



# KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

1. **Definitions.** Capitalized terms have the meanings set out in this Section 1.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common control with, such Person.

“**Basic Purchase Order Terms**” means, collectively, any one or more of the following terms specified by Buyer in a Purchase Order form provided or approved by Seller pursuant to Section 3.1: (a) a list of the Goods to be purchased, including; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the Delivery Location. For the avoidance of doubt, the term “Basic Purchase Order Terms” does not include any general terms or conditions of any Purchase Order.

“**Business Day**” means any day except Saturday, Sunday, or any other day on which commercial banks located in Byron, Georgia are authorized or required by Law to be closed for business.

“**Claim**” means any Action brought against a Person entitled to indemnification under Section 11.

“**Defective**” means not conforming to the Product Warranty under Section 10.2.

“**Defective Goods**” means goods that are Defective.

“**Delivery Location**” means the Seller’s point of origin street address for delivery of the Goods as specified in the applicable Purchase Order.

“**Goods**” means the goods identified and set forth in an approved Purchase Order.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority.

“**Law**” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

“**Nonconforming Goods**” means any goods received by Buyer from Seller pursuant to a Purchase Order that: (a) do not conform to the Goods as listed in the applicable Purchase Order; (b) do not fully conform to the Specifications; or (c) materially exceed the quantity of Goods ordered by Buyer pursuant to this Agreement or any Purchase Order. Where the context requires, Nonconforming Goods are deemed to be Goods for purposes of this Agreement.



# KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

“**Person**” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

“**Personnel**” of a Party means any agents, employees, contractors, or subcontractors engaged or appointed by such Party.

“**Purchase Order**” means Buyer's purchase order issued to Seller on a form and in the manner designated by Seller, which form shall include all terms and conditions attached hereto or incorporated herein

“**Representatives**” means a Party's Affiliates and each of their respective Personnel, officers, directors, partners, shareholders, attorneys, third-party advisors, successors, and permitted assigns.

“**Specifications**” means the specifications for the Goods provided by Seller and made available to Buyer.

“**Seller**” means KIHOMAC, Inc., a Virginia corporation.

“**Taxes**” means any and all present and future sales, income, stamp, tariffs, and other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld, or assessed by any Governmental Authority, together with any interest or penalties imposed thereon.

## 2. Purchase and Sale of Goods.

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, during the Term, Buyer shall purchase from Seller, and Seller shall manufacture and sell to Buyer, Buyer's requirements of the Goods as provided in an appropriate Purchase Order accepted by Seller.

### 2.2 Terms of Agreement and Purchase Order.

(a) In the event of any conflict, inconsistency, or ambiguity among the contractual documents, the following order of precedence shall apply (highest to lowest):

- i. Purchase Order (including its face, terms, specifications, schedules, and attachments),
- ii. Seller's Standard Terms and Conditions, as expressly incorporated by reference into the Purchase Order,
- iii. Buyer's Terms and Conditions, unless expressly agreed in writing by both Parties in the Purchase Order.

(b) Incorporation and Rejection of Conflicting Terms. All terms and conditions in the Purchase Order are incorporated by reference. Any terms in Seller's or Buyer's standard terms that are additional to or inconsistent with the Purchase Order shall be deemed rejected, unless the Purchase Order expressly references and accepts them in writing.



## KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

(c) Amendments and Waiver of Precedence. No deviation from this hierarchy shall be effective unless confirmed in a writing signed by authorized representatives of both Parties, explicitly stating which document and clause are being modified.

(d) Inter-document Consistency. To the extent that any provision in Seller's or Buyer's terms does not conflict with the Purchase Order, such provisions remain in effect and supplement the agreement.

(e) Entire Agreement; Conflicting Negotiated Terms. This clause, together with the Purchase Order, Seller's Terms, and accepted portions of Buyer's Terms, constitutes the entire agreement regarding the specific order referenced. Any prior or contemporaneous documents not expressly incorporated are superseded.

2.3 Right to Manufacture and Sell Competitive Goods. This Agreement does not limit Seller's right to manufacture or sell, or preclude Seller from manufacturing or selling, to any Person, or entering into any agreement with any other Person related to the manufacture or sale of, the Goods and other goods or products that are similar to or competitive with the Goods.

### 2.4 Reverse Engineering Prohibition.

(a) The Buyer, whether acting in a governmental, commercial, or any other capacity, shall not, and shall not permit or assist any third party (including without limitation its employees, agents, subcontractors, successors, or assigns), to:

- i. Disassemble, decompile, decrypt, reverse compile, or reverse engineer the Product or any portion thereof;
- ii. Attempt to derive or reconstruct the source code, underlying structure, design, frameworks, algorithms, interfaces, or internal logic of the Product or any related materials;
- iii. Create derivative works, adaptations, or improvements based on the Product or any Confidential Information related to the Product.

(b) This prohibition applies to all Products, including but not limited to hardware, software (object code, firmware, APIs, models, data structures), documentation, and technical or proprietary materials provided by the Seller.

(c) The Buyer shall ensure that this restriction is enforced throughout its organization and among any affiliated entities, contractors, and users, and shall remain fully responsible for any breach thereof.

(d) This Section shall survive termination or expiration of this Agreement indefinitely with respect to the Products and materials provided hereunder.

(e) Any breach of this provision shall entitle Seller to all remedies available under law, including but not limited to injunctive relief, damages, and other legal or equitable remedies.



# KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

(f) Notwithstanding the foregoing, in the event reverse engineering is required by applicable law or regulation, the Buyer may carry out such activity only after providing Seller with at least thirty (30) days prior written notice, and Buyer must cooperate with Seller to limit the disclosure to the minimum required and, to the extent feasible, such activity shall be performed in Seller's presence or under appropriate confidentiality safeguards.

## 3. Ordering Procedure.

3.1 Purchase Orders. Buyer shall issue to Seller Purchase Orders (on a form and in the manner designated by Seller that are consistent with the terms of this Agreement), in written form via facsimile, e-mail, or US mail. By issuing a Purchase Order to Seller, Buyer makes an offer to purchase Goods pursuant to the terms and conditions of this Agreement and the Basic Purchase Order Terms contained in such Purchase Order, and on no other terms. For the avoidance of doubt, any variations made to the terms and conditions of this Agreement by Buyer in any Purchase Order are void and have no effect, unless otherwise agreed to by Seller. Buyer shall be obligated to purchase from Seller quantities of Goods specified in a Purchase Order.

3.2 Acceptance, Rejection, and Cancellation of Purchase Orders. Seller accepts a Purchase Order by confirming the order in writing. Seller may reject a Purchase Order or cancel a previously accepted Purchase Order, which it may do without liability or penalty, and without constituting a waiver of any of Seller's rights or remedies under this Agreement or any Purchase Order, by providing written notice to Buyer specifying the applicable date of rejection or cancellation if any one or more of the events described under Sections 6.2(a)-(c) has occurred.

4. Delivery, Inspection, and Shipping. All Goods shall be delivered by Seller at the Delivery Location, which shall be point of origin if not otherwise specified in the applicable Purchase Order. Buyer shall inspect and accept or reject the Goods at such Delivery Location. Upon acceptance, Buyer shall be responsible for arranging and bearing all costs associated with the transportation, shipping, and delivery of the Delivery Location to Buyer's designated destination. Title and risk of loss shall transfer to Buyer upon acceptance of the products at the Delivery Location. Seller shall properly mark the Goods and provide Buyer documentation showing the Purchase Order number, Seller's identification number for the subject Goods.

## 5. Price and Payment.

5.1 Price, Payment Terms. Buyer shall purchase the Goods from Seller at the prices set forth in the applicable Purchase Order ("**Prices**"). Buyer shall pay to Seller all invoiced amounts promptly on receipt from of such invoice. Buyer shall make all payments in US dollars by check or wire transfer.

5.2 Shipping Charges, Insurance, and Taxes. Buyer shall pay for all shipping charges and insurance costs if not otherwise specified in the accepted purchase order. In addition, all Prices are exclusive of, and Buyer is solely responsible for and shall pay, and shall hold Seller harmless from, all Taxes, with respect to, or measured by, the manufacture, sale, shipment, use, or Price of the Goods (including interest and penalties thereon); provided, however, that Buyer shall not be responsible for any Taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, Personnel or real or personal property or other assets;

5.3 Invoice Disputes. Buyer shall notify Seller in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within ten (10) days from Buyer's receipt of such invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive



# KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

timely notification of dispute and shall pay all undisputed amounts due under such invoices within the period set forth in the applicable Purchase Order. The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under this Agreement during any such dispute, including Buyer's obligation to pay all due and undisputed invoice amounts in accordance with the terms of this Agreement.

5.4 Payment Terms. Payment terms are NET 30 unless otherwise specified in the accepted purchase order. Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments (whether during the Term or after the expiration or earlier termination of the Term), calculated daily and compounded quarterly, at the lesser of the rate of four percent (4%) per month or the highest rate permissible under applicable Law. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs. In addition to all other remedies available under this Agreement or at Law (which Seller does not waive by the exercise of any rights under this Agreement), if Buyer fails to pay any amounts when due under this Agreement, Seller may (a) suspend the delivery of any Goods, (b) reject Buyer's Purchase Orders or cancel accepted Purchase Orders pursuant to the terms of Section 3.2 or (c) terminate this Agreement pursuant to the terms of Section 6.2(a).

5.5 No Set-off Right. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its Affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or Seller's Affiliates, whether relating to Seller's or its Affiliates' breach or non-performance of this Agreement, any Purchase Order, any other agreement between (a) Buyer or any of its Affiliates and (b) Seller or any of its Affiliates, or otherwise.

5.6 Security Interest. To secure Buyer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Buyer to Seller, Buyer hereby grants Seller a first-priority security interest, with priority over all other liens, claims, and encumbrances, in all inventory of Goods purchased under this Agreement (including Goods and Nonconforming Goods), wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Seller may file a financing statement for such security interest and Buyer shall execute such statements or other documentation necessary to perfect Seller's security interest in such Goods. Buyer also authorizes Seller to execute, on Buyer's behalf, such statements or other documentation necessary to perfect Seller's security interest in such Goods. Seller shall be entitled to all applicable rights and remedies of a secured party under applicable Law.

## 6. Term; Termination.

6.1 Term. The term of this Agreement commences on the Effective Date and continues for a period of two years unless otherwise specified in the accepted purchase order or unless it is earlier terminated pursuant to the terms of this Agreement or applicable Law (the "**Term**").

6.2 Seller's Right to Terminate. Seller may terminate this Agreement, by providing written Notice to Buyer:

- (a) if Buyer fails to pay any amount when due under this Agreement ("**Payment Failure**"),



# KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

(b) if Buyer is in material breach of any representation, warranty or covenant of Buyer under this Agreement (other than committing a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding thirty (30) days) after Buyer's receipt of written Notice of such breach,

(c) if Buyer (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Any termination under this Section 6.2 will be effective on Buyer's receipt of Seller's written Notice of termination or such later date (if any) set forth in such Notice.

## 6.3 Effect of Expiration or Termination.

(a) Upon the expiration or earlier termination of this Agreement, all indebtedness of Buyer to Seller under this Agreement of any kind, shall become immediately due and payable to Seller, without further notice to Buyer.

(b) Expiration or termination of the Term will not affect any rights or obligations of the Parties that:

(i) come into effect upon or after termination or expiration of this Agreement; or

(ii) otherwise survive the expiration or earlier termination of this Agreement and were incurred by the Parties prior to such expiration or earlier termination.

(c) Any Notice of termination under this Agreement automatically operates as a cancellation of any deliveries of Goods to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Goods had been accepted by Seller. With respect to any Goods that are still in transit upon termination of this Agreement, Seller may require, in its sole discretion, that all sales and deliveries of such Goods be made on either a cash-only or certified-check basis.

(d) Upon the expiration or earlier termination of this Agreement, Buyer shall:

(i) return to Seller all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Seller's Confidential Information;

(ii) permanently erase all of Seller's Confidential Information from its computer systems;  
and

(iii) certify in writing to Seller that it has complied with the requirements of this clause.



# KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

(e) The Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies or defenses under this Agreement, at law, in equity or otherwise.

## 7. Dispute Resolution/ Arbitration

7.1 In the event of any dispute under this Agreement, the parties hereto agree to use arbitration as a means to settle all disputes. Accordingly, parties agree to be bound by the rules of arbitration and agree not to seek legal recourse through the courts. If a dispute arises, the aggrieved party will give notice of the dispute to the other party and all parties will attempt to settle the dispute during the thirty (30) day period following such notice. If unsettled, any claim, dispute or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, or validity thereof (including the question of whether this Agreement is arbitrable), shall be submitted to final and binding arbitration administered by American Arbitration Association (AAA) and/or Judicial Arbitration and Mediation Services (JAMS). Unless otherwise directed by the arbitrator, such arbitration must be concluded within ninety (90) days of submission for arbitration. Any arbitration conducted hereunder will be conducted in Reston, Virginia. The costs of arbitration including the arbitrator's fees and expenses and costs directly related to the conduct of the arbitration, will be shared equally by the parties. Each party shall be responsible for their own direct costs for transportation and attorney's fees.

## 8. Certain Obligations of Buyer.

8.1 Certain Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, neither Buyer nor any Buyer Personnel shall:

(a) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments:

(i) actually, apparently, or ostensibly on behalf of Seller, or

(ii) to any customer or other Person with respect to the Goods, which are additional to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, similar claims, or other commitments in this Agreement or any written documentation provided by Seller to Buyer.

(b) engage in any unfair, competitive, misleading, or deceptive practices respecting Seller, Seller's trademarks or the Goods, including any product disparagement; and

(c) separate any accessories sold, bundled or packaged with any Good from such Good or sell, license or distribute such on a standalone basis, or remove, translate or modify the contents or documentation of or related to such accessories, including any customer license agreements or warranty statements.

8.2 Restrictions on Sales or Delivery. Neither Buyer nor any Buyer Personnel or Representatives shall:



# KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

(a) sell or offer to sell any of the Goods or any other products incorporating any of the Goods outside the end user statement or agreement that shall be provided at time of award.

(b) ship or otherwise deliver Goods or any other products incorporating any of the Goods to any facility in a location that is outside of the United States of America unless such location has been approved in writing by Seller (which consent may be withheld or withdrawn for any or no reason); or

(c) sell, offer to sell, ship, or deliver Goods or any other products incorporating any of the Goods outside of the United States of America except in compliance with all of the terms and conditions contained in this Section 7 and in Section 9 of this Agreement.

8.3 Government Contracts. Buyer shall not resell Goods to any Governmental Authority or its respective agencies without Seller's prior written approval. Unless otherwise separately agreed in writing between Seller and Buyer, no provisions required in any US government contract or subcontract related thereto shall be a part of this Agreement or imposed upon or binding upon Seller, and this Agreement shall not be deemed an acceptance of any government provisions that may be included or referenced in Buyer's request for quotation, Purchase Order or any other document.

## 9. Compliance with Laws.

9.1 General. With regard to each Party's respective responsibilities under and performance of this Agreement, each Party shall at all times comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and other requirements, including such governmental requirements applicable to environmental protection (except as may otherwise be provided herein), health, safety, wages, hours, immigration, equal employment opportunity, nondiscrimination, working conditions, import or export control, customs, and transportation (individually and collectively referred to as "Laws"). Each Party shall promptly notify the other Party in the event the other Party's assistance is necessary to achieve compliance with any applicable Laws. Upon request, each Party shall provide the other Party with reasonable documentation demonstrating such compliance.

9.2 Anti-Corruption/Anti-Bribery. In addition, the Parties shall:

(a) comply with all applicable country laws relating to anticorruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions", or other anti-corruption/anti-bribery convention, the Foreign Corrupt Practices Act as amended (FCPA) (15 U.S.C. §§78dd-1, et. seq.), whether either Party is within the jurisdiction of the United States; and

(b) neither directly nor indirectly, pay, offer, give, or promise to or give, anything of value received from a Party to a non-U.S. public official or any person in violation of the FCPA and/or any applicable country laws relating to anti-corruption or anti-bribery.

9.3 Import/Export Control and Compliance.

(a) Buyer shall at all times comply with all export/import laws (including re-export), sanctions, regulations, orders, and authorizations (including the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and the U.S. Department of the Treasury's Office of Foreign Assets Control

(OFAC)) that are applicable to the export or import of goods, software, technology, or technical data (“Items”) or services (collectively, “Export/Import Laws”). Buyer shall obtain all export or import authorizations which are required under the Export/Import Laws for Buyer to execute its obligations under this Agreement

(b) Any products, software or technology acquired from Seller shall not be used, directly or indirectly, in nuclear explosive activities; unsafeguarded nuclear activities; nuclear fuel cycle activities; or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, missiles, rocket systems or unmanned vehicle.

(c) Buyer shall not market or facilitate any sale of the Goods to any of the following: (i) to any entity or individual listed on any prohibited or restricted party list issued by any government in countries in which Seller or Buyer do business, including, but not limited to The U.S. Department of Treasury, Office of Foreign Assets Control’s Specially Designated Nationals List, the U.S. Department of Commerce, Bureau of Industry and Security’s Entity List and Denied Parties List; (ii) to any military end users or for any military end use in Russia, Venezuela, or the People’s Republic of China; or (iii) to any country that is subject to U.S. export restrictions (including, but not limited to Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of the Ukraine). Buyer is aware that Seller is prohibited from participating in or supporting international boycotts of certain foreign countries, including Israel, if such boycotts are not sanctioned by the U.S. Government.

(d) If the Buyer intends to involve any foreign persons (as defined in ITAR and EAR—even if working on-site in the U.S.) in performance under this Agreement, the Buyer shall ensure that no participation occurs unless and until all required licenses or valid exemptions have been obtained.

(e) The Buyer shall promptly notify the other Party if:

- (i) any deliverables, technology, or services under this Agreement are export controlled;
- (ii) the Buyer becomes listed on any U.S. Government denied or restricted party list; or
- (iii) its export privileges have been denied, suspended, or revoked.

(f) Notification shall be in writing and delivered without delay.

(g) The Buyer shall maintain all required records and documentation relating to export licenses, exemptions, and compliance actions, and shall ensure that these requirements are flowed down to its subcontractors or affiliates involved in supplying or accessing export-controlled items or data.

(h) If the Agreement involves technical data or defense services, the Buyer acknowledge that such information may be subject to ITAR and EAR controls. Disclosure or transfer of such data to any third party, including foreign nationals, is strictly prohibited unless written approval has been obtained and all U.S. export control laws have been satisfied.

## 10. Representations and Warranties.



## KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

### 10.1 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

(a) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement;

(b) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution, delivery, and performance of this Agreement by Buyer will not violate, conflict with, require consent under or result in any breach or default under (i) any of Buyer's organizational documents, or (ii) any applicable Law.

(d) this Agreement has been executed and delivered by Buyer and (assuming due authorization, execution, and delivery by Seller) constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms;

(e) it is in material compliance with all applicable Laws relating to this Agreement, the Goods and the operation of its business;

(f) it has obtained all licenses, authorizations, approvals, consents, or permits required by applicable Laws to conduct its business generally and to perform its obligations under this Agreement;

(g) it is not insolvent and is paying all of its debts as they become due; and

(h) all financial information that it has provided to Seller is true and accurate and fairly represents Buyer's financial condition.

### 10.2 Limited Product Warranty. Subject to the provisions of Sections 9.3 through 9.7, Seller warrants to Buyer (the "**Product Warranty**") that:

(a) for a period of twelve (12) months from the date of shipment of a Good (the "**Warranty Period**"), each Good will materially conform to the Specifications provided to Buyer and will be free from significant defects in material and workmanship; and

(b) Buyer will receive good and valid title to all Goods, free and clear of all encumbrances and liens of any kind.

### 10.3 Product Warranty Limitations. The Product Warranty does not apply to any Good that:

(a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller;

(b) has been reconstructed, repaired, or altered by Persons other than Seller or its authorized Representative; or



## KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

(c) has been used with any hardware, or product that has not been previously approved in writing by Seller.

10.4 Buyer's Exclusive Remedy for Defective Goods. Notwithstanding any other provision of this Agreement (except for Section 9.7), this Section 9.4 contains Buyer's exclusive remedy for Defective Goods. Buyer's remedy under this Section 9.4 is conditioned upon Buyer's compliance with its obligations under Section 9.4(a) and Section 10.4(b) below. During the Warranty Period, with respect to any allegedly Defective Goods:

(a) Buyer shall notify Seller, in writing, of any alleged claim or defect within ten (10) Business Days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period);

(b) Buyer shall ship, at its expense and risk of loss, such allegedly Defective Goods to Seller's facility located at Byron, Georgia for inspection and testing by Seller;

(c) if Seller's inspection and testing reveal, to Seller's reasonable satisfaction, that such Goods are Defective and any such defect has not been caused or contributed to by any of the factors described under Section 9.3 above, subject to Section 10.4(a) and Section 10.4(b). Seller shall in its sole discretion and at its expense, repair or replace such Defective Goods; and

(d) Seller shall make available the repaired or replaced Goods at the Delivery Location.

Buyer has no right to return for repair, replacement, credit, or refund any Good except as set forth in this Section 9.4 (or if otherwise applicable, Section 4 or Section 9.7). In no event shall Buyer reconstruct, repair, alter or replace any Good, in whole or in part, either itself or by or through any third party.

SUBJECT TO SECTION 9.7, THIS SECTION 9.4 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTY SET FORTH IN SECTION 9.2.

10.5 DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES; NON-RELIANCE. EXCEPT FOR THE PRODUCT WARRANTY SET FORTH IN SECTION 9.2, (A) NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 9.2 AND 9.3 OF THIS AGREEMENT.

10.6 Third-Party Products. Buyer acknowledges that the Goods purchased by Buyer under this Agreement may contain, be contained in, incorporated into, attached to, or packaged together with products manufactured by a third party ("**Third-Party Products**"). Third-Party Products are not covered by the warranty in Section 10.2. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Third-Party Products.

10.7 Withdrawal of Goods. If Seller determines that any Goods sold to Buyer may be Defective, at Seller's request, Buyer shall withdraw all similar Goods from sale and, at Seller's option, either return such Goods to Seller (pursuant to the terms of Section 10.4(b)) or destroy the Goods and provide Seller with written certification of such



# KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

destruction. Notwithstanding the limitations of Section 9.4, if Buyer returns all withdrawn Goods or destroys all withdrawn Goods and provides Seller with written certification of such destruction within thirty (30) days following Seller's withdrawal request, in either case, consistent with Seller's instructions, unless any such defect has not been caused or contributed to by any of the factors described under Section 9.3, Seller shall (a) repair or replace all such returned Goods or (b) replace such destroyed Goods, in either case, pursuant to the terms of Section 10.4(d). THIS SECTION 9.7 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY GOODS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 9.7.

## 11. Indemnification.

11.1 Mutual Indemnification. Subject to the terms and conditions of this Agreement, including those set forth in Section 11.2, each Party (as "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its Representatives/officers, directors, employees, agents, affiliates/Affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), arising out or resulting from any third-party Claim alleging:

- (a) a material breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Indemnifying Party or Indemnifying Party's Personnel;
- (b) any grossly negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of this Agreement.

Notwithstanding anything to the contrary in this Agreement, this Section 11.1 does not apply to any Claim (whether direct or indirect) for which a sole or exclusive remedy is provided for under another section of this Agreement, including Section 4, Section 9.4, and Section 9.7.

11.2 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, an Indemnifying Party is not obligated to indemnify or defend (if applicable) an Indemnified Party against any Claim if such Claim or corresponding Losses arise out of or result from the Indemnified Party's or its Personnel's:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct);
  - (b) bad faith failure to materially comply with any of its obligations set forth in this Agreement;
- or
- (c) use of the Goods in any manner not otherwise authorized under this Agreement or that does not materially conform with any usage instructions/ provided by Seller.

11.3 EXCLUSIVE REMEDY. THIS SECTION 10 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 10.



## KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

### 12. Limitation of Liability.

12.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR THEIR 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.

12.2 MAXIMUM LIABILITY FOR DAMAGES. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, IN NO EVENT SHALL EACH PARTY'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 SEVENTY-FIVE PERCENT (75%) THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 ASSUMPTION OF RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

### 13. Miscellaneous.

13.1 Notice. Any notice, demand or request required or permitted under this Agreement shall be in writing and deemed delivered: (i) when delivered personally (including by recognized national courier); (ii) five (5) business days after deposited in the U.S. mail, first class mail, registered or certified, with postage prepaid; or (iii) upon the other Party's confirmation if sent via email. Notices shall be sent to:

13.2 Governing Law. This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Virginia without regard to its conflict of law principle. The Parties consent to exclusive jurisdiction and venue in the courts of the Commonwealth of Virginia in any legal suit, action or proceeding arising out of or relating to this Agreement.

13.3 Severability; Contract Interpretation. If any provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. This Agreement shall not be construed for or against either party, but rather in accordance with its fair intent. The section headings in this Agreement are for the convenience of the parties and will not be deemed to supersede or modify any provisions.

13.4 No Waiver. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.



## KIHOMAC Supply General Terms and Conditions

Initial Release | 14 November 2025

13.5 Independent Contractor. The Parties acknowledge and agree that Representative is providing the services set forth in this Agreement as an independent contractor to, and not as an employee of, KIHOMAC. Representative has no authority to bind the Company or represent that Representative has the power to do so except to the extent expressly set forth herein or as authorized in writing from time to time by the Company.

13.6 Assignment. Representative may not assign or transfer any of the rights and obligations created in this Agreement, in whole or in part, without the advance written consent of KIHOMAC. Any attempt to assign this Agreement in violation of this provision shall be void. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

13.7 Publicity. With KIHOMAC's prior written permission obtained on a case by case basis, Representative shall have the right to reference KIHOMAC as a partner in advertising, marketing, and promotional materials. During the Term and at all times thereafter, neither Party will not make any defamatory or disparaging statements (or cause or encourage others to make any such statements) regarding the other Party, the Company Products, or Customers.

13.8 Force Majeure. Neither Party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of a Party to this Agreement including without limitation act of God, government or local government, war, fire, flood, earthquake or storm, global health crises and pandemics, acts of terrorism, explosion, civil commotion, bank strike or industrial dispute ("Force Majeure"); provided, however, that performance shall be excused only to the extent that (a) such Force Majeure is beyond the control of the affected Party and could not be prevented by commercially reasonable precautions; and (b) the affected Party is diligently attempting to recommence performance.

13.9 Entire Agreement; Amendment; Severability; Waiver. This Agreement (including all Exhibits hereto) constitutes the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous written and oral agreements, representations and communications between the Parties relating to such transactions; in the event of any conflict between the precedence of this Agreement and any other agreement between the Parties, this Agreement shall govern and control. This Agreement may be amended only by a writing signed by both Parties. In the event the Parties wish to engage in a manufacture, joint development, or co-branding relationship, a separate, written agreement between the Parties is required in advance. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced to the maximum possible extent. No consent or waiver by either Party with respect to any provision of this Agreement shall be effective unless made in writing by a duly authorized signatory of the Party against which enforcement is sought. The failure or delay of either Party at any time to require full performance of any provision hereof will not affect the right of such Party at a later time to enforce the same provision or any other provision.

13.10 Counterparts. This Agreement may be executed by facsimile, PDF, or electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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