

Sierra-Olympia Technologies, Inc.

Terms and Conditions of Commercial Sale

As used herein, the following terms shall have the meanings specified below:

“Seller” means Sierra-Olympia Technologies, Inc., acting through its duly authorized representative.

“Buyer” means the individual, corporation, partnership, or sole proprietorship acting through its duly authorized agent, procuring or proposing to procure articles under this agreement.

“Sales Order” means the Seller’s acknowledgement to fulfill an order tendered by Buyer.

“Articles” means any items or services the procurement of which is contemplated by this Agreement.

1. ACCEPTANCE

This Contract shall be binding on Seller only when executed by a duly authorized representative of Seller. Acceptance is expressly conditioned upon Buyer’s assent to these Terms. Any additional or differing terms in Buyer’s purchase order or other communication are rejected and shall not become part of the contract unless expressly agreed in writing by an authorized representative of Seller.

The goods sold hereunder shall conform to Seller's standard specifications in existence at the time delivery is made unless otherwise set forth in writing on the face of this order. Upon delivery to Buyer’s location, inspection and acceptance shall occur within ten (10) business days of receipt. Acceptance is presumed unless Buyer notifies Seller in writing. Seller will replace or repair articles not accepted, or accept return and cancel the Sales Order without further obligation.

2. PAYMENTS

Payment shall be made in U.S. dollars per the agreed Sales Order terms. No discounts or offsets are authorized. Each shipment shall be invoiced and paid independently. Past-due balances accrue interest at 1.5% per month (18% per annum) or the maximum rate permitted by law. Buyer shall reimburse Seller for reasonable collection costs, including attorneys’ fees.

3. INDEMNIFICATION/AUTHORIZATION

Buyer shall indemnify and hold Seller harmless from any and all suits, damages, and expenses for personal injury (including death) or property damage of Buyer’s employees or agents during or in connection with any visit to Seller's facility. Buyer shall have no right of access to Seller's plant except as specifically authorized in advance by Seller.

4. PACKING AND SHIPPING

Prices are exclusive of shipping charges. Unless otherwise specified, items shall be shipped in standard commercial packaging. When special or export packaging is required or requested, the cost will be separately invoiced.

5. DELIVERY AND DELAYS

All items are shipped Ex-Works (INCOTERMS 2020) Seller’s facility. Delivery shall occur, and risk of loss shall pass, when goods are delivered to the carrier. Delivery dates are estimates only, and Seller shall not be liable for delay. Force majeure includes natural disasters, cyber incidents, labor actions, material shortages, government actions, transportation interruptions, and export license delays or denials.

6. WARRANTY

Seller warrants that each item furnished under this Contract will, at the time of initial delivery, be free from defects in materials and workmanship. Seller will, at its option, repair, replace, or refund defective items reported within 12 months of shipment (or longer where product-specific terms apply).

Tamarisk, Tenum, and Viento: 24 months. Ventus HD6: 24 months for sensor, dewar, cooler, and proxy electronics; 12 months for other components.

This warranty excludes failures from misuse, unauthorized modification, improper installation, or insufficient maintenance. Seller disclaims all other warranties, express or implied, including merchantability or fitness for a particular purpose. Products are not designed or warranted for life-support, medical, or nuclear applications.

7. PRODUCT RETURNS

All returns require Seller's written approval and an RMA number. Non-warranty returns are subject to up to a 25% restocking fee and must be shipped prepaid. Buyer retains title to items returned for repair.

8. TECHNICAL DATA AND INVENTION

All technical and commercial information disclosed by Seller is proprietary and confidential. No rights in Seller's technical data, software, or inventions are granted except as expressly stated. Buyer shall not disclose or use such data except for purposes authorized in writing by Seller.

9. PATENT INDEMNITY

Seller shall indemnify Buyer against U.S. patent infringement claims based solely on Seller's products, provided Seller controls the defense and Buyer gives prompt notice. This indemnity excludes claims arising from Buyer's designs, combinations with other products, or unauthorized modifications.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR USE. SELLER'S TOTAL LIABILITY SHALL NOT EXCEED THE PRICE PAID FOR THE SPECIFIC ITEM GIVING RISE TO THE CLAIM, REGARDLESS OF THE FORM OF ACTION.

11. GOVERNING LAW AND REGULATIONS

This Contract shall be governed by the laws of the State of Washington and applicable U.S. Federal law, excluding the U.N. Convention on Contracts for the International Sale of Goods.

12. TAXES

All prices are exclusive of applicable taxes, duties, or fees. Buyer shall pay or reimburse Seller for such amounts. Payments due to Seller are net of taxes; if withholding or other taxes apply, Buyer shall gross up payment so Seller receives the full amount due.

13. EXPORT LAWS

All goods and technical data are subject to U.S. export laws. Buyer shall not export or retransfer without required authorization. Seller shall not be liable for delay or nonperformance resulting from U.S. Government export approval denials or delays.

14. U.S. GOVERNMENT ACQUISITION REGULATIONS

When applicable, only mandatory FAR or DFARS clauses shall flow down. Terms such as 'Government' and 'Contractor' shall be interpreted to reflect the parties under this Contract. Buyer may not impose other clauses without Seller's written consent.

15. CANCELLATION

Buyer may cancel only with Seller's written consent. Seller may condition consent on payment for work performed, committed materials, and a restocking fee of up to 25%. Seller may terminate for Buyer's breach after seven (7) days' notice if uncured.

16. ASSIGNMENT

Neither party may assign this Contract without prior written consent, except to an affiliate or successor entity, provided the assignor remains liable for performance.

17. PRODUCT CHANGES

Seller may make changes to products that do not materially affect form, fit, or function without notice.

18. COMPLIANCE AND ETHICAL STANDARDS

Seller and Buyer shall comply with all applicable laws, including anti-bribery, environmental, and trade compliance obligations.

19. SURVIVAL

Clauses relating to payment, warranty, limitation of liability, confidentiality, export compliance, and dispute resolution shall survive any termination or expiration.

20. DISPUTE RESOLUTION AND WAIVER

Parties shall first attempt to resolve disputes in good faith through executive-level discussions before pursuing legal action. Failure by either party to enforce any term shall not constitute a waiver of future enforcement.

21. ENTIRE AGREEMENT AND AMENDMENTS

This Contract constitutes the entire agreement between the parties, superseding prior communications. Any amendment or deviation must be in writing and signed by authorized representatives of both parties.