

	Test Equipment Distributors 1370 Piedmont Troy, MI 48083	Document No.: TED-GEN-002	Version: 02	Date of Issue: 2025-__-04
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GENERAL TERMS AND CONDITIONS

FOR THE SALE OF GOODS

1. Applicability.

(a) These General Terms and Conditions for the Sale of Goods ("Terms") are the only terms that govern the sale of the goods ("Goods") by Test Equipment Distributors, LLC ("Seller") to the Buyer named on Seller's Order Confirmation (as defined below). As an authorized distributor and manufacturer's representative, Seller is authorized by multiple manufacturers ("Manufacturer") for the sale of the Goods. Collectively Buyer, Manufacturer and Seller are referred to as the "Parties" and individually as "Party."

(b) The accompanying order confirmation (the "**Order Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Seller expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Acceptance of the Order Confirmation by Buyer, which shall be deemed accepted should Buyer not object in writing within one (1) business days of receipt of the Order Confirmation, is a prerequisite to the purchase of the Goods and shall operate as an acceptance of these Terms which are expressly incorporated into the Order Confirmation.

(c) Notwithstanding anything herein to the contrary in this Agreement, any individual Good with a purchase price of or value exceeding \$10,000.00 USD, and evidenced by a written contract signed by Buyer and the President of Seller ("**Covered Equipment**"), shall be subject to the additional terms and conditions set forth in **Appendix A**, which is attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Agreement and the terms set forth in Appendix A, the terms of Appendix A shall control with respect to the Covered Equipment.

(d) To the extent services are being provided by Seller in connection with the sale of any Covered Equipment, the terms and conditions applicable to such services set forth in **Appendix B** attached hereto shall control.

2. Delivery and Title

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order subject to availability of the Goods. Delivery dates given by Seller are estimates only and are subject to Manufacturer delay, shipping variations and requirements. Seller shall not be liable for any delays, loss, or damage to the Goods in transit. (b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the Buyer's designated shipping location (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods.

(c) All shipments are made FOB Origin. Title to and risk of loss for the Goods shall pass to the Buyer upon delivery of the Goods to the carrier at the Delivery Point. The Seller will select the best method and carrier for shipment unless otherwise specified in writing by the Buyer. The Buyer waives the right to dispute the method and carrier chosen by the Seller if no designated shipping terms are specified in writing.

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(d) The Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer from any of Seller's locations. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

3. Security for Payment.

(a) As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a Purchase Money Security Interest under the Uniform Commercial Code.

4. Amendment and Modification.

(a) Except for Section 1(b), these Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party.

5. Inspection.

(a) Buyer shall inspect the Goods within (3) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in the Order Confirmation; or (ii) product's label or packaging incorrectly identifies its contents; or (iii) product is unusable due to defect not caused by carrier mishandling.

(b) If Buyer timely notifies Seller of any Nonconforming Goods within the Inspection Period, Seller may, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable third-party shipping and handling expenses actually incurred and paid by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility designated in a Return Merchandise Authorization ("RMA") issued by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for Nonconforming Goods. Except as provided under Section 5(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller. The Seller reserves the right to refuse any return of Goods.

6. Return Merchandise Authorization.

(a) Apart from Nonconforming Goods as defined in Section 5(a), and excluding any custom product, Buyers may request an RMA within 30 days of receipt of invoice for the Goods for the following reasons: (i) Buyer changed mind, (ii) Buyer no longer needs the product, (iii) Buyer ordered incorrectly, (iv) Buyer has quality requirements that do not allow the Goods purchased. For all RMAs, apart from Nonconforming Goods as defined in Section 5(a), Seller will charge a return fee ("Restock Fee") that is 25% of the Price of the Goods. Seller may increase or decrease the Restock Fee percentage at its sole discretion.

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(b) If Buyer timely notifies Seller of desire to return Goods, Seller shall, in its sole discretion, credit or refund the Price for such Goods. Seller reserves the right to refuse any return of Goods. Buyer must notify Seller according to terms specified in Section 5 before obtaining an RMA.

(c) If Seller issues an RMA, Buyer must return the Goods in their original condition to Seller within 30 days of the date the RMA is issued. If Buyer fails to return Goods within 30 days, the RMA is considered void, and the Buyer has lost its ability to return the Goods. Seller will inspect upon receipt the returned Goods and will adjust the credit or refund to the Buyer if Goods received are not in their original condition. (d) Apart from Nonconforming Goods as defined in Section 5(a), Buyer is responsible for all shipping charges, including freight, insurance, and any applicable tariffs, duties, and taxes to return the Goods to the Seller.

7. Price.

(a) Buyer shall purchase the Goods from Seller at the prices set forth in Seller's published price list or as quoted by Seller (the "Prices"). Seller reserves the right to modify Prices if the Manufacturer of the Goods changes the prices charged to Seller.

(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, tariffs, duties, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

(c) The Prices include Seller's standard packaging. The Prices exclude transportation and insurance costs which are the responsibility of the Buyer.

(d) Seller may increase the Prices of the Goods by the amount of any new or increased tax, duty, tariff or other governmental charge imposed on, or that affects the cost of, the manufacture, sale, transportation, delivery, export, import or use of the Goods or the materials required for their manufacture. Any such price adjustment shall be effective immediately upon notice to Buyer.

8. Payment Terms.

(a) Buyer shall pay Seller all amounts owed within 30 days after delivery or the date of Seller's invoice, whichever is later. All payments hereunder shall be in U.S. dollars and made by ACH, unless otherwise agreed upon by the Parties. Seller reserves the right to require pre-payment in its sole discretion.

(b) Buyer must agree to provide credit references upon Seller's request. Seller reserves the right to refuse credit to any Buyer.

(c) Seller may accept payments made by credit card. Any credit card payment made by Buyer will incur a 3% credit card processing fee (" Credit Card Fee").

(d) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. In the event that Seller and Buyer have mutually agreed in a signed writing to defer any payments due under this Agreement, Buyer shall pay interest on the deferred balance at a rate of 12% per annum, calculated from the date of delivery of the Goods until the deferred amount is paid in full. Such interest shall be payable by Buyer along with the deferred payments.

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(e) Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or applicable law, which Seller does not waive by the exercise of any rights hereunder, Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following the payment due date under Section 8(a). Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

9. Limited Warranty. Seller warrants to Buyer that:

(a) All Goods are warranted by their respective Manufacturer's warranty. For the avoidance of doubt, Seller does not warrant or guarantee any Goods outside of the Manufacturer's warranty period or coverage (the "Warranty Period"); and

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

The warranties under this Section 9 do not apply where the Goods have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by Seller, or improper testing, installation, storage, handling, repair, or maintenance; (ii) reconstructed, repaired, or altered by anyone other than Seller or its authorized representative; or (iii) used with any third-party product, hardware, or product that has not been previously approved in writing by Seller.

10. Buyer's Exclusive Remedy for Warranty Claims. During the Warranty Period:

(a) Buyer shall notify Seller, in writing, of any alleged warranty claim within 1 days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim, but in any event before the expiration of the applicable Warranty Period;

(b) Upon Manufacturer approval and guidance, Buyer shall ship the relevant Goods within 30 days of the date of its notice to Seller, at its own expense and risk of loss, to Seller or Manufacturer's facility designated in an RMA for inspection and testing by Manufacturer; (c) If Manufacturer's inspection and testing reveals, to its reasonable satisfaction, that such Goods do not conform with the limited warranty set forth herein, Manufacturer shall, in its sole discretion, address the warranty claim in accordance with its stated warranty terms.

THIS SECTION 10 SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9.

11. WARRANTIES DISCLAIMER.

(a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 9 OF THIS AGREEMENT.

12. Limitation of Liability.

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(a) IN NO EVENT SHALL SELLER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID TO SELLER PURSUANT TO THIS AGREEMENT FOR THE RELATED GOODS.

13. Indemnification.

(a) Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, managers, members, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and of pursuing any insurance providers, incurred by Indemnified Party, relating to or arising out of or resulting from any claim of a third party or Seller arising out of or occurring in connection with the Goods or Buyer's negligence, willful misconduct, or breach of this Agreement, except the extent caused solely by Seller's negligence or willful misconduct. Buyer shall not enter into any settlement without Seller's and any other applicable Indemnified Party's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

14. Compliance with Law.

(a) Buyer shall at all times comply with all laws applicable to this Agreement, and Buyer's use of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use, or otherwise, that violates any law.

15. Termination.

(a) In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement, and such failure continues for 30 days after Buyer's receipt of written notice of nonpayment; or (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Buyer may terminate this Agreement upon written notice to Seller, provided that Buyer shall pay all costs and expenses incurred by Seller in connection with the Agreement, including without limitation, the cost of raw-materials, work-in-progress, finished goods, and cancellation charges from Manufacturers and suppliers, and a reasonable allocation of overhead. Termination by Buyer shall not be effective until all such amounts have been paid in full.

16. Waiver.

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(a) No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by an authorized representative from Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by Seller operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder by Seller precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege by Seller.

17. Confidential Information.

(a) All non-public, confidential, or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Buyer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. Patented Process.

(a) The purchase of any Goods does not entitle Buyer to employ the same with any patented process owned by Seller or others, except where Buyer is expressly authorized to use such a process in a writing signed by Seller. The purchase of a proprietary process control system does not entitle Buyer to employ the same for any other machine center or in any other location without the express written permission from the applicable supplier.

19. Force Majeure.

(a) Seller shall not be liable for any failure or delay in performance under the Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Seller's reasonable control, including without limitation: acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot, national emergency, epidemic, labor disputes or shortages, inability to obtain materials, power or transportation, supply chain disruptions, or the imposition of or change in tariffs, duties, or other governmental charges that increase Seller's costs of performance. In the event of such circumstances,

Seller may, in its sole discretion and without liability: (i) suspend performance under the Agreement, (ii) extend the time for performance, or (iii) adjust pricing to reflect the increased costs. Buyer shall remain responsible for payment of any amounts due for Goods already provided. The remedies in this Section 19 are in addition to, and not in lieu of, any other rights or remedies Seller may have under the Agreement or Michigan law.

20. Assignment.

(a) Buyer's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Buyer without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 20 is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

21. Relationship of the Parties.

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(a) The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries.

(a) This Agreement benefits solely the Parties to this Agreement. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law; Jurisdiction.

(a) This Agreement is governed by and construed in accordance with the laws of the State of Michigan without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. The Parties consent and submit to the exclusive jurisdiction and venue of the state court located in Oakland County, Michigan and the federal court located in Detroit, Michigan for any disputes arising under or relating to this Agreement.

24. Notices.

(a) All notices required under this Agreement shall be in writing and addressed to the Parties at the addresses set forth on the face of the Order Confirmation or to such other address for either Party as that Party may designate by written notice.

All notices must be delivered by nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested).

25. Severability.

(a) If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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Appendix A

Additional Terms for Covered Equipment

1. Applicability.

(a) This Appendix A sets forth additional terms and conditions applicable to the sale of any individual Good with a purchase price or value exceeding \$10,000.00 USD and evidenced by a written contract signed by the Buyer and the President of Seller (the "Covered Equipment"). This Appendix is incorporated by reference into and forms an integral part of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. In the event of any inconsistency between the terms of this Appendix A and the Agreement, the terms of this Appendix A shall control with respect to the Covered Equipment.

(b) The cost of factory technician services for erection, demonstration, start-up, repair of machinery sold by Seller, or other services is not included in the sales price of the Goods or Covered Equipment. When requested by the Buyer, services will be provided by Seller in accordance with the terms and conditions set forth in Appendix B.

2. Grant of Security Interest.

(a) Title to the Covered Equipment shall transfer to the Buyer upon delivery of the Covered Goods by the Seller to the Delivery Point. As security for the payment and performance of all obligations of Buyer under the Agreement, Buyer does hereby pledge, assign, transfer, deliver and grant to Seller, a continuing and unconditional first priority security interest in the Covered Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

3. Perfection of Security Interest.

(a) Buyer irrevocably authorizes Seller to file all initial financing statements, financing statement amendments and financing statement continuations (collectively "Financing Statements") in any jurisdiction that describe the Covered Equipment and that contain any other information required by Article 9 of the Uniform Commercial Code. Buyer further agrees to furnish any information and execute and deliver documents including, but not limited to, affidavits, reports, notices, schedules of accounts receivable, designations of inventory, schedules of equipment, letters of authority, and all other documents and instruments that Seller may, from time to time, request, all in form satisfactory to the Seller, in order to perfect, defend and maintain perfected the Seller's security interest and priority in the Covered Equipment and in order to fully consummate all of the transactions and agreements contemplated hereunder to the satisfaction of Seller. Buyer shall make appropriate entries on its books and records and financial statements disclosing Seller's security interest in the Covered Equipment. Buyer further agrees that this Appendix A may be filed and/or recorded by Seller with any public office or third party.

4. Protection of Seller's Security Interest.

(a) The Covered Equipment shall remain strictly personal property, irrespective of the mode of its attachment to realty, the consequences of it being disturbed or removed, or the use made thereof. Buyer shall not voluntarily or involuntarily sell, assign, transfer, grant any security interest in, pledge or otherwise dispose of or encumber any part of the Covered Equipment and not permit the same to be removed from the place where first installed, so long as any portion of the purchase price remains unpaid, without Seller's prior written consent.

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5. Default.

(a) The occurrence of any of the following events shall constitute an “Event of Default” for purposes of this Appendix A: (i) in the event of any non-payment, when due, of any amount payable by Buyer under the Agreement; (ii) in the event that Buyer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, conveys any assets to a trustee for the benefit of creditors or is the subject of any petition or proceeding instituted by or against Buyer under the U.S. Bankruptcy Code, or otherwise alleging that Buyer is insolvent or unable to pay its debts as they mature; (iii) upon the entry or issuance of any judgment, writ, order of attachment, execution, lien, levy, sequestration or other order or writ against or with respect to the Buyer or any of the Covered Equipment; (iv) in the event that any material portion of the Covered Equipment shall be damaged, lost, stolen or otherwise subject to any hazard or mishap, and (v) in the event that Seller in its sole discretion feels insecure for any reason whatsoever.

(b) Notwithstanding any provisions of the Agreement or any other agreement between the Parties, upon the occurrence of an Event of Default, Seller may, without any notice of any kind, declare any amounts owed by Buyer to Seller under the Agreement immediately due and payable, and may exercise any and all rights and remedies of a secured creditor under the Uniform Commercial Code, under Michigan law and/or the Agreement and this Appendix A, including, without limitation, the following: (i) the right to sell, lease, license or otherwise dispose of the Covered Equipment at a public or private sale, exercise any and all rights in foreclosure and otherwise, available to Seller following an Event of Default of Buyer under the provisions of the Uniform Commercial Code and other applicable law, (ii) institute legal proceedings to foreclose upon the liens and security interests granted by the Agreement and this Appendix A, to recover judgment for all amounts due and owing by Buyer and to collect the same out of any of the Covered Equipment or the proceeds of any sale of it, and (iii)

institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any or all of the Covered Equipment and/or have the right to retake any of the Covered Equipment using such force as may be necessary and allowed by law and take possession of any or all of the Covered Equipment and/or render it unuseful; and without being responsible for loss or damage to such Covered Equipment, hold, operate, sell, lease or dispose of any of the Covered Equipment at one or more public or private sales all in accordance with Michigan law. Upon an Event of Default, Seller may retain all payments made by Buyer as liquidated damages and compensation for the use and wear of the Covered Equipment (and not by way of penalty). The aforesaid remedies shall be cumulative to all other rights of remedies now or hereafter given to Seller by law; and Seller may enforce one or more remedies hereunder successively or concurrently.

(c) Buyer agrees to promptly indemnify and hold Seller harmless from, against and with respect to all direct and indirect costs and expenses incurred by Seller in connection with the collection or administration, enforcement or interpretation of the Seller’s rights hereunder and/or under the Agreement, and the protection, maintenance, sale, lease or other disposition, foreclosure and liquidation of the Covered Equipment (including without limitation, attorneys’ fees and legal expenses, court costs, appraisal fees, broker, auctioneer and sales commissions and fees, sales and advertising expenses, expenses of participation in bankruptcy, judicial, or other proceedings, expenses of locating, relocating, maintaining and/or preserving the Covered Equipment and expenses of any cleaning, restoring and repairing of the Covered Equipment or any realty or other property to which any of the Covered Equipment may be affixed or be a part), all of which costs and expenses shall be added to and included in Buyer’s amounts owed to Seller for all purposes of this Appendix A and the Agreement.

6. Risk of Loss; Insurance.

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(a) The risk of loss, destruction of or damage to the Covered Equipment shall be borne by Buyer following delivery by Seller to the Delivery Point. The Covered Equipment shall be insured by Buyer at its own expense against loss of damage by fire and the other causes covered by the extended coverage endorsement, in an amount not less than the balance due to Seller under the Agreement. Seller shall be named as an insured until full payment of the purchase price, plus accrued interest, has been made. In the event that Buyer fails to obtain insurance, Buyer nevertheless shall be liable to Seller for the full amount of the unpaid purchase price, plus accrued interest, but any insurance paid to Seller on account of any such destruction or damage shall be credited against such unpaid purchase price. It is the intent of the Seller and Buyer that all risks of loss, except the limited warranty set forth in Section 9 of the Agreement, shall be covered by an insurance policy purchased by Buyer. In the absence of such insurance, Buyer shall be solely responsible for all such losses.

7. Taxes.

(a) Buyer shall pay all taxes, assessments and governmental charges related to the Covered Equipment. Should any tax assessment become delinquent or result in a lien, levy, or enforcement action during the period in which Seller holds a lien or security interest in the Covered Equipment, Buyer shall promptly notify Seller, and any payment made by Seller to discharge such assessment shall become part of the purchase price and be secured by Seller's lien or security interest under this Appendix A. Prices do not include applicable sales, use, or like taxes unless specifically stated on the face of the Order Confirmation. Payment of such taxes to taxing authorities is the responsibility of the Buyer except to the extent such taxes are paid by Buyer to Seller

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Appendix B

General Terms and Conditions for Services

1. Applicability.

(a) This Appendix B sets forth General Terms and Conditions for Services (Service Terms”) applicable to the provision of services by Test Equipment Distributors, LLC (“Seller”) to the Buyer named on Seller’s Order Confirmation.

(b) These Service Terms are in addition to and supplement the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. In the event of a conflict between these Service Terms and the Agreement, these Service terms will prevail with respect to the provision of services only. Additionally, these Service Terms prevail over any of Buyer’s general terms and conditions and Seller’s provision of services to Buyer does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Service Terms.

2. Services.

(a) Seller shall provide the services to Buyer as described in the Order Confirmation (the "Services") in accordance with these Service Terms.

(b) Seller reserves the right to determine, in its sole discretion, the manner, means, and personnel by which the Services will be performed. Seller further reserves the right to subcontract any portion of the Services to qualified third parties without Buyer’s prior written consent.

(c) Unless specifically stated in the Order Confirmation, all Services will be performed during Seller’s normal business hours. Any services performed outside of normal business hours shall be billed at Seller’s then-current premium rates.

3. Performance Dates.

(a) Seller shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.

4. Buyer’s Obligations. Buyer shall:

i. cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services;

ii. respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement;

iii. provide such Buyer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects;

iv. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start;

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v. ensure that all equipment and work areas are safe and free from hazards prior to Seller's arrival and during the performance of Services;

vi. provide, at no cost to Seller, all necessary utilities, including but not limited to, electricity, water, heat, light, telephone, internet connectivity and other utilities needed for the performance of the Services;

vii. provide, at no cost to Seller, adequate storage space for materials, tools and equipment during the performance of Services; and

viii. maintain adequate insurance coverage for its premises, equipment and personnel during the performance of Services.

ix. ensure that all facility requirements needed for the performance of the Services are ready and in place prior to the arrival of Seller's technician.

5. Customer's Acts or Omissions.

(a) If Seller's performance of its obligations under these Service Terms is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

(b) If installation of any Covered Goods is delayed at the option of the Buyer for longer than two (2) weeks of the scheduled date, Seller reserves the right to invoice the job as complete, excluding any amounts quoted for installation, and the final payment shall become due and payable. incurred by Seller as a result of any delay, postponement or cancellation of Services requested by Buyer, including but not limited to, travel expenses, labor costs and restocking fees.

6. Change Orders.

(a) If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Seller shall, within a reasonable time after such request, provide a written estimate to Buyer of: (i) the likely time required to implement the change, (ii) any necessary variations to the fees and other charges for the Services arising from the change, (iii) the likely effect of the change on the Services, and (iv) any other impact the change might have on the performance of these Service Terms. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing and signed by both Parties.

(b) Notwithstanding anything to the contrary, Seller may, from time to time, change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.

7. Representation and Warranty.

(a) Seller represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under these Service Terms.

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(b) Seller shall not be liable for a breach of the warranty set forth in Section 7(a) unless Buyer gives written notice of the defective Services, reasonably described, to Seller within 30 days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 7(b), Seller shall, in its sole discretion, either (i) repair or re-perform such Services, or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION 7(C) SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 7(A).

(e) THE WARRANTY SET FORTH IN SECTION 7(A) SHALL NOT APPLY TO ANY SERVICES PERFORMED ON GOODS OR EQUIPMENT NOT ORIGINALLY SOLD BY SELLER TO BUYER. ANY SERVICES PERFORMED ON GOODS OR EQUIPMENT NOT SOLD BY SELLER SHALL BE PERFORMED ON AN "AS-IS" BASIS WITH NO WARRANTY WHATSOEVER.

8. Disclaimer of Warranties.

(a) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 7(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(b) SELLER MAKES NO WARRANTY REGARDING THE RESULTS OF THE SERVICES OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of Seller in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the "Deliverables") shall be owned by Seller. Seller hereby grants Buyer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive basis to the extent transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

10. Confidential Information.

(a) All non-public, confidential or proprietary information of Seller, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Seller to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Seller. Confidential Information does not include information that is:

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- i. in the public domain;
 - ii. known to Buyer at the time of disclosure;
 - iii. rightfully obtained by Buyer on a non-confidential basis from a third party.
- (b) Buyer agrees to use the Confidential Information only to make use of the Services and Deliverables.
- (c) Seller shall be entitled to injunctive relief for any violation of this Section.

11. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER PURSUANT TO THE AMOUNT PAYABLE FOR THE SERVICES UNDER THE APPLICABLE ORDER CONFIRMATION GIVING RISE TO THE CLAIM.

(c) SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO, MALFUNCTION OF, OR OTHER ISSUES WITH GOODS OR EQUIPMENT NOT ORIGINALLY SOLD BY SELLER TO BUYER. ANY SERVICES PERFORMED ON SUCH EQUIPMENT SHALL BE AT BUYER'S SOLE RISK.

12. Third-Party Equipment and Services

(a) In the event Seller provides Services relating to or involving equipment not manufactured or sold by Seller ("Third-Party Equipment"), Buyer acknowledges and agrees that: (i) Seller is not the manufacturer or seller of such Third-Party Equipment and makes no representations or warranties regarding such Third-Party Equipment, (ii) Any Services performed on Third-Party Equipment are performed as an accommodation to Buyer and at Buyer's sole risk, (iii) Seller shall have no liability for any damage to, failure of, or other issues with Third-Party Equipment, regardless of whether such damage, failure or issues arise from or relate to Seller's performance of Services, and (iv) Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, damages, liabilities, costs and expenses arising out of or relating to Seller's Services performed on Third-Party Equipment.