

TERMS AND CONDITIONS OF SALE

SBS 2B Tech LLC

1. RECITALS

These Terms and Conditions of Sale ("T&Cs") apply to all transactions with SBS 2B Tech LLC ("2B Tech" or "Seller"), or any entity owned by or subsidiary of 2B Tech, whether for the design, manufacture, production, sale, purchase, or delivery of any equipment or product sold by Seller or performance of any service provided by Seller (collectively, "Products").

These T&Cs are incorporated into and form part of any agreement between Seller and purchaser ("Buyer"), including purchase orders, quotes, acknowledgments, memoranda of sale, invoices, delivery documentation, acceptance of Products, or performance of services.

Buyer's submission of a purchase order, request for quote, acceptance of delivery, use of Products, or payment constitutes acceptance of these T&Cs. Seller expressly rejects any additional or different terms unless agreed to in writing and signed by authorized representatives of both parties.

2. TERMS OF PAYMENT

Unless otherwise agreed in writing, all amounts are due in U.S. Dollars and must be paid prior to Seller making Products available for shipment.

If credit is extended in writing, payment is due within thirty (30) days from invoice date. Seller may decline orders in the absence of satisfactory credit arrangements.

Overdue accounts bear interest at 18% per annum or the maximum rate permitted under Colorado law. Seller retains a purchase money security interest in all Products until paid in full pursuant to the Colorado Uniform Commercial Code (C.R.S. Title 4). Buyer agrees to execute any documents necessary to perfect such security interest.

3. TAXES, DUTIES, SHIPPING AND OTHER CHARGES

Quoted prices exclude sales tax, use tax, customs duties, export or import duties, freight, insurance, special packaging, and similar charges

unless expressly stated. Buyer shall reimburse Seller within thirty (30) days for such costs. Buyer remains responsible for any tax liability if a tax exemption certificate is deemed invalid.

4. DELIVERY TERMS

Delivery is EXW (Ex Works, INCOTERMS 2010), Seller's facility. Title and risk of loss transfer to Buyer when Products are made available at Seller's facility. Delivery dates are estimates only and Seller is not liable for reasonable delays.

Services are deemed delivered when Seller's authorized representative presents ready to perform the agreed service. Interruptions caused by Buyer do not relieve payment obligations.

5. ORDER CANCELLATION AND RETURNS

Buyer cancellations require payment of reasonable cancellation fees including incurred costs and reasonable profit. Returns of standard Products require Seller's written authorization and must be in new, saleable condition. Returns between 30–90 days may be subject to a 35% restocking fee. No returns after 90 days.

6. LIMITED WARRANTY

Seller warrants Products are free from defects in materials and workmanship for twelve (12) months from shipment unless otherwise specified in writing. Warranty claims must be submitted in writing within the warranty period.

Seller's sole obligation is repair, replacement, or refund at Seller's discretion.

Warranty excludes defects caused by misuse, unauthorized repair, improper installation, abuse, acts of God, or normal wear and tear. Consumable components are excluded where damage results from misuse.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED BY SBS 2B TECH LLC.

7. BREACH

Failure to make payment, refusal to accept conforming Products, insolvency, or violation of these T&Cs constitutes breach. Seller may terminate orders without liability and recover all costs of collection including reasonable attorneys' fees.

8. SOFTWARE LICENSE

Buyer receives a limited license to use associated software. Title remains with Seller. Buyer may not copy, modify, reverse engineer, distribute, or transfer software. License terminates upon breach.

9. LIMITATION OF LIABILITY

Seller shall not be liable for indirect, incidental, special, or consequential damages. Seller's total liability shall not exceed the fees paid for the Product or service giving rise to the claim.

Nothing herein limits liability for unauthorized disclosure of proprietary information or intellectual property infringement.

10. EXPORT CONTROL

Buyer agrees to comply with all applicable U.S. export control laws and regulations and shall not export Products to prohibited countries or parties. Buyer agrees to indemnify Seller for violations.

11. FORCE MAJEURE

Performance (other than payment obligations) is excused to the extent delayed or prevented by causes beyond reasonable control including governmental acts, natural disasters, strikes, or supplier failures.

12. NUCLEAR ENERGY HAZARDS

To the fullest extent permitted by law, Buyer waives claims and agrees to indemnify Seller for nuclear-related hazards or incidents.

13. GENERAL PROVISIONS

13.1 Proprietary Rights

Seller retains all intellectual property rights in Products and related materials.

13.2 Compliance

Each party agrees to comply with applicable laws and regulations.

13.3 Governing Law; Jurisdiction; Venue

These T&Cs shall be governed by the laws of the State of Colorado, including the Colorado Uniform Commercial Code (C.R.S. Title 4).

Any dispute arising out of or relating to these T&Cs shall be brought exclusively in the District Court for the County of Broomfield, Colorado, or, if federal jurisdiction is proper, in the United States District Court for the District of Colorado.

The parties consent to personal jurisdiction pursuant to Colorado's long-arm statute, C.R.S. § 13-1-124, and waive objections based on improper venue or forum non conveniens.

13.4 Assignment

Buyer may not assign rights without Seller's written consent. Seller may assign without Buyer's consent.

13.5 Waiver

Failure to enforce any provision does not constitute waiver.

13.6 Amendments

These T&Cs may only be modified in writing signed by authorized representatives of both parties.

13.7 Entire Agreement

These T&Cs constitute the entire agreement between Buyer and Seller and supersede all prior agreements relating to the subject matter herein.