



STANDARD TERMS AND CONDITIONS OF SALE

GP:50 NY Ltd.

Effective Date: 1/1/2026

These Standard Terms and Conditions of Sale (these "Terms") govern all quotations, order acknowledgments, sales, shipments, deliveries, repairs, services, and other commercial transactions by GP:50 NY Ltd. ("GP:50") to the purchaser, customer, distributor, reseller, or other buyer identified in the applicable quotation, purchase order, order acknowledgment, invoice, or other transaction document ("Customer"). By placing an order with GP:50, accepting delivery of products, or otherwise proceeding with a purchase, Customer accepts and agrees to be bound by these Terms, except to the extent GP:50 expressly agrees otherwise in a written document signed by an authorized officer of GP:50.

1. ACCEPTANCE OF ORDERS; CONFLICTING TERMS

- 1.1 All orders are subject to acceptance by GP:50. GP:50 may accept or reject any order in its discretion, including orders submitted in response to a quotation.
- 1.2 Any terms or conditions contained in Customer's purchase order, request for quotation, supplier portal, specification, flow-down document, or other communication that are additional to, different from, or inconsistent with these Terms are hereby rejected and shall be of no force or effect unless expressly accepted in writing by GP:50.
- 1.3 GP:50's failure to object to any Customer document shall not be deemed acceptance of any Customer terms, nor shall fulfillment of an order constitute acceptance of any conflicting or additional terms.

2. QUOTATIONS; PRICING; TAXES; SURCHARGES

- 2.1 Unless otherwise stated in writing, quotations are non-binding estimates, are subject to change without notice, and expire thirty (30) days from the date issued.
- 2.2 Prices are stated in U.S. dollars unless otherwise specified. Prices do not include sales, use, excise, value-added, customs, duties, tariffs, brokerage, freight, insurance, or similar taxes and charges, all of which shall be Customer's responsibility.
- 2.3 GP:50 reserves the right to adjust pricing or apply surcharges for tariffs, duties, governmental charges, material cost increases, expedited procurement costs, freight increases, supply-chain disruptions, or other cost impacts occurring after quotation and before shipment.

3. PAYMENT TERMS; CREDIT; COLLECTIONS

- 3.1 Standard payment terms are Net Thirty (30) Days from the invoice date for customers with approved credit.
- 3.2 GP:50 may condition shipment or continued performance on prepayment, deposit, credit card payment, letter of credit, credit approval, or other security if GP:50 determines, in its discretion, that Customer's credit condition or payment history warrants such action.
- 3.3 Past-due amounts may accrue finance charges at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Customer shall reimburse GP:50 for reasonable costs of collection, including attorneys' fees, court costs, and agency fees.
- 3.4 Customer shall not withhold, offset, or back-charge any amounts due to GP:50 without GP:50's prior written consent.

4. DELIVERY; RISK OF LOSS; DELAYS

- 4.1** Delivery and shipment dates are estimates only and are not guaranteed. GP:50 shall not be liable for any delay in delivery or performance.
- 4.2** Unless otherwise agreed in writing, risk of loss passes to Customer upon delivery of the products to the carrier or other point of shipment designated by GP:50.
- 4.3** GP:50 may make partial shipments and invoice separately for each shipment.

5. INSPECTION; ACCEPTANCE; CLAIMS

- 5.1** Customer shall inspect all products immediately upon receipt. Claims for shortages, shipping damage, visible defects, or nonconformance must be submitted to GP:50 in writing within ten (10) days after receipt.
- 5.2** Failure to provide timely written notice shall constitute acceptance of the shipment, except for latent defects covered by GP:50's applicable warranty.

6. CANCELLATION; CUSTOM AND OEM PRODUCTS; RETURNS

- 6.1** Cancellation or modification of orders for standard products requires GP:50's written approval and may be subject to reimbursement of GP:50's costs, commitments, and restocking charges.
- 6.2** Custom, modified, private-label, engineered-to-order, special-configuration, and OEM products are non-cancelable and non-returnable once engineering, procurement, scheduling, or production activities have commenced.
- 6.3** No product may be returned without a return material authorization (RMA) issued by GP:50. Authorized returns must be shipped in accordance with GP:50's instructions and may be subject to inspection, testing, repair, freight, and restocking charges.

7. LIMITED WARRANTY; EXCLUSIONS

- 7.1** Unless otherwise stated in writing by GP:50, GP:50 warrants that products manufactured by GP:50 will be free from defects in material and workmanship for twelve (12) months from the date of shipment.
- 7.2** GP:50's sole obligation and Customer's exclusive remedy for breach of warranty shall be, at GP:50's option, repair, replacement, or credit of the purchase price of the affected product.
- 7.3** The warranty does not apply to damage, failure, or nonconformance resulting from misuse, improper installation, improper calibration, improper storage, accident, contamination, corrosion, overpressure, exposure to media or environments outside stated specifications, unauthorized repair or modification, normal wear, or use inconsistent with GP:50's documentation or product ratings.
- 7.4** EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, GP:50 DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

- 8.1** IN NO EVENT SHALL GP:50 BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, DOWNTIME, LOSS OF USE, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS.
- 8.2** GP:50's aggregate liability arising out of or relating to any order, product, service, or transaction shall not exceed the amount paid by Customer to GP:50 for the specific product or service giving rise to the claim.

9. CUSTOMER RESPONSIBILITY; APPLICATION REVIEW; INDEMNIFICATION

- 9.1** Customer is responsible for determining the suitability of GP:50 products for Customer's intended application, operating environment, installation, and use.
- 9.2** Customer shall indemnify, defend, and hold harmless GP:50 from and against claims, damages, losses, liabilities, costs, and expenses arising from improper installation, misuse, unauthorized modification, use outside published specifications, Customer-furnished specifications, or incorporation of GP:50 products into Customer's systems or products.

10. INTELLECTUAL PROPERTY; TECHNICAL INFORMATION

- 10.1** All drawings, designs, specifications, models, calculations, software, firmware, tooling, processes, know-how, technical data, and other intellectual property supplied or developed by GP:50 remain the sole property of GP:50.
- 10.2** Customer shall not copy, disclose, reverse engineer, decompile, disassemble, or use GP:50 technical information except as necessary to purchase, install, operate, or maintain GP:50 products in the ordinary course.

11. EXPORT CONTROL; GOVERNMENT CONTRACTS; CYBERSECURITY

- 11.1** Customer shall comply with all applicable U.S. export control, sanctions, and trade compliance laws and regulations, including the Export Administration Regulations (EAR) and, where applicable, the International Traffic in Arms Regulations (ITAR).
- 11.2** Customer shall not export, re-export, transfer, divert, or use GP:50 products, technical data, or services in violation of applicable law or for restricted end uses or restricted end users.
- 11.3** Government contract clauses, including FAR, DFARS, CMMC, cybersecurity, domestic preference, audit, inspection, or flow-down requirements, shall apply only to the extent expressly identified in writing and accepted by GP:50.
- 11.4** Customer shall not require access to GP:50 information systems, cybersecurity documentation, controlled unclassified information, or compliance artifacts except as mutually agreed in writing and subject to appropriate confidentiality and security safeguards.

12. DISTRIBUTORS AND RESELLERS

- 12.1** Distributors, representatives, and resellers shall accurately represent GP:50 products and shall not alter, expand, or modify GP:50 specifications, certifications, warnings, warranty terms, or product literature without GP:50's prior written authorization.
- 12.2** No distributor, representative, or reseller has authority to bind GP:50 to any warranty, representation, obligation, price, delivery commitment, or contract term unless expressly authorized in writing by GP:50.

13. FORCE MAJEURE

- 13.1** GP:50 shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, epidemics, supply shortages, transportation delays, cyber events, governmental actions, embargoes, utility failures, or material shortages.

14. CONFIDENTIALITY

- 14.1** Non-public pricing, quotations, drawings, specifications, product designs, processes, business information, and technical information provided by GP:50 are confidential and may not be disclosed or used except for the purpose of evaluating or performing a transaction with GP:50.
- 14.2** Customer shall protect GP:50 confidential information with at least the same degree of care it uses to protect its own confidential information, but not less than reasonable care.

15. GOVERNING LAW; VENUE

- 15.1** These Terms and all transactions between GP:50 and Customer shall be governed by the laws of the State of New York, without regard to conflict-of-law principles.
- 15.2** Any action or proceeding arising out of or relating to these Terms or any transaction with GP:50 shall be brought exclusively in a state or federal court located in New York, and Customer consents to such jurisdiction and venue.

16. GENERAL PROVISIONS

- 16.1** No waiver by GP:50 shall be effective unless in writing, and no waiver shall constitute a continuing waiver of any other or subsequent breach.
- 16.2** If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 16.3** These Terms, together with the applicable GP:50 quotation, order acknowledgment, invoice, and any written agreement signed by GP:50, constitute the entire agreement between the parties regarding the transaction and supersede all prior or contemporaneous understandings regarding the same subject matter.

ACKNOWLEDGMENT / INTERNAL APPROVAL

Approved By:



Title: COO/VP