

Emitted Energy Standard Terms and Conditions of Sale

EE-LEGAL-001

Document owner	Emitted Energy, LLC
Revision	1.0
Effective date	TBD
Approval	President approval pending
Status	Public

Document Control

Control field	Current value
Document number	EE-LEGAL-001
Title	Emitted Energy Standard Terms and Conditions of Sale
Owner	Emitted Energy, LLC
Revision	1.3
Effective date	01 January 2026
Approval authority	President
Approval status	Approved
Document class	Public customer contractual terms

Revision History

Revision	Date	Description	Prepared by	Approval
1.3	January 01 2026	Full working document incorporating approved business terms for Sections 1 through 22.	Emitted Energy, LLC	Approved

Document Boundary

This customer-facing document states contractual terms for Emitted Energy quotations, orders, products, systems, software, and services. Internal pricing rules, margin standards, approval limits, negotiation guidance, and exception procedures belong in a separate internal commercial standards manual and are not part of this document.

Table of Contents

Introduction 5

1 Purpose and Applicability 5

2 Definitions 5

3 Commercial Agreements 7

4 Commercial Terms 8

5 Delivery Shipping and Risk of Loss 9

6 Inspection and Acceptance 10

7 Project Suspension Delay and Restart 11

8 Returns Changes and Order Cancellation 12

9 Warranty 12

10 Customer Responsibilities and Site Conditions 13

11 Installation Commissioning Training and Validation 14

12 Software Licenses Data and Remote Access 15

13 Intellectual Property and Deliverable Use 16

14 Confidentiality 17

15 Safety Regulatory Compliance and Permits 17

16 Indemnification 18

17 Limitation of Liability 19

18 Insurance 20

19 Force Majeure 20

20 Default and Termination 21

21 Governing Law Dispute Resolution and Venue 22

22 General Provisions 22

The table of contents is an automatic Word field. Open the document in Microsoft Word and update the field after substantive revisions.

Introduction

These Standard Terms and Conditions of Sale govern the sale of Products and performance of Services by Emitted Energy, LLC. They are intended for use with the Seller's Quotations, accepted Orders, and approved Change Orders.

The Agreement identifies the specific Work, price, schedule, payment requirements, and technical assumptions for each transaction. These Terms provide the common commercial rules that apply unless an authorized written agreement states otherwise.

1 Purpose and Applicability

1.1 Purpose

These Terms establish a consistent commercial framework for the Work that Seller provides to Buyer. The framework supports clear scope, pricing, payment, performance, and responsibility expectations across transactions.

1.2 Covered Work

These Terms apply to Products and Services identified in an Agreement, including the following categories when included in Seller's scope:

- thermal imaging cameras, sensors, controls, electrical panels, infrared heating components, and related equipment;
- engineered systems, application engineering, design, programming, controls integration, and system configuration;
- software, licenses, data interfaces, remote connectivity, and related technical deliverables; and
- installation support, commissioning, training, validation, certification, maintenance, lifecycle support, and technical services.

1.3 Application to Each Transaction

These Terms apply when they are attached to, incorporated into, referenced by, or provided with a Quotation or Order accepted by Seller. Buyer accepts these Terms by issuing an Order that references a Quotation, authorizing Seller to begin Work, accepting delivery, or paying an invoice, unless the parties sign a different written agreement.

1.4 Excluded Internal Standards

Seller's internal pricing standards, approval authorities, margin requirements, exception procedures, and negotiation guidance are not part of the Agreement. Those internal standards do not create obligations to Buyer or modify these Terms.

2 Definitions

2.1 Agreement. the binding written agreement between Buyer and Seller for the Work. The Agreement consists of the documents identified in 3.4 Order of Precedence.

2.2 Buyer. the person or entity purchasing or receiving the Work from Seller, including the party identified in the applicable Quotation or accepted Order.

2.3 Buyer Materials. the specifications, drawings, samples, equipment, software, data, credentials, instructions, and other materials that Buyer or its representatives provide for the Work.

2.4 Change Order. a written change to the scope, price, schedule, assumptions, responsibilities, or other requirements of an Agreement that Seller has accepted.

2.5 Claim. a third-party demand, action, suit, or proceeding for which a party seeks defense or indemnification under the Agreement.

2.6 Confidential Information. nonpublic technical, commercial, operational, security, or business information disclosed by or for a party and identified as confidential or reasonably understood to be confidential.

2.7 Deliverables. the documents, drawings, software configurations, reports, data files, training materials, or other work product that Seller is required to provide under the Agreement.

2.8 Documentation. the manuals, instructions, drawings, specifications, records, and other user or technical information that Seller supplies for the Work.

2.9 Equipment. the hardware, assemblies, panels, sensors, components, accessories, and other tangible items supplied as part of the Work.

2.10 Force Majeure Event. an event beyond the affected party's reasonable control that prevents or materially delays performance despite reasonable mitigation efforts.

2.11 Intellectual Property Rights. patent, copyright, trademark, trade-secret, database, mask-work, and other proprietary rights recognized under applicable law.

2.12 Losses. damages, judgments, settlements, penalties, fines, costs, and reasonable legal fees arising from a Claim.

2.13 Order. Buyer's purchase order or other written authorization requesting Work described in a Quotation.

2.14 Products. Equipment, Software, components, replacement parts, and other goods that Seller supplies under the Agreement.

2.15 Quotation. Seller's written quotation, proposal, scope document, or similar commercial offer describing the Work and transaction-specific terms.

2.16 Seller. Emitted Energy, LLC.

2.17 Services. engineering, integration, programming, installation support, commissioning, training, validation, maintenance, repair, certification, consulting, and other services identified in the Agreement.

2.18 Site. the location where Products are delivered, installed, tested, used, or supported, or where Services are performed.

2.19 Software. software, firmware, code, configurations, interfaces, dashboards, scripts, databases, and related documentation supplied or configured as part of the Work.

2.20 Specifications. the written technical requirements, performance criteria, drawings, interfaces, assumptions, and exclusions expressly incorporated into the Agreement.

2.21 Third-Party Products. Products, Software, components, or services that a person other than Seller develops, manufactures, licenses, or provides.

2.22 Work. the Products, Services, Software, Deliverables, and other obligations that Seller agrees to provide under an Agreement.

3 Commercial Agreements

3.1 Formation of Agreement

A Quotation is an offer only for the stated Work and remains subject to its stated conditions. An Agreement forms when Seller accepts Buyer's Order in writing, begins authorized Work, or otherwise confirms acceptance in writing.

Seller's acknowledgment of an Order confirms receipt and acceptance only to the extent stated by Seller. Silence, administrative processing, or receipt of Buyer documents does not accept additional or conflicting terms.

3.2 Quotations and Validity

A Quotation remains open for the validity period stated in that Quotation. If no period is stated, the Quotation expires 30 calendar days after its issue date unless Seller extends it in writing.

Prices, schedules, and availability may be based on information available when Seller issues the Quotation. Seller may update them if Buyer delays acceptance or if supplier pricing, tariffs, availability, or scope assumptions change before the Agreement forms.

3.3 Buyer Purchase Orders and Other Terms

An Order shall identify the applicable Quotation and include the correct legal entity, billing information, delivery location, and authorized commercial amount. Seller may reject or request correction of an incomplete or inconsistent Order.

Any additional or conflicting term in Buyer's Order, supplier portal, specification, policy, acknowledgment form, or other document is rejected unless Seller expressly accepts that term in a writing signed by an authorized representative.

3.4 Order of Precedence

If documents within an Agreement conflict, the following order controls only to the extent of the conflict:

- a later Change Order or amendment signed or otherwise expressly accepted in writing by authorized representatives of both parties;
- a separate contract or master agreement signed by authorized representatives of both parties;
- the applicable Quotation, including its scope, pricing, schedule, assumptions, exclusions, and expressly incorporated Specifications;
- these Terms; and
- Buyer's Order, limited to administrative details that do not conflict with the documents listed above.

A higher-ranking document controls only for the subject it addresses. Technical drawings and Specifications control technical requirements, but they do not modify price, payment, warranty, liability, or other commercial terms unless the Agreement expressly states that result.

3.5 Changes to an Agreement

No requested change modifies the Agreement unless Seller accepts it through a Change Order or other authorized writing. Seller may evaluate the effect of a requested change on price, schedule, resources, technical performance, and previously completed Work before accepting it.

Detailed change, return, and cancellation procedures are governed by Section 8 Returns Changes and Order Cancellation.

4 Commercial Terms

4.1 Prices

Buyer shall pay the prices stated in the Agreement. Unless the Agreement expressly states otherwise, prices exclude taxes, duties, assessments, permits, freight, handling, expedited delivery charges, travel, and third-party fees incurred for the Work.

Seller may separately invoice authorized additions, out-of-scope Work, and costs caused by changes, delay, inaccurate information, restricted Site access, or Buyer responsibilities that were not completed as agreed.

Any scope adjustment remains subject to Section 3.5 Changes to an Agreement.

4.2 Taxes Duties and Assessments

Buyer shall pay all sales, use, excise, value-added, customs, duties, assessments, and similar governmental charges arising from the Work, except taxes based on Seller's net income. Seller may add applicable charges to its invoice.

Seller will honor a valid exemption certificate that Buyer provides before invoicing and that the relevant taxing authority accepts. Buyer remains responsible for charges, interest, or penalties resulting from an invalid or untimely certificate.

4.3 Payment Schedule

The payment schedule stated in the Quotation or other controlling Agreement document applies. If the Agreement does not state a different schedule, the following default schedule applies:

Work category	Default payment schedule
Advisor systems	40% with Order, 40% upon factory acceptance testing, and 20% upon completion
Marshal systems	50% with Order, 40% upon factory acceptance testing, and 10% upon completion
Emitter lamps	Net 30 days from shipment
Services	80% with Order and 20% upon completion

Seller is not required to begin or continue Work before receiving any required deposit, milestone payment, credit approval, or other payment condition stated in the Agreement.

4.4 Invoices and Due Dates

All prices and payments are in United States dollars unless the Agreement expressly states another currency. Buyer shall pay each invoice within 30 calendar days after the invoice date unless the Agreement or invoice states another due date.

Buyer shall dispute an invoice in writing within 30 calendar days after the invoice date and shall identify the specific basis and amount disputed. Seller shall respond within 10 calendar days after receiving sufficient supporting information.

Buyer shall pay all undisputed amounts when due. Buyer shall not apply retainage, setoff, back charges, deductions, or credits without Seller's prior written agreement.

4.5 Late Payment

Undisputed amounts not paid when due accrue a noncompounding late charge at the lesser of 1.5% per month or the maximum rate permitted by applicable law, calculated on the outstanding balance from the due date until paid.

Seller's acceptance of a late or partial payment does not waive the remaining balance, accrued charges, or future payment requirements.

Seller may exercise the suspension and restart rights stated in Section 7 Project Suspension Delay and Restart.

4.6 Credit and Adequate Assurance

All payment terms remain subject to Seller's credit approval. Before accepting an Order, Seller may require advance payment, a deposit, a letter of credit, or another reasonable form of payment assurance.

If Seller reasonably believes Buyer may not perform its payment obligations, Seller may request reasonable assurance and may suspend affected Work as provided in Section 7 Project Suspension Delay and Restart.

4.7 Payment Administration

Buyer shall provide accurate billing contacts, purchase-order information, tax status, and portal requirements before invoicing. Buyer shall not delay an otherwise valid payment because its internal process or supplier portal was not completed on time.

Buyer shall pay a processing fee equal to 4.5% of each amount paid by credit card. Seller may require another payment method for a transaction or amount identified before payment.

5 Delivery Shipping and Risk of Loss

5.1 Delivery Estimates

Delivery and completion dates are estimates unless the Agreement expressly identifies a firm date. All dates remain subject to system, component, material, and resource availability.

Seller will schedule the Work using information, approvals, materials, and access available at the time.

Seller may adjust an estimated date for approved changes, Buyer delay, supplier delay, transportation conditions, labor availability, Site conditions, or a Force Majeure Event. Seller shall notify Buyer of a material known schedule change.

5.2 Shipment and Freight

Seller shall ship Products using the method, destination, and commercial delivery term stated in the Agreement. If the Agreement states no delivery term, delivery occurs when Seller tenders the Products to the carrier at Seller's facility.

Buyer shall pay freight, handling, insurance, duties, and related charges unless the Agreement includes them in the price.

Seller may select a commercially reasonable carrier when Buyer does not provide timely routing instructions. Seller is not responsible for carrier performance after risk transfers under Section 5.3.

5.3 Title and Risk of Loss

Unless the Agreement states otherwise, risk of loss transfers to Buyer when Seller tenders the Products to the carrier at Seller's facility. Title transfers only after Seller receives full payment for the Products.

Risk transfer does not relieve either party of obligations that arose before transfer. Seller retains a security interest in Products until Buyer pays all amounts due for those Products, subject to applicable law.

5.4 Partial Delivery and Storage

Seller may make partial deliveries when commercially reasonable, and may invoice each delivered portion according to the Agreement. A delay affecting one portion does not excuse payment for conforming portions already delivered.

If Buyer cannot receive Products when ready, Seller may arrange storage, preserve the Products, and treat them as delivered for invoicing purposes to the extent permitted by law.

Buyer shall pay a storage charge equal to 15% of the affected Product value for each month or partial month of storage, plus reasonable handling, insurance, and later delivery costs, to the extent permitted by law.

5.5 Delivery Documentation

Seller shall provide the shipping records and Documentation identified in the Agreement. Buyer shall promptly report visible transit damage to the carrier and Seller and shall preserve packaging and evidence needed for a claim.

6 Inspection and Acceptance

6.1 Inspection

Buyer shall inspect delivered Products and completed Services within the period stated in the Agreement. If no period is stated, Buyer shall complete inspection within 10 calendar days after delivery or Service completion.

Inspection shall use the Specifications and any agreed acceptance procedure, not criteria introduced after the Agreement forms.

Buyer shall provide safe access, qualified personnel, test materials, utilities, and operating conditions needed for inspection or testing when those items are within Buyer's control.

6.2 Notice of Nonconformity

Buyer shall give Seller written notice of an alleged nonconformity within the applicable inspection period. The notice shall identify the affected Work, observed condition, supporting records, and specific Specification not satisfied.

Buyer shall provide Seller a reasonable opportunity to inspect and test the affected Work. Buyer shall not perform corrective work or incur back charges without Seller's written authorization, except to address an immediate safety hazard.

6.3 Correction and Retesting

For a verified nonconformity, Seller may repair, replace, reperform, or otherwise correct the affected Work. Buyer shall make the Work and Site reasonably available for correction and retesting.

Acceptance testing will be repeated only for the affected requirement unless broader testing is reasonably necessary. A minor variance that does not materially impair agreed use does not justify rejection of conforming Work.

6.4 Acceptance

Work is accepted when Buyer signs an acceptance record, confirms acceptance in writing, or fails to provide a timely conforming notice under Section 6.2 after the stated inspection period.

Commercial use of Work before formal acceptance constitutes acceptance to the extent the use prevents meaningful testing or demonstrates that the Work materially performs its agreed function. Acceptance does not waive a valid warranty claim.

7 Project Suspension Delay and Restart

7.1 Buyer Delay

Buyer shall perform its responsibilities according to the Agreement schedule. Buyer delay includes late approvals, incomplete information, unavailable Site access, missing utilities, unready equipment, security restrictions, or delayed payment.

Seller is entitled to a reasonable schedule extension and equitable price adjustment for documented effects of Buyer delay, including standby, remobilization, storage, rescheduling, supplier charges, and repeated Work.

7.2 Seller Delay

Seller shall notify Buyer after identifying a material delay within Seller's control and shall use commercially reasonable efforts to reduce its effect. Any corrective schedule shall account for dependencies and available resources.

Seller is not responsible for delays caused by Buyer, suppliers outside Seller's reasonable control, carriers, authorities, Site conditions, or a Force Majeure Event.

7.3 Suspension Rights

Seller may suspend affected Work after written notice if Buyer fails to make a required payment, provide reasonable payment assurance, maintain safe conditions, or perform a material responsibility needed for Seller's Work.

Seller may suspend immediately when continued performance would create an imminent safety, security, legal, or property risk. Seller shall explain the basis for suspension and the conditions reasonably required to resume.

7.4 Demobilization and Restart

During suspension, Seller may protect completed Work, remove personnel and equipment, cancel or defer affected commitments, and store Products. Buyer shall reimburse reasonable resulting costs when the suspension results from Buyer default or delay.

Seller will restart after the cause is corrected, required assurance and payment are received, and resources can reasonably be rescheduled. Restart timing remains subject to Seller's resource availability.

The parties shall document material adjustments to scope, price, or schedule through a Change Order.

8 Returns Changes and Order Cancellation

8.1 Return Authorization

Buyer shall not return a Product without Seller's written return authorization and instructions. Authorization does not confirm warranty coverage, acceptance of responsibility, or entitlement to credit.

Returned Products shall be properly packaged, identified, and shipped as instructed. Buyer bears transit risk and return costs unless Seller confirms that the return concerns a verified warranty nonconformity.

8.2 Return Eligibility

Seller may accept unused standard Products in resalable condition, subject to the return conditions stated in the Agreement or authorization. An approved return is subject to a restocking charge equal to 15% of the Product price.

Seller may also deduct inspection, testing, refurbishment, freight, and other reasonable costs from any credit.

Custom, configured, programmed, altered, obsolete, damaged, opened, contamination-sensitive, or specially procured Products are nonreturnable unless Seller agrees otherwise in writing.

8.3 Change Control

Either party may request a change. Seller shall evaluate material effects on design, compliance, price, schedule, testing, warranties, and completed or committed Work before accepting the request.

Seller is not required to proceed with changed Work until the parties authorize a Change Order. Seller may continue unaffected Work while a requested change is evaluated.

8.4 Cancellation

Buyer may request cancellation, but cancellation is effective only when Seller accepts it in writing. Seller may condition acceptance on payment of completed Work, committed costs, supplier cancellation charges, demobilization, and reasonable closeout costs.

Buyer shall also pay for custom Products and noncancelable commitments that Seller cannot reasonably redirect. After payment, Seller shall provide completed Deliverables and transferable materials to the extent stated in the cancellation agreement.

9 Warranty

9.1 Seller Warranty

Unless the Agreement states another period, the warranty period is one year after shipment for Products and Software and one year after completion for Services.

During the applicable warranty period, Seller warrants that Products manufactured by Seller will materially conform to the Specifications and be free from defects in material and workmanship under normal use.

Seller warrants that Services will be performed in a professional and workmanlike manner consistent with the agreed scope. Software developed by Seller will materially perform the documented functions identified in the Agreement when used in the specified environment.

9.2 Third Party Products

Third-Party Products are covered only by the original provider's transferable warranty and license terms. Seller shall reasonably assist Buyer with an eligible third-party warranty claim but does not expand that provider's obligations.

9.3 Warranty Conditions and Exclusions

Warranty coverage requires proper storage, installation, operation, maintenance, and environmental conditions consistent with the Agreement and Documentation. Buyer shall maintain operating records reasonably needed to evaluate a claim.

The warranty does not cover ordinary wear, consumables, misuse, neglect, accident, unauthorized repair or modification, unsuitable utilities, external systems, contamination, corrosion, improper Site conditions, or use outside the Specifications.

Seller does not warrant uninterrupted or error-free Software operation, results dependent on Buyer data or third-party systems, or performance after Buyer changes a validated configuration without Seller's written approval.

9.4 Warranty Claim Procedure

Buyer shall notify Seller promptly after discovering a suspected defect and before the warranty period expires. The notice shall describe the condition, operating environment, serial or project information, and available diagnostic records.

Buyer shall preserve the affected Work and provide reasonable access for diagnosis. Seller may require remote diagnostics, return of a Product, or Site inspection before confirming coverage.

9.5 Exclusive Warranty Remedy

For a verified covered defect, Seller may repair, replace, correct, or reperform the affected Work. If Seller determines those remedies are not commercially reasonable, Seller may refund the price paid for the affected Work.

Repair, replacement, reperformance, or refund is Buyer's exclusive warranty remedy to the extent permitted by law. Repaired or replacement Work is warranted for the remaining original period or another period stated in the Agreement.

9.6 Disclaimer

Except for the express warranties in the Agreement, Seller disclaims other warranties to the extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, and noninfringement.

10 Customer Responsibilities and Site Conditions

10.1 Information and Decisions

Buyer shall provide accurate and complete process information, drawings, samples, operating limits, interfaces, standards, approvals, and decisions needed for the Work. Seller may rely on information supplied by Buyer and its representatives.

Buyer shall promptly identify changes or errors in Buyer Materials. Seller is entitled to a reasonable price and schedule adjustment for effects that could not reasonably have been included in the agreed scope.

10.2 Site Readiness and Access

Buyer shall prepare the Site and provide timely access, work areas, utilities, lifting support, network access, environmental controls, and operating equipment identified in the Agreement. Access shall comply with reasonable Site security procedures disclosed before scheduling.

Buyer shall coordinate other contractors and operations so Seller can perform safely and efficiently. Seller may stop affected Work if conditions materially differ from disclosed conditions or prevent safe performance.

10.3 Buyer Systems and Backups

Buyer is responsible for its existing systems, network, data, production process, and equipment not supplied by Seller. Buyer shall maintain current backups and a recovery plan before Seller accesses or changes Buyer systems.

Buyer shall provide authorized credentials and permissions needed for the Work and shall remove or disable them when no longer required. Buyer remains responsible for access decisions made by its system administrators.

10.4 Cooperation and Qualified Personnel

Buyer shall appoint a representative authorized to provide instructions and approvals. Buyer shall make qualified operators, maintenance personnel, information-technology personnel, and safety contacts available as reasonably required.

11 Installation Commissioning Training and Validation

11.1 Field Service Scope

Seller shall perform only the installation, commissioning, training, validation, or field support identified in the Agreement. Work performed by Buyer or another contractor remains that party's responsibility unless Seller expressly accepts it.

Seller may rely on completed mechanical, electrical, network, utility, and safety prerequisites before mobilizing. Additional visits or labor caused by incomplete prerequisites are subject to a Change Order.

11.2 Scheduling and Site Support

The parties shall coordinate field dates based on readiness and resource availability. Buyer shall provide access, escorts, permits, lockout support, production windows, test materials, and qualified personnel stated in the Agreement.

Seller personnel shall follow disclosed Site rules that are lawful, applicable, and provided before mobilization. Site orientation or access requirements beyond the agreed assumptions may affect price and schedule.

11.3 Commissioning and Completion Records

Commissioning verifies the functions and criteria identified in the Agreement under available Site conditions. It does not establish performance for untested materials, operating states, recipes, interfaces, or production conditions.

Seller shall provide agreed completion records, test results, punch-list status, and configuration information. Buyer shall review and sign records promptly or identify specific corrections required by the Specifications.

11.4 Training

Seller shall provide the training hours, subjects, materials, location, and attendee capacity stated in the Agreement. Buyer shall select qualified attendees and ensure their availability for the scheduled session.

Training supports operation and maintenance but does not replace Buyer's safety program, employer training duties, or equipment-specific qualifications required by law or Site policy.

11.5 Validation and Certification

Seller shall perform validation or certification activities only when expressly included in the Agreement.

Buyer remains responsible for its process qualification, regulatory submissions, product quality decisions, and final approval by an authority having jurisdiction.

12 Software Licenses Data and Remote Access

12.1 Software License

Subject to payment and the Agreement, Seller grants Buyer a nonexclusive, nontransferable license to use Seller-provided Software for Buyer's internal operation and support of the Products or system identified in the Agreement.

The license is limited to the authorized Site, equipment, users, term, and use stated in the Agreement. No ownership transfers by delivery, installation, access, or payment of a license fee.

12.2 Use Restrictions

Buyer shall not sell, sublicense, publish, distribute, copy beyond reasonable backup needs, remove proprietary notices, or use Software to develop a competing product, except as the Agreement or applicable law expressly permits.

Buyer shall not reverse engineer, decompile, disassemble, or circumvent licensing or security controls, except to the limited extent applicable law prohibits that restriction.

12.3 Third Party Software

Third-party Software is governed by its provider's license terms. Buyer shall comply with those terms, and Seller may provide notices or license files required for lawful use.

12.4 Cybersecurity and Connectivity

Project-specific remote-access controls, approved support tools, data-retention requirements, and cybersecurity incident procedures shall be defined in the applicable statement of work or other Agreement document.

Each party shall maintain reasonable administrative, technical, and physical safeguards for systems within its control. Buyer is responsible for network architecture, user access, endpoint security, backups, internet connectivity, and security monitoring at the Site.

Buyer shall not connect Products or Software to a network in a manner that conflicts with the Documentation. Each party shall promptly notify the other of a known security event materially affecting the connected Work.

12.5 Data

As between the parties, Buyer retains its rights in process, production, and operating data that Buyer provides or generates. Buyer grants Seller the limited right to use that data as needed to perform, support, secure, and improve the Work.

Seller may use deidentified and aggregated technical data that does not identify Buyer, its personnel, or its Confidential Information to improve reliability, diagnostics, and service methods, subject to applicable law.

12.6 Remote Access and Updates

Remote access requires Buyer's authorization and an agreed connection method. Buyer shall provide access windows and required credentials; Seller shall use remote access only for authorized support, diagnostics, maintenance, or configuration activities.

Seller may provide updates or patches under the applicable support terms. Buyer shall test and deploy updates in coordination with its operations, change-control, cybersecurity, and backup procedures unless the Agreement assigns deployment to Seller.

13 Intellectual Property and Deliverable Use

13.1 Existing Intellectual Property

Each party retains ownership of Intellectual Property Rights developed or acquired outside the Agreement. Seller retains its methods, tools, templates, libraries, designs, know-how, Software, Documentation, and reusable technical elements.

13.2 Project Deliverables

Seller retains ownership of all project-specific Software, drawings, configurations, and other Deliverables, including all related Intellectual Property Rights. No ownership transfers to Buyer unless Seller expressly agrees in a signed writing.

Subject to full payment, Seller grants Buyer a perpetual, nonexclusive, nontransferable license to use paid Deliverables internally with the associated Work.

Buyer may provide paid Deliverables to its employees, operators, maintenance providers, and professional advisers who need them for the associated Work and are subject to appropriate confidentiality obligations.

13.3 Buyer Materials

Buyer retains ownership of Buyer Materials and grants Seller a limited license to use, reproduce, modify, and transmit them as reasonably required to perform the Agreement. Buyer represents that it has authority to grant that license.

13.4 Restrictions and Reuse

Buyer shall not use Seller drawings, Software, or Deliverables to manufacture, procure, or support products outside the licensed Work, or remove proprietary notices, unless Seller authorizes that use in writing.

Seller may reuse general skills, ideas, methods, and know-how retained in unaided memory, provided Seller does not disclose Buyer Confidential Information or Buyer-owned Intellectual Property Rights.

13.5 Intellectual Property Claims

Seller's obligations for a third-party intellectual-property Claim are stated in Section 16. Seller may obtain a continued-use right, modify or replace affected Work, or refund the price paid for affected Work that Buyer returns or stops using.

14 Confidentiality

14.1 Use and Protection

A receiving party shall use Confidential Information only to evaluate, perform, administer, or enforce the Agreement. It shall protect that information using at least reasonable care and the safeguards used for similar information of its own.

The receiving party may disclose Confidential Information to personnel, affiliates, contractors, and advisers who need it for the permitted purpose and are bound by confidentiality obligations at least as protective as this section.

14.2 Exclusions

Confidential Information does not include information that the receiving party can document was lawfully known without restriction, becomes public without breach, is received lawfully from another source, or is independently developed without using the disclosed information.

14.3 Required Disclosure

A receiving party may disclose Confidential Information when lawfully required. To the extent permitted, it shall give prompt notice and reasonable cooperation so the disclosing party may seek protective treatment.

14.4 Return and Survival

Upon written request or completion of the Agreement, the receiving party shall return or destroy Confidential Information not reasonably needed for legal, archival, warranty, or support purposes. Routine protected backups need not be separately deleted.

If the parties execute a nondisclosure agreement, that agreement controls the protection period and any conflicting confidentiality requirements. Otherwise, this Section applies. Trade secrets remain protected while they qualify as trade secrets under applicable law.

15 Safety Regulatory Compliance and Permits

15.1 Compliance Responsibilities

Each party shall comply with laws and regulations applicable to its own performance. Seller is responsible for the conformity of Seller's Work to the codes and standards expressly identified in the Agreement.

Buyer is responsible for the legality and safety of its process, Site, production use, and integration of the Work with items outside Seller's scope.

15.2 Site Safety

Buyer controls the Site and shall maintain a safe workplace, communicate known hazards, and provide required Site-specific procedures. Buyer shall coordinate lockout, tagout, confined-space, hot-work, energized-work, and other facility controls within its authority.

Seller personnel may stop or refuse Work they reasonably believe is unsafe or unlawful. The parties shall address the condition before Work resumes, and Section 7 governs resulting schedule and cost effects.

15.3 Permits and Approvals

The Agreement shall identify permits, inspections, certifications, and authority approvals included in Seller's scope. Buyer shall obtain Site, construction, operating, environmental, and production approvals not expressly assigned to Seller.

Approval by an authority having jurisdiction may depend on Site conditions or third-party work. Seller does not guarantee an approval that depends on requirements outside the agreed Specifications or Seller's control.

15.4 Export and Environmental Requirements

Buyer shall not export, reexport, transfer, or use controlled Products, Software, or technical information in violation of applicable trade laws. Buyer shall provide end-use and destination information reasonably requested for compliance.

Buyer is responsible for hazardous materials, emissions, waste, disposal, and environmental conditions at the Site, except to the extent directly caused by Seller's negligent performance.

16 Indemnification

16.1 Seller Indemnity

Seller shall defend, indemnify, and hold harmless Buyer and its officers, directors, and employees from a third-party Claim and resulting Losses to the extent caused by:

- Seller's negligent performance of the Work;
- Seller's willful misconduct;
- bodily injury, death, or damage to tangible property caused by a defect in Products manufactured by Seller; or
- infringement or misappropriation addressed under Section 16.3.

Seller has no obligation under this Section to the extent a Claim results from Buyer's negligence, willful misconduct, breach of the Agreement, or another matter for which Buyer is responsible.

16.2 Buyer Indemnity

Buyer shall defend, indemnify, and hold harmless Seller and its officers, directors, and employees from a third-party Claim and resulting Losses to the extent caused by:

- Buyer Materials, Buyer-provided Specifications, or instructions that Seller followed;
- conditions, processes, equipment, networks, or activities at the Site that are outside Seller's scope;
- Buyer's integration, operation, or use of the Work contrary to the Agreement or Documentation;
- modification, repair, relocation, or combination of the Work by a party other than Seller without Seller's written authorization;
- Buyer's violation of applicable law; or
- Buyer's negligence or willful misconduct.

Buyer has no obligation under this Section to the extent a Claim results from Seller's negligence, willful misconduct, or breach of the Agreement.

16.3 Intellectual Property Claims

Seller shall defend and indemnify Buyer from a third-party Claim alleging that unmodified Work developed solely by Seller and used as authorized under the Agreement infringes a valid patent, copyright, trademark, or trade secret in the jurisdiction where the Agreement authorizes its use.

Seller has no obligation for a Claim arising from:

- Buyer Materials, Buyer-provided Specifications, or designs required by Buyer;
- Third-Party Products or third-party Software;

- a combination with products, software, systems, or processes not supplied or approved by Seller;
- modification by a party other than Seller;
- use outside the Agreement, Specifications, or Documentation; or
- continued use after Seller provides a reasonable written instruction to stop because of an infringement Claim.

If covered Work becomes, or Seller reasonably believes it may become, subject to an infringement Claim, Seller may, at its expense and option:

- obtain the right for Buyer to continue using the affected Work;
- modify the affected Work so it is noninfringing without materially reducing its agreed function;
- replace the affected Work with a materially equivalent noninfringing alternative; or
- terminate the affected license or scope and refund the price paid for the unusable portion, less the reasonable value Buyer received.

The remedies stated in this Section are Buyer's exclusive remedies for an intellectual-property Claim to the extent permitted by law.

Buyer shall defend and indemnify Seller from a third-party intellectual-property Claim arising from Buyer Materials, Buyer-provided Specifications, or modifications and combinations for which Seller is not responsible.

16.4 Indemnification Procedure

The party requesting indemnification shall:

- give the indemnifying party prompt written notice of the Claim;
- provide information and cooperation reasonably required for the defense; and
- avoid admitting liability or settling the Claim without the indemnifying party's written consent.

A delay in notice reduces the indemnifying party's obligation only to the extent the delay materially prejudices the defense.

The indemnifying party may control the defense and select qualified counsel. The indemnified party may participate in the defense with its own counsel at its own expense.

The indemnifying party shall not settle a Claim without the indemnified party's written consent if the settlement:

- admits wrongdoing by the indemnified party;
- imposes a nonmonetary obligation on the indemnified party;
- requires payment by the indemnified party; or
- does not provide a complete release of the indemnified party.

The indemnified party shall not unreasonably withhold or delay consent to another proposed settlement.

16.5 Direct Claims

This Section applies only to third-party Claims. It does not create an indemnification right for a direct dispute between Buyer and Seller or replace remedies otherwise available for breach of the Agreement.

16.6 Relationship to Liability Limitations

Unless the Agreement expressly states otherwise, the obligations and Losses arising under this Section remain subject to Section 17 Limitation of Liability.

17 Limitation of Liability

17.1 Excluded Damages

To the extent permitted by law, neither party is liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising from the Agreement, regardless of the legal theory asserted.

The exclusion includes lost profit, revenue, production, use, opportunity, goodwill, anticipated savings, and data, and costs of substitute operations or unplanned downtime, when those losses are indirect or consequential.

17.2 Aggregate Liability

Each party's aggregate liability arising from an Agreement shall not exceed the liability cap expressly stated in that Agreement. Different caps may apply to identified risks when the Agreement expressly provides them.

A liability cap does not increase because a party asserts multiple claims, legal theories, events, invoices, or affected items arising from the same Agreement.

17.3 Excluded Obligations

The limitations in this section do not limit Buyer's payment obligations or liability for unauthorized use of Seller's Intellectual Property Rights. Other exclusions apply only when expressly stated in the Agreement or required by law.

No limitation applies to liability that applicable law prohibits a party from limiting. The parties shall interpret each limitation to preserve the agreed allocation of risk to the greatest lawful extent.

17.4 Basis of Bargain

The prices and commercial terms reflect the allocation of risk in the Agreement. The limitations apply even if a limited remedy fails of its essential purpose, to the extent permitted by law.

18 Insurance

18.1 Required Coverage

Each party shall maintain insurance appropriate to its operations, legal obligations, and risks under the Agreement. Any required coverage types, limits, endorsements, or additional-insured status shall be stated in the Agreement.

Insurance requirements do not expand or reduce a party's contractual responsibility. A party's deductible, self-insured retention, or insurer denial does not relieve that party of an obligation under the Agreement.

18.2 Evidence of Insurance

Upon reasonable request, a party shall provide certificates or other customary evidence of required coverage. A certificate does not amend the Agreement or create rights beyond the applicable policy and endorsement.

18.3 Subcontractors

Each party shall require subcontractors performing material onsite Work under its control to maintain coverage appropriate to their activities. The engaging party remains responsible for its subcontractors as stated in the Agreement.

19 Force Majeure

19.1 Excused Performance

A party is not liable for failure or delay caused by a Force Majeure Event, except for payment obligations for Work already performed or Products already delivered.

A Force Majeure Event may include severe weather, fire, flood, epidemic, war, terrorism, civil disorder, labor disruption, cyberattack, utility failure, transportation interruption, government action, embargo, or material shortage beyond reasonable control.

19.2 Notice and Mitigation

The affected party shall notify the other after reasonably determining that a Force Majeure Event will materially affect performance. The notice shall describe the expected effect and available mitigation.

The affected party shall use commercially reasonable efforts to reduce delay and resume performance. It is not required to settle a labor dispute, obtain materials at commercially unreasonable cost, or accept unsafe performance.

19.3 Schedule and Allocation

Affected dates shall be extended for the event's reasonable duration and resulting recovery. Seller may equitably allocate constrained Products, materials, or capacity among customers and internal needs using commercially reasonable criteria.

19.4 Extended Event

If a Force Majeure Event continues for 60 consecutive days, either party may terminate the materially affected Work by written notice. Buyer shall pay for completed Work and noncancelable commitments through termination.

20 Default and Termination

20.1 Material Breach

A party may terminate materially affected Work if the other party materially breaches the Agreement and fails to cure within 30 calendar days after receiving written notice describing the breach.

When a breach cannot reasonably be cured within that period, termination is unavailable if the breaching party begins cure promptly, provides a reasonable plan, and diligently completes the cure.

20.2 Insolvency and Payment Default

To the extent permitted by law, Seller may suspend or terminate affected Work if Buyer becomes insolvent, enters a formal bankruptcy or receivership process, makes an assignment for creditors, or fails to provide agreed payment assurance.

Seller may terminate for a payment default that Buyer does not cure within 10 calendar days after written notice. Suspension under Section 7 does not prevent later termination when the default continues.

20.3 Effect of Termination

Upon termination, Buyer shall pay for conforming Work performed, Products delivered, work in process, reasonable closeout costs, and noncancelable commitments attributable to the terminated scope, subject to any rights arising from Seller's uncured breach.

Each party shall return the other's property and Confidential Information as required by the Agreement. Seller shall provide paid Deliverables and transferable materials included in the terminated scope, subject to license and confidentiality terms.

20.4 Survival

Payment, license restrictions, Intellectual Property Rights, confidentiality, indemnification, limitations of liability, dispute provisions, and terms that by their nature should survive remain effective after completion or termination.

21 Governing Law Dispute Resolution and Venue

21.1 Governing Law and Venue

The laws of the State of Michigan govern the Agreement, without applying conflict-of-law rules that would select another jurisdiction's law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Each party consents to exclusive jurisdiction and venue in the state courts located in Macomb County, Michigan, or the United States District Court for the Eastern District of Michigan, as applicable.

21.2 Business Escalation

Before filing a claim, either party may request good-faith escalation to representatives with authority to resolve the dispute. Escalation does not prevent urgent protective action or allow a limitation period to expire.

The parties shall continue undisputed performance during a dispute when reasonably practicable. Buyer shall pay undisputed invoice amounts when due.

21.3 Judicial and Equitable Relief

A party may seek temporary, preliminary, or permanent equitable relief to protect Confidential Information, Intellectual Property Rights, systems, data, or property when monetary damages would not provide an adequate remedy.

Any jury-trial waiver, arbitration requirement, fee-shifting term, or special claim period applies only when the Agreement expressly states it and applicable law permits it.

22 General Provisions

22.1 Notices

A contractual notice shall be in writing and delivered personally, by nationally recognized overnight courier, or by certified United States mail with return receipt requested.

Notices to Seller shall be addressed to Emitted Energy, LLC, 6559 Diplomat Drive, Sterling Heights, Michigan 48314. Notices to Buyer shall be delivered to the address stated in the Agreement.

A notice is effective upon documented delivery or refusal. Operational communications do not constitute contractual notice unless they clearly identify the notice and satisfy these delivery requirements.

22.2 Assignment

Neither party may assign the Agreement without the other's written consent, which shall not be unreasonably withheld. Either party may assign it to an affiliate or successor in a merger or sale of substantially all relevant assets if the assignee assumes the obligations.

22.3 Subcontracting

Seller may use qualified subcontractors and suppliers to perform the Work. Seller remains responsible for their performance to the extent Seller would be responsible if it performed the same obligation directly.

22.4 Independent Contractors

The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, fiduciary relationship, franchise, or employment relationship, and neither party may bind the other.

22.5 Waiver and Severability

A waiver is effective only in writing and for the specific matter stated. Failure or delay in enforcing a right does not waive that right or any later breach.

If a provision is unenforceable, it shall be modified to the minimum extent needed to make it enforceable or removed if modification is not permitted. The remaining provisions continue in effect.

22.6 Interpretation

Headings support navigation and do not limit meaning. Singular includes plural as context requires, including means including without limitation, and a reference to writing includes an authorized electronic record.

The Agreement shall be interpreted as jointly prepared and without a presumption against either party as drafter. A party's remedies are cumulative unless the Agreement identifies a remedy as exclusive.

22.7 Entire Agreement and Amendment

The Agreement is the entire agreement concerning its subject and supersedes prior or contemporaneous proposals, communications, representations, and understandings concerning that subject. Buyer does not rely on a statement not included in the Agreement.

An amendment or waiver must be in a writing accepted by authorized representatives of both parties. A course of performance, practice, or trade usage does not amend the Agreement.

22.8 Electronic Signatures and Counterparts

The parties may sign an Agreement or Change Order in counterparts and by an authorized electronic signature. Each counterpart is treated as an original, and together they form one instrument.