

Campbell Scientific, Inc. – Terms and Conditions of Purchase of ZephIR 300 lidar product

ARTICLE 1. Application: The products, supplies or services covered by this price quotation (collectively, “Product”) shall be furnished by Campbell Scientific, Inc. (“CSI”) subject to all the terms and conditions set forth in the price quotation, including the following terms and conditions, to which CSI’s customer (“Customer”), in ordering and receiving the Product, agrees to be bound by in all particulars and no other terms or conditions, including those contained in any purchase order, shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance of the price quotation or use of the Product covered by the price quotation by Customer shall constitute unqualified acceptance of all CSI terms and conditions of purchase.

ARTICLE 2. Prices/Quotations: CSI’s price quotations, unless earlier withdrawn or changed by CSI in CSI’s sole and absolute discretion, shall be open only to unqualified acceptance by Customer, including unqualified acceptance of the terms and conditions associated therewith, and only within the period specific in the quotation (or, if no such period is specified, within a period of 30 days from the date of the quotation). CSI prices and quotations are subject to credit approval. CSI prices and quotations are based on Customer’s acceptance of these terms and conditions, and any variance from these terms and conditions may result in a change in prices and/or price quotations. Please contact CSI for other payment terms and applicable pricing.

ARTICLE 3. Payment Terms: All orders are accepted with cash paid in advance or upon terms as the parties may otherwise agree. CSI may, in its sole and absolute discretion, extend credit to Customer for a portion of the purchase price subject to a credit check and audit of Customer’s financial statements. Customer’s application for credit requires completion of a CSI credit application and a current balance sheet. If credit is extended, Customer will be charged a finance fee of 1½% per month of any amount past due until paid. Customer shall be responsible for any and all reasonable attorney fees and costs incurred by CSI in pursuing collection of any past due amounts, including those incurred by CSI in initiating a collection lawsuit.

If, in CSI’s sole judgment, the Customer’s financial condition does not at any time justify the above payment terms, CSI may cancel and/or suspend shipment or performance of any unfilled order for

Product unless the Customer shall pay in advance for all Product ordered prior to shipment.

ARTICLE 4. Taxes: CSI’s prices and quotations do not include sales, use, excise, or other taxes. Accordingly, Customer shall, in addition to prices and quotations specified by CSI, pay any sales, use, excise, or other tax attributable to the sale of the Product covered hereby, or, in lieu thereof, provide CSI with tax exemption certificates acceptable to the taxing authority.

ARTICLE 5. Shipping Policy: All shipments are FOB Logan, Utah, with freight and insurance prepaid and added to the invoice as a separate item. Additional restrictions shall apply if it is necessary to import/export the Product.

ARTICLE 6. Risk and Title: Risk of loss or damage to the Product shall transfer to the Customer from the time of delivery or deemed delivery. Ownership of the Product shall not pass to the Customer until CSI has received payment in full for the Product and all other sums due to CSI from the Customer on any account. Until transfer of title in the Product, the Customer shall ensure that the Product is kept safe, secure and insured, and is identified as CSI property.

ARTICLE 7. Services: Customer shall, at its own expense, supply CSI with all necessary documents, permissions, materials, and data, or other information reasonably requested by CSI, to allow CSI and/or its agents and representatives to provide any services related to the Product, and will provide suitable working accommodations at the location the services will be performed. Customer shall indemnify and keep indemnified CSI and its agents, representatives, and employees, against any loss, damage, or injury sustained to Customer regardless of the negligence or strict liability of any party, while they are working at such location in any way connected with the performance of the services.

ARTICLE 8. Return: The Product may not be returned.

ARTICLE 9. Security Interest: By acceptance of the Product, Customer grants CSI a security interest in the Product, until payment in full, continuing if the collateral becomes part of a whole, product or mass, together with all proceeds and/or products, and, upon

failure to pay as agreed, CSI shall have all rights and remedies of a secured party under applicable law.

ARTICLE 10. Warranty: Warranty of the Product is limited to the warranty provided by ZephIR Ltd, as original manufacturer of the Product. ZephIR Ltd's warranty is attached hereto as Appendix "A" for your convenience only and is incorporated by this reference. Any and all warranty claims and product issues may be directed to CSI at the following address:

Campbell Scientific, Inc.
815 West 1800 North
Logan, Utah 84321-1784

CSI is selling the Product as a distributor only, and makes no additional representations or warranties regarding the Product. **CSI EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The Customer agrees that all warranty claims, repair needs, and other issues concerning the Product shall be the sole responsibility of ZephIR Ltd, and Customer agrees that CSI is not liable for any direct, special, indirect, and/or consequential damages resulting from Customer's purchase or use of the Product. CSI hereby disclaims, to the fullest extent allowed by applicable law, any and all warranties and conditions with respect to the Product, whether express, implied or statutory.

ARTICLE 11. Product Use: Customer hereby accepts sole responsibility for ensuring that the Product is used properly, whether used alone or in conjunction with any other services, software, or other goods. Where the Product forms part of a larger project or series of work carried out by the Customer, and/or by a third party on the Customer's behalf, CSI shall have no responsibility or liability whatsoever for the success or failure of that larger project or series of work.

ARTICLE 12. Limitation of Liability: To the extent not prohibited by law, in no event shall CSI be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including without limitation, loss of income, loss of business, diminution of goodwill, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Customer's use or inability to use the Product, however caused, regardless of the theory of liability.

ARTICLE 13. License of Intellectual Property Rights: Customer hereby acknowledges that its intellectual property rights with respect to the Product are limited to those license rights granted to Customer by the Product's manufacturer, ZephIR Ltd, and that CSI is granting no additional licenses or rights with respect to the Product. Customer acknowledges that ZephIR Ltd's grant of license rights may be subject to additional terms and conditions and agrees to be bound thereby. CSI gives no warranty in relation to the licensed technology or the uses to which it may be put by the Customer. CSI makes no representation or warranty that the Product and/or the use of the licensed technology will not infringe on any other patent or as to the validity or scope of any of the licensed technology. Customer agrees that CSI shall have no liability whatsoever, either direct or indirect, due to the Customer's use of the license.

ARTICLE 14. Information: CSI respects customer confidentiality. Nevertheless, no technical information disclosed by the Customer to CSI during the parties' business relationship shall be deemed to be of a confidential or proprietary nature unless the same is subject to a formal written agreement to that effect. As a matter of general policy, CSI does not enter into non-disclosure agreements.

ARTICLE 15. Time/Limitation: CSI will use reasonable efforts to meet any estimated timelines or due dates for delivery of the Product. Any such dates are intended to be approximate and time shall not be of the essence with respect to such delivery. If no dates are specified, delivery will be within a reasonable time. CSI reserves the rights to defer the date of delivery of the Product, or to cancel the contract, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including, without limitation, acts of God, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

ARTICLE 16. Disclaimer: While CSI endeavors to provide only accurate and up to date information about the Product, all drawings, samples, descriptive matter, specifications and advertising issued by or provided by CSI and any descriptions or illustrations contained in CSI's promotional materials, including, but not limited to, all information contained on CSI's website, are issued, displayed, made available, or published for general information only and for the sole purpose of giving an approximate idea of the Product, goods, and/or services described therein, and

will not form part of the contract between the parties, will not bind CSI in any way, and CSI makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the same for any purpose. Any reliance you place on such information is therefore strictly at your own risk. CSI will not be bound by or responsible for errors or omissions in any such information and reserves the right to correct any errors or omissions in such information in their sole and absolute discretion. In no event will CSI be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of or reliance upon such information.

Through CSI's website you may be able to link to other websites which are not under CSI's control. CSI has no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Every effort is made to keep CSI's website up and running smoothly. However, CSI takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

ARTICLE 17. Assignment: Customer may not assign, sub-license or subcontract its rights or obligations under the contract between the parties without the express prior written consent of CSI. CSI may, without Customer's consent, assign the contract to any subsidiary or holding company of CSI and/or subcontract any part of CSI's obligations contemplated herein and regarding the Product.

ARTICLE 18. Termination: CSI may terminate the commercial relationship between the parties, by written notice, at any time and in CSI's sole discretion. Customer may only terminate the commercial relationship with the consent of CSI and subject to payment to CSI of all costs and expenses incurred by CSI or which CSI is obliged at the date of termination to incur and a reasonable premium representing CSI's loss of profit incurred as a result of the termination.

ARTICLE 19. Survival: If any provision of the contract between the parties, including the terms and conditions herein, is found by any court of competent jurisdiction to be unenforceable in any way, the remaining provisions shall continue in full force and effect.

ARTICLE 20. Entire Agreement: These terms and conditions, together with CSI's invoice, form the entire agreement between CSI and Customer with respect to the purchase of the Product, and all other terms, conditions, and/or representations, whether written or oral, express or implied, are hereby expressly excluded.

ARTICLE 21. Choice of Law/Venue: The parties' commercial relationship and/or contract and these terms and conditions shall be construed in accordance with the laws of the State of Utah. CSI and Customer hereby submit to the exclusive jurisdiction of the courts of the State of Utah, County of Cache to resolve any disputes or controversies which may arise under the parties' commercial relationship and/or contract and these terms and conditions.

ARTICLE 22. No Waiver: Failure or delay by either party in enforcing or partially enforcing any provision of these terms and conditions shall not be construed as a waiver of any of its rights under the contract.

ORDERING ADDRESS:

Campbell Scientific, Inc.
815 West 1800 North
Logan, Utah 84321-1784

Appendix A – ZephIR Warranty

1. Warranty

- 1.1. ZephIR undertakes at its option to repair or replace or (if ZephIR deems repair or replace impracticable) refund the price paid for Products which are either (a) proved by the Customer to ZephIR's reasonable satisfaction to have failed with twenty four (24) months of delivery by reason of faulty materials or workmanship used in their manufacture or (b) within the same period are demonstrated by the Customer to ZephIR's reasonable satisfaction to be in substantial non-conformance with ZephIR's published specification for the relevant Products, provided always that :
- 1.2. the customer shall undertake reasonable inspection and tests on the Products promptly following their delivery;
- 1.3. the customer informs ZephIR promptly on discovery of the alleged failure or non-conformance and promptly returns the Products, carriage paid, with a full written report on the failure or non-conformance;
- 1.4. the Products have been stored, installed, maintained and used properly having regard in particular to ZephIR's and other applicable specifications and instructions;
- 1.5. unless otherwise agreed, the repaired or replaced Products will be delivered to the original point of delivery at the customers expense;
- 1.6. this warranty shall not apply in cases of fair wear and tear to any Products or parts thereof, nor to any parts of Products which are consumable in nature;
- 1.7. the Customer shall refund to ZephIR the cost to ZephIR of any replacement, repair, or re-delivery of the Products effected by ZephIR where the failure or non-conformance is not within the scope of this warranty; and
- 1.8. the defect in the Products does not result from designs, materials or workmanship furnished by the Customer
- 1.9. Save as specified in Condition 2.1, ZephIR does not make or give any representation or undertake (express or implied) about the condition, description, quality or performance of the Work or its fitness for any particular purpose. All warranties, representations and undertakings by ZephIR whether statutory or otherwise are, to be the fullest extent permitted by law, expressly excluded.