

1. ORDERS

1.1. Unless otherwise stated in a written agreement signed by AgEagle (hereafter called "Buyer"), the terms and conditions herein shall apply to all purchase orders ("PO") for materials, equipment (all hereafter referred to as "Goods") or Services issued by Buyer to Seller. Seller agrees to provide the Goods described in a PO in accordance with these terms and conditions. Notwithstanding anything to the contrary stated in Seller's conditions of sale, Seller agrees that its acceptance of Buyer's purchase order constitutes (1) Seller's express disclaimer of all its conditions of sale and (2) Seller's express acceptance of the terms and conditions set out herein. A PO does not constitute a firm offer and may be revoked at any time prior to acceptance. Any terms and conditions contained in any acknowledgement, invoice or other communication of Seller which are inconsistent with these terms and conditions are hereby rejected.

1.2. An order will be considered as final and binding upon Buyer's reception in writing or by electronic mail of Seller's acknowledgment of order. Orders not acknowledged by Seller within ten (10) working days will be considered to be rejected by Seller and are hereby cancelled.

2. PRICING, INVOICING AND PAYMENT

2.1. Applicable price is the price mentioned in Buyer's purchase order or resulting from price calculation formulas as stipulated in the purchase order. Such price shall always be stipulated firm and not subject to revision or escalation, including adjustments due to currency fluctuation. Unless otherwise agreed in writing, price is fully inclusive of standard packaging per Section #3 below and of any and all costs, risks and profits related to or in connection with the performance of the purchase order.

2.2. Seller shall invoice Buyer according to the invoicing schedule set out in the purchase order. Invoices shall include purchase order number or reference, quantity and description of supplied Goods, date and reference of delivery notice and detailed price, and shall be accompanied by all the necessary supporting documents. Unless otherwise stated on the purchase order, Seller shall issue one invoice per order and be sent by mail or electronic mail. Invoices that do not comply with the above-mentioned condition shall be treated by Buyer as invalid and shall be returned to Seller.

2.3. Unless otherwise agreed in writing on the purchase order and order acknowledgement, payments term shall be forty-five (45) days from the date of delivery at Buyer's location, end of month.

3. PACKAGING AND DELIVERIES

3.1. Unless special packaging is specifically requested by Buyer on the purchase order, Seller shall supply the Goods with adequate packaging to protect the Goods from weather, corrosion, damage during transportation, etc. In any case Goods shall be packaged, marked and otherwise prepared for shipment in a manner which is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rates, (iii) adequate to insure safe arrival of the supplies at the named destination and (iv) adequate to allow the safe storage of goods and integrity of the packaging as Goods are used at Buyer's facilities.

3.2. Seller shall mark all packages and containers with all necessary lifting, handling, and shipping instructions, clearly identifying and marking items that need special care or special storage and/or transportation conditions, indicating the precautions to be taken. Seller shall label each package and container with shipping information, purchase order numbers, date of shipment, and name and address of consignor and consignee.

3.3. Seller shall be considered solely responsible for any damage to the Goods or any extra expenses due to incorrect or inadequate packaging, marking or labeling, except for damages or expenses due to special packaging, marking or labeling instructions provided in writing by Buyer.

3.4. Unless otherwise specified, the method of delivery and the respective obligations of the Parties shall be DDP Buyer's location per INCOTERMS 2024.

4. DELIVERY TIMELINESS

4.1. Time is of the essence with regard to the delivery dates specified on the PO. Seller acknowledges that any deviations from the scheduled delivery date represent a serious disruption to Buyer's business. Seller must notify Buyer as early as possible of any events that may impact Seller's ability to meet the scheduled delivery date and except the case of a Force Majeure event (see Section #14 below), Seller will be responsible for all costs incurred by Buyer as a result of Seller's non-performance, including overtime or premium freight charges and costs associated with Buyer obtaining the Goods or Services from an alternate source.

4.2. Except in the case of a Force Majeure event, Buyer shall have the right to cancel the order without Seller having right to any indemnity or compensation and unaffected Buyer's right to claim for any damage, loss or prejudice arising from the delay, (i) if the forecast delivery is too late according to Buyer's needs and (ii) in the event of any delay that has not been notified in writing in advance.

5. CHANGES AND SUBSTITUTIONS

5.1. Buyer and Seller agree to negotiate in good faith to accommodate any changes requested by Buyer after the PO is confirmed, including changes in quantity, delivery timing or order content.

5.2. Any substitution of Goods or deviations from the specifications contained in the PO by Seller must be agreed to in writing by Buyer prior to shipment. 5.3. Buyer reserves the exclusive right, at our sole discretion, to modify or replace these Terms and Conditions at any time. What constitutes a material change will be determined at our sole discretion.

6. PERFORMANCE, INSPECTION AND REFUSAL OF GOODS

6.1. Buyer shall have the right to refuse Goods that do not comply with the relevant purchase order or the applicable specifications or requirements. Seller shall at its expense take back non-accepted delivered Goods within ten (10) working days from date of reception of the notice of non-acceptance. After the ten (10) days period has elapsed, Buyer will return the Goods to Seller at Seller's expense. Prior payment to secure cash discounts does not constitute Buyer's acceptance of the Goods.

7. WARRANTIES

7.1. Notwithstanding any written warranty statements supplied to Buyer by Seller, Seller also warrants that Goods or Services:

7.1.1. Are fit for use in Buyer's products and any other purpose made expressly known to Seller by Buyer.

7.1.2. Are of good workmanship, free from defects, conform to applicable standards and specifications referenced in or supplied with the PO and are of merchantable quality.

8. INTELLECTUAL PROPERTY

8.1. Seller guarantees that the Goods to be supplied do not infringe any patent, license, industrial patent right, copyright, mask work right or any other industrial and/or intellectual property right of any third party. Seller further guarantees that it has full right to use, produce and sell the Goods to be supplied and that Buyer shall have full right to use and resell such Goods. 8.2. Seller agrees to hold Buyer harmless against any claim or action for infringement of a third party industrial or intellectual property right, to pay all costs incurred by Buyer for the defense of such claim or action, including reasonable attorney fees, and to indemnify Buyer for any damage, loss and prejudice suffered by Buyer as a direct or indirect consequence of such claim or action.

9. PROPRIETARY INFORMATION AND CONFIDENTIALITY

9.1. Any data, drawing, design, equipment or other material or information which is (i) provided by Buyer or (ii) provided by Seller but for paid by Buyer either separately or as a separately quoted part of the Goods' purchase price, shall be solely owned by Buyer and shall be considered Buyer's proprietary and confidential information.

9.2. Seller agrees to keep strictly confidential any and all materials and information under 9.1 as well as any other Buyer's proprietary materials and/or information received for the purposes hereof and to avoid communication or disclosure of such material and/or information to any third party unless with prior written consent of Buyer.

9.3. Any advertising, public announcement or oral or written communication regarding transactions or relationships between the parties shall be subject to Buyer's prior written approval.

10. TERMINATION

10.1. Buyer shall have the right to terminate the PO without paying any compensation or penalty to Seller (a) before Seller's acknowledgment of order pursuant to clause 1.2 above, or (b) if any of the following events occurs: (i) Seller fails to deliver the Goods (and/or the performance of any Services) within the date scheduled in the purchase order per Section 4 above; (ii) Seller fails to comply with its warranty obligations per Section 7 above; (iii) Seller unreasonably withholds its consent to purchase order changes as per Section 5 above; (iv) Seller is in breach of any of its obligations arising from these General Terms and Conditions of Purchase or from a contract between the parties to which the purchase order is subject, and breach is not cured within ten (10) days from reception of written notice from Buyer of the breach; (v) a proceeding under insolvency, bankruptcy or similar laws is commenced against Seller; or (vi) an occurrence that constitutes a circumstance of Force Majeure according to Section 16 hereafter gives rise to a delay lasting more than four (4) weeks from the scheduled delivery date.

10.2. Upon receipt of notice of a purchase order's termination from Buyer, Seller shall immediately stop all work under that purchase order, place no further orders nor make any further commitments for materials or services to complete the work and make any reasonable effort to minimize costs and losses due to the termination. In case of termination not due to a default by Seller, Seller shall be entitled to claim compensation, the amount of which shall be settled by mutual agreement of the Parties, taking into account the time of termination, the work already carried out and the costs and expenses already sustained by Seller under the terminated purchase order, as well as the possibility to sell the Goods to other customers.

11. LIABILITY AND INSURANCE

11.1. Seller shall be solely responsible and liable towards Buyer and any third party for any physical injury, property damage or any other material damage, loss or prejudice arising from performance by Seller or Seller's employees, agents or subcontractors, of Seller's obligations under the purchase order. 11.2. Seller shall take out adequate insurance policies to cover any liability that, subject to clause 11.1 above, might arise towards Buyer, and hereby agrees to indemnify and hold Buyer harmless against any such damage and liability.

12. FORCE MAJEURE

12.1. Neither party shall be responsible or liable for any delay or failure in performance arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to, accident, act of God, acts of the public enemy, earthquake, fire, flood, labor disputes, riots, civil commotion, war (declared or not), requirements or acts of any government or agency thereof. The delayed party shall send written notice of the delay and the reason therefore to the other party as soon as possible after the party delayed knew of the cause of delay in question.

13. APPLICABLE LAW AND JURISTRICTION

13.1. These terms shall be governed by and construed in accordance with the laws of Kansas, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision in these Terms shall not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or not enforceable by a court, the remaining provisions of these Terms shall remain in effect. These terms constitute the entire agreement between the Parties and supersede or replace any prior agreements that may have been in place.

14. SEVERABILITY

14.1. In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these General Terms and Conditions of Purchase shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. WAIVER

15.1. Buyer's waiver of a Seller's breach or default under these General Terms and Conditions of Purchase shall not be a waiver of any subsequent default. Failure of Buyer to enforce compliance with any term or condition hereof shall not constitute a waiver of such term or condition nor shall it affect Buyer's right to enforce compliance to such term or condition at a later time.

16. ASSIGNMENT

16.1. Seller shall not, without Buyer's prior written consent, sub-contract directly or indirectly at any level the performance of the purchase order or any part thereof. Seller shall indemnify and hold Buyer harmless against any and all claims of its contractors and/or Sellers.

16.2. The purchase order shall not be assigned without the prior written consent of Buyer, except that it may be assigned to subsidiaries or affiliates of either Party, to any surviving corporation of a merger by either Party, or to a purchaser of all or substantially all of the assets of either Party.

Note: All parts and processes must be RoHS/REACH compliant. Supplier/Manufacturer is required to supply RoHS/REACH certificate of compliance with each shipment, or the order will be rejected and returned.