provided by Seller are estimates only, and time shall not be considered of the essence in relation to delivery. Seller accepts no liability for late delivery unless expressly agreed in writing and signed by an executive officer of Seller. Purchaser is responsible for making all necessary arrangements to take delivery of the Goods whenever they are prepared for delivery. If Seller does not receive forwarding instructions sufficient to enable delivery within two (2) business days of notification that the Goods are ready, Purchaser must take delivery or arrange for storage. Should Purchaser fail to do so, Seller is entitled to arrange storage either at its own premises or elsewhere on Purchaser's behalf, with all associated costs—including storage, insurance, and demurrage—payable by Purchaser. If delivery takes place at a location other than Seller's premises, Purchaser shall reimburse Seller for all carriage and any insurance costs reasonably incurred at Purchaser's request. Additionally, Purchaser assumes responsibility for the safe offloading of the Goods. Seller shall not be liable for any loss or damage resulting from Seller's failure to deliver the Goods (or any part thereof) promptly. Regardless of any delay or failure in delivery, Purchaser remains obligated to accept and pay for the Goods in full. Seller reserves the right to make delivery in installments.

7. RETENTION OF TITLE. Notwithstanding the delivery of the Goods to Purchaser and the transfer of risk, ownership and title to the Goods shall remain with Seller until full payment of the Price, along with any other outstanding debts owed by Purchaser to Seller, has been received. Until ownership and title have been transferred to Purchaser, and provided the Goods have not been resold, Seller reserves the right to demand the return of the Goods or any part thereof. Should Purchaser fail to comply with such a request, Seller shall be entitled to enter the premises of Purchaser or any third party where the Goods are stored to reclaim possession of the Goods or any portion thereof. Although ownership of the Goods remains with Seller, Purchaser is permitted to sell or use the Goods in the ordinary course of business at full market value, acting as principal in such transactions. Any such sale or use shall be conducted on behalf of Purchaser, with the proceeds held in trust for Seller. These proceeds must remain separate from other funds, shall

not be deposited into an overdrawn bank account, and must always be clearly identifiable as Seller's property until ownership of the Goods is fully transferred. For the avoidance of doubt, and notwithstanding the forgoing, risk of loss or damage to the Goods shall pass to Purchaser upon delivery.

8. DRAWINGS AND SPECIFICATIONS. If applicable, the design and specifications of Goods assembled by Seller, as outlined in brochures, sales literature, or other documentation, are subject to change without prior notice. If the service provided includes design, the quoted Price covers a maximum of two revisions of the drawings. Should additional revisions be required, Purchaser shall be responsible for the additional costs incurred in preparing the revised drawings. The ownership of the drawings created by Seller on behalf of Purchaser shall at all times belong to Seller, including copyright. The provision of any drawings by Seller does not grant Purchaser any license, rights of ownership, or intellectual property rights over the drawings in any form. All such materials remain the exclusive property of Seller and may not be used, reproduced, or distributed without Seller's express written consent.

9. ACCEPTANCES AND CANCELLATION. Purchaser is required to examine the Goods immediately upon delivery. If, upon inspection, any part of the Goods is found to be defective due to faulty design, materials, or workmanship, Purchaser must notify Seller in writing within seven (7) days of the Date of Delivery, providing full details of the issue. Purchaser shall be deemed to have accepted the Goods if no claim is made within seven (7) days following the Date of Delivery. Once the Goods have been accepted, Purchaser shall not be entitled to reject them, even if they do not conform to the contract. In the event that an Order is canceled prior to delivery, Purchaser shall be liable to indemnify Seller for all costs incurred, along with an additional profit margin of fifteen percent (15%) of such costs.

10. NO SET OFF. Purchaser may not withhold payment of any invoice or other amount due to Seller by reason of any right of set-off or counterclaim which Purchaser may have or allege to have for any reason whatsoever.

11. FORCE MAJEURE. Seller shall not be liable for any delay or failure to fulfill its obligations where such delay or failure arises from events or circumstances beyond its reasonable control. These may include, but are not limited to, acts of God, pandemics, strikes, lockouts, accidents, war, fire, or the breakdown of plant or machinery. In such instances, Seller shall be entitled to a reasonable extension of time to fulfill its obligations. If the delay continues for a period that Seller deems unreasonable, Seller reserves the right to terminate the contract, in whole or in part, without incurring any liability.

12. NOTICES. Any notices required to be served under these Terms shall be delivered either (i) by first-class mail to Seller's address as specified in the relevant Order or (ii) by email to the email address provided by Seller upon acceptance of the Order. Notices sent by first-class mail shall be deemed received on the fifth business day following the date of mailing. Notices sent by email shall be deemed received on the same business day if transmitted between 9:00 AM and 5:00 PM (local time of the recipient). If sent outside of these hours, the notice shall be deemed received on the next business day.

13. DISPUTE RESOLUTION. Any dispute, claim, or controversy arising out of or relating to these Terms, including any questions regarding its existence, validity, or termination,

shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. The parties agree that the exclusive jurisdiction and venue for any legal action arising out of or relating to these Terms shall be the state or federal courts located in Harris County, Texas. Each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on improper venue or inconvenient forum.

14. MISCELLANEOUS. These Terms constitute the entire agreement between Seller and Purchaser with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether written or oral. No failure or delay by Seller in exercising any right or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. If any provision of these Terms is found to be invalid, illegal, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, it shall be severed, and the remainder of these Terms shall continue in full force and effect. Purchaser may not assign or transfer any rights or obligations under these Terms without the prior written consent of Seller. Seller may freely assign or subcontract its rights and obligations under these Terms. No third party shall have any rights to enforce any terms of these. Any amendments or modifications to these Terms must be in writing and expressly agreed to by Seller.