



STANDARD TERMS AND CONDITIONS OF SALE

1. General

1.1. These terms and conditions (“Terms” or “Agreement”) govern the sale of equipment (“Goods” or “Products”) by **Triol Trading LLC** with its offices at 10370, Richmond Ave., Suite 1175, Houston, USA, TX 77042 (“Seller” or “Triol”).

1.2. These terms and conditions prevail over Buyer’s supplemental or conflicting terms and conditions to which notice of objection is given hereby. Neither Seller’s commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer’s supplemental or conflicting terms and conditions. The Seller’s failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Buyer’s acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

1.3. These Terms supersede all prior oral or written agreements, proposals, discussions, correspondence, representations, warranties and covenants. No course of prior dealings, acceptance or acquiescence in a course of performance and no usage of the trade shall be relevant to supplement, explain or modify this Terms. All representations, promises, warranties or statements by an agent or employee of Triol that differ in any way from this Terms hereof shall be given no effect or force. No waiver or alteration of Terms shall be binding unless in writing signed by the Seller. Notwithstanding the foregoing, if Seller and Buyer have separately negotiated and entered into a separate agreement signed by both parties (“Separate Agreement”), such Separate Agreement shall control over any conflicting term or condition of this Agreement.

1.4. The price, terms of payment, quantity and delivery location (as defined below) for the Goods may be separately agreed and/or set forth in a Purchase Order (“PO” or “Order”) issued by the Buyer and accepted by the Seller.

2. Ordering Procedure

2.1. By issuing a Purchase Order for Goods to Seller, Buyer makes an offer to purchase such Goods pursuant to this Terms.

2.2. Seller has no obligation to accept any PO; however, Seller may accept a PO by confirming the order in writing or by delivering the applicable Goods to Buyer, whichever occurs first. Seller may reject or cancel a PO, as well as offer the Buyer to amend the PO, which Seller may do without liability or penalty, and without constituting a waiver of any of Triol’s rights or remedies under this Agreement.

2.3. Upon acceptance of an Order, Buyer shall be obligated to purchase and accept from Seller the Goods specified in such Order. Cancellation or modification of all or part of any Order is subject to Seller’s prior written consent in each instance. Buyer agrees to pay Seller all costs and damage incurred by Seller as a result of Buyer's delay or refusal to accept Goods or as a result the cancellation or modification of the accepted Order.

3. Price and Payment

3.1. Buyer shall purchase the Goods at the prices set forth in the accepted POs.

3.2. The payments shall be made against invoice provided to Buyer. The price in the invoice will be specified in US Dollars. Invoices shall be mailed to the Buyer at the address indicated on the face of the PO issued by the Buyer. Payment shall be made in full within 30 calendar days from the date of the invoice except as otherwise provided in the PO. Payment shall be considered to have been made on the day the payable sum is received by Triol. The Parties may agree specific payment terms in the Purchase Order.

3.3. The payments shall be made by direct payment in US dollars. Payment can also be carried out by opening the letter of credit by the Buyer or direct payment with the provision of a bank guarantee by the Buyer to the Seller. In case the Buyer opens the Letter of Credit or Bank Guarantee, the terms and the bank must be agreed by the Seller in writing.

3.4. Unless otherwise agreed in PO or invoice, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes may appear as separate items on Seller's invoice.

3.5. Buyer shall provide Seller, on request, with properly completed resale certificates or exemption certificates for any tax from which Buyer claims exemption.

3.6. Buyer shall pay interest on all late payments calculated daily and compounded monthly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Buyer also shall reimburse Triol for all reasonable costs incurred by Triol in collecting any late payments, including attorneys' fees and court costs. In addition to all other remedies available under this Terms or at law (which Triol does not waive by the exercise of any rights under this Agreement), if Buyer fails to pay any undisputed amounts when due under this Agreement, Seller may suspend the delivery of any Goods.

4. Delivery and Passage of Title

4.1. Terms of Delivery shall be specified in the PO.

4.2. The buyer is obliged to accept the goods in accordance with the conditions specified in the Order.

4.3. Buyer shall inspect and test the Goods delivered hereunder for damage, visible defects or shortage immediately upon receipt and provide Seller notice of any such damage, defect or shortage within fifteen (15) days of receipt. Settlement of matters related to the Goods delivery of undue quantity and quality (visible defects) shall cause calling of the Seller's representative.

4.4. Moment of passing the risks of loss or damage of the Goods on to the Buyer is determined by the terms of delivery as set forth in the PO in accordance with Incoterms 2020.

4.5. Title to the Goods transfers from the Seller to the Buyer concurrently with passing the risks in accordance with the terms of delivery.

4.6. Buyer has no right to use or resell the Goods on the territory of North Korea, Iran, other territories that are under the sanctions of the international community.

5. Warranty

5.1. Seller declares and guarantees that the Goods are in good condition, their quality conforms to the requirements of the Buyer and technical specifications of the manufacturer, as well as that all documents that certify quality of the Goods and their compliance to the set requirements will be submitted to the Buyer.

5.2. Seller sets a warranty period for the Goods supplied under the PO of 12 (twelve) months from the date of Goods commissioning, but not more than 24 (twenty-four) months from the date of delivery. Another warranty period can be set in the technical documentation to the Goods.

5.3. In case of Goods failure, disclosure of other defects within the warranty period, the Buyer is obliged to send a written notice to the Seller in 3 (three) business days from the date of the issue, providing all evidence and information (photo and video materials, the event log, chronology of actions before the failure and measures taken after it, etc.) At the request of the Seller, the Buyer is obliged to provide additional information regarding the event. In 3 (three) business days from the date all necessary information was received from the Buyer, the Seller has to inform about his decision regarding his choice of the investigation procedure and the preliminary terms of drawing up the Goods defects report as its result, where it shall be specified is there a fact of Goods failure, the defaulting Party, order of Goods repair/replacement, distribution of appropriate expenses between the Parties, along with other issues, related to the Goods repair/replacement.

5.3.1. If the Seller decides to send his representative, the specified representative must appear no later than 20 (twenty) calendar days after receiving the notification, not counting the time required to travel to the location or operation of the Goods, having with him a power of attorney to participate in drawing up the Goods defects report.

5.3.2. If the Seller decides to engage a third-party expert organization for diagnostics, the Seller must within 5 (five) business days offer the Buyer an expert organization and the estimated date of the inspection for approval. The Buyer must agree on one of the options within 3 (three) business days or send his substantiated objections to the Seller.

5.3.3. If the Seller decides to refuse to participate in the drawing up of the Goods defects report, the mentioned report drawn up unilaterally by the representative of the Buyer will be considered to be a valid ground for raising the claims to the Seller, but it cannot serve as a conclusive evidence before the court.

5.4. If under the Goods defects report, the case will be recognized as a guarantee, and, unless otherwise will be agreed by the Parties in writing – all expenses (repair, replacement of parts or Goods, delivery, diagnostics, examination and other expenses related to the fulfillment of warranty obligations) are borne by the Seller. If under the Goods defects report, the Goods meet all the declared standards and are free from defects, or the deficiency of the Goods appeared due to the Buyer's fault (non-warranty case), all expenses, stated above - unless otherwise agreed by the Parties in writing - are borne by the Buyer, who is obliged to pay all documented expenses associated with the fulfillment of warranty obligations within 5 (five) business days from the date of the invoice, issued by the Seller.

5.5. Warranty shall be valid if the Goods operate in compliance with Technical Conditions, technical passport, technical description, operational instruction, submitted by the Seller to the Buyer.

5.6. Buyer shall not be entitled to, and Seller shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of buyers, punitive damages, loss of contracts or orders or any indirect, special, incidental or consequential damages of any nature. Buyer's recovery from Seller for any claim shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise. Buyer will indemnify, defend and hold Seller harmless from any claims based on (a) Seller's compliance with Buyer's designs, specifications, or instructions, (b) modification of any products by anyone other than Seller, or (c) use in combination with other products.

6. Force Majeure

6.1. Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

7. Confidential Information

7.1. While the amount of Confidential Information to be disclosed is completely within the discretion of Disclosing Party. The Buyer undertakes not to manufacture the goods of the Seller and goods, which are supplied by the Seller.

7.2. The Disclosing Party shall make disclosure of proprietary and confidential information ("Confidential Information") in a manner permitting the most appropriate and certain communication, i.e., orally, in writing, or partly orally and in writing. "Confidential Information" shall mean any and all data and information contained in any tangible medium of expression as provided by one party ("Disclosing Party") to the other party ("Receiving Party") pursuant to this Agreement and shall include but not be limited to ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, designs, sketches, know-how, photographs, plans, drawings, specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, or inventions, and all other relevant information pertaining thereto and which is prominently marked as "Proprietary" or "Confidential." In the case of any item of information that cannot be so marked, such as verbal or oral information, such item of information shall be considered Confidential Information if identified as "confidential" before the disclosure thereof to the Receiving Party and subsequently reduced to writing by the Disclosing Party and delivered to the Receiving Party within thirty (30) days of the date of such disclosure. Upon request of the Disclosing Party, the Receiving Party agrees to (a) return all Confidential Information to the Disclosing Party, or (b) destroy all such Confidential Information and certify such destruction to the Disclosing Party by an appropriate officer of the Receiving Party.

7.3. The Receiving Party hereby covenants and agrees that it (a) will not knowingly (either directly or indirectly) reveal or disclose Confidential Information or the fact that the parties have entered into this Agreement, to any other person, partnership, association, or corporation; (b) will treat all such Confidential Information received from the Disclosing Party as confidential and proprietary in nature to the Disclosing Party; and (c) will safeguard the secrecy of such Confidential Information by following procedures at least as stringent as those used in safeguarding its own valuable confidential information and trade secrets.

7.4. The Receiving Party covenants and agrees not to use, sell, lease, license or otherwise commercially use Confidential Information or distribute information regarding the relationship of the parties, either directly or indirectly, unless express, prior written authorization is obtained from the Disclosing Party signed by an appropriate officer.

7.5. To maintain the confidentiality attaching to Confidential Information, the Receiving Party shall (a) limit disclosure of Confidential Information only to those of its employees (i) who have a reasonable need to know and use such Confidential Information in furtherance of this Agreement; (ii) who have been informed of the confidential nature of the Confidential Information of the Disclosing Party and of the obligations of the Receiving Party in respect thereof; and (iii) who have executed agreements with the Receiving Party obligating such employees to maintain the confidentiality of the Confidential Information at least to the extent required by this Agreement; (b) not make copies of Confidential Information without the prior written approval of the Disclosing Party, except to the extent necessary to carry out the Purpose(s) specified in this Agreement; (c) not use, reproduce, transform or store any Confidential Information in an externally accessible computer or electronic information retrieval system transmitted in any form or by any means whatsoever outside of its usual place of business; (d) not permit or allow the Confidential Information to be used or accessed by or otherwise made available to any consultant or contractor



of the Receiving Party without the prior written permission of the Disclosing Party; and (e) not make any changes, modifications or enhancements to the Confidential Information, or to create any derivative work from such Confidential Information.

7.6. Nothing hereinabove contained shall deprive the Receiving Party of the right to use or disclose any information (a) which is, at the time of disclosure, known to the trade or the public; (b) which becomes at a date later than the time of disclosure known to the trade or the public through no fault of the Receiving Party; (c) which is possessed by the Receiving Party, as evidenced by the Receiving Party's written records, before receipt thereof from the Disclosing Party; (d) which is disclosed to the Receiving Party in good faith by a third party who has an independent right to such information; (e) which is independently developed by or for the Receiving Party without access to the information received from the Disclosing Party, as evidenced by the Receiving Party's written records; or (f) which is required to be disclosed by the Receiving Party pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Receiving Party uses its best efforts to provide timely notice to the Disclosing Party of such order in order to permit the Disclosing Party an opportunity to contest such order.

7.7. The Receiving Party understands and agrees that the Disclosing Party is entitled, in the event of any breach of this Agreement, to seek a restraining order and/or injunction from any competent court to enjoin and restrain the Receiving Party and its employees or agents from any disclosure of Proprietary Information of the Disclosing Party. Such equitable remedies shall be in addition to and not in lieu of any damages to which the Disclosing Party may be entitled by law.

8. Governing Law

8.1. This Agreement shall in all respects be governed by and interpreted in accordance with the laws of the State Texas, U.S., including the Uniform Commercial Code as enacted in Texas.