

American Innovations Sales Terms and Conditions

Effective Date: 12/29/2025

These **Terms & Conditions** (“Terms”) govern the sale of all products and services (“Goods”) by American Innovations and its subsidiaries (“AI”). By accepting delivery, Customer is deemed to have accepted these Terms despite any conflict with prior or subsequent communications. AI’s failure to object to any terms that conflict with these Terms shall not be deemed a waiver or modification of its Terms by AI.

Purchase Orders (“Orders”) shall identify the Goods including quantity, part number, description, price and requested delivery date. All Orders are subject to acceptance by AI. Any request by Customer to cancel or reschedule a shipment of standard Goods within Sixty (60) days of AI receiving written notification may be accepted by AI in its sole discretion. Orders for Goods that are special, custom or non-standard, or Goods otherwise identified by AI as non-cancelable and/or non-returnable may not be cancelled, rescheduled or returned without written permission.

Prices are applicable for 30 days or such time specified in AI’s quote. If Customer does not purchase the quantity upon which prices are based, Customer will pay the non-discounted price for the quantity actually purchased. Prices are exclusive of taxes, (including sales, use, excise, value-added and similar taxes), shipping charges, brokers’ fees and import duties. Goods are Ex-Works i.e. made available for pickup at AI’s location and "delivery" is accomplished when the merchandise is released to Customer’s freight forwarder. Customer is responsible for making arrangements for insurance, export clearance and all other paperwork. If AI will be liable for any of the foregoing, Customer agrees to pay same to AI in addition to the price of the Goods. Unless otherwise specified in writing, all Prices and sales are in U.S. Dollars.

Payment Terms are net 30 days from date of invoice or as otherwise specified by AI. Unless otherwise specified in writing, all payments are to be made in U.S. Dollars. Customer agrees to pay the entire net amount of each invoice without offset or deduction. Orders are subject to credit approval; at any time AI may change the terms of Customer’s credit, require payment in cash, wire transfer or bank check and/or require payment of any amounts due before shipment of any Goods. Customer agrees to submit such information as may be reasonably requested by AI for the determination of credit. If AI believes Customer’s ability to make payments may be impaired, AI may suspend or cancel any part of any Order. AI may apply any payment from Customer against any payments due. Customer shall pay interest from the due date to the date of payment at the rate of 2% per month or such lower rate as may be the maximum allowed by law. Customer is responsible

for reasonable expenses incurred by AI in collection of any sums owed. At its discretion, AI may cease provision of any Goods if Customer or any of its affiliates have payment(s) owing to AI. Delivery. Unless otherwise specified by AI, standard lead time is 4-6 weeks; however, lead time may change without notice. AI may be able to guarantee expedited delivery for a fee of 10% of order value with a minimum charge of \$50. For expedited delivery, AI will verify availability of stock before confirming delivery in writing.

Title & Risk of Loss pass to Customer upon delivery. All shipments are Ex-Works and all shipping charges will be paid by Customer. Unless specified by Customer, AI will select the carrier and delivery route. Customer acknowledges that delivery dates are estimates and that AI is not liable for failure to deliver on such dates. Deliveries of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery & pay for Goods delivered. Delay in delivery of one order shall not entitle Customer to cancel other orders.

Inspection, Acceptance & Returns. Customer is deemed to have accepted Goods unless AI receives written notice within 10 days of delivery. AI will not accept any returns without a return material authorization number that may be issued by AI in its sole discretion.

Returned Goods must be in original shipping cartons and shall be returned freight prepaid in the manner specified by AI. If returned Goods are claimed to be defective, a complete description of the defect must be included with the returned Goods. Goods not eligible for return shall be returned to Customer freight collect. Restocking fees of up to 15% may apply.

Telemetry Services: Payment in full of any telemetry service fees entitles Customer access to such service for the amount of time and number of devices specified. AI reserves the right to deactivate any device that it deems to be malfunctioning. The telemetry service, devices & software are provided "as is" and "as available". AI is not obligated to provide such service or refund fees when service is unavailable to AI. Customer acknowledges that such service may depend upon a number of factors including antennas, topography & environment & is subject to change without notice. A complete description of all telemetry service terms in effect is available on the AI web site.

Bullhorn Software-As-A-Service: Payment in full of all Bullhorn SaaS fees entitles Customer to access for the Service Term and the number of applicable Bullhorn remote monitoring devices ("Devices"). AI reserves the right to deactivate any Device that it deems to be malfunctioning. Bullhorn SaaS, embedded telemetry services, Devices & related software are provided "as is" and "as available". AI is not obligated to provide Bullhorn SaaS or refund fees when Third-Party service is unavailable to AI. Customer acknowledges that such service may depend upon many factors including antennas, topography and environment and is therefore subject to change without notice. If Customer elects to

discontinue use of, retire, deactivate, or otherwise cease operating any Bullhorn Devices or units for any reason, Customer acknowledges and agrees that no refunds, prorated credits, offsets, or reduction of Bullhorn SaaS fees shall be issued for the remainder of the applicable Service Term.

Technical Support & Maintenance (“TSM”): Payment in full of TSM Support Fee entitles Customer access to such service for the amount of time specified. Customer may be charged a Reinstatement Fee if Customer opts out of the TSM program. TSM will terminate immediately upon insolvency or a violation of the License and, in such cases, Customer will not be entitled to a refund of any Support Fees. Current TSM terms & conditions of TSM are posted on the AI website.

Force Majeure. AI is not liable for delays in delivery due to causes beyond its reasonable control including acts of God, natural disasters, acts or omissions of other parties, material shortages, changes in law, strikes, riots, war, etc. AI's time for performance of any such obligation shall be extended for the period of delay or AI may, at its option, cancel any part of any such Order without liability by giving notice to Customer.

Limited Warranty & Limitation of Liabilities: AI warrants that all Goods shall conform to its specifications upon delivery, and reserves the right to use refurbished equipment that meets AI specifications. Hardware products carry a 12 month product warranty from time of purchase. Individually purchased parts carry a 90 day warranty from time of purchase unless otherwise specified by AI. AI makes no warranty or representation of any kind including, but not limited to, any warranties or implied warranties of merchantability or fitness for a particular purpose. In no event will AI be liable for any special, indirect or similar damages, including any lost profits arising out of the use or inability to use the Goods. In no event shall AI's aggregate liability for damages exceed the value invoiced to Customer and actually paid by Customer.

Life Support or Certain Other Applications: Goods sold by AI are not designed, intended or authorized for use in life support, life sustaining, nuclear or other applications where the failure of such goods could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. Customer will indemnify, defend and hold AI and its suppliers harmless from any loss, damage or liability arising from the sale or use of Goods in such applications. **Export Control:** Goods sold by AI may be subject to the export control regulations of the United States and the import control laws of other countries. Customer agrees to comply with all such laws and acknowledges that it shall not directly or indirectly export any Goods to any country where such export is prohibited. Customer acknowledges its responsibility to obtain any export or import license as may be required.

Intellectual Property: All software provided by AI is licensed and not sold. Nothing shall be construed to grant any rights or license to use any intellectual property in any manner or for any purpose not expressly permitted in writing. By using the Goods, Customer agrees not to reverse engineer, de-compile or attempt to discover any source code or underlying ideas of the Goods. AI will defend Customer against suits for infringement provided that it is: a) notified promptly in writing of any claim or suit; b) given the right to control defense; and c) given reasonable cooperation for defense. AI may, at its sole discretion, procure the right to use such Goods, replace or modify Goods or terminate service. AI will have no liability if: a) Goods are not supplied by AI; b) Goods are made to Customer specifications; c) Goods are modified without approval in writing by AI; d) Goods are combined with other goods where infringement does not arise solely from the Goods; e) Customer continues infringing after being notified; or f) Customer's use is not in accordance with these terms.

Confidential Information ("CI") is any information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") that is clearly identified as confidential. Each party shall not disclose CI without prior written consent of Disclosing Party. Receiving Party shall use diligent efforts to limit disclosure of CI required by law including informing Disclosing Party in writing prior to disclosure. Privacy/Security of Data. AI uses industry-standard security technologies when transferring and receiving customer data. However, no data transmission can be guaranteed to be 100% secure. AI does not assume responsibility for use or disclosure of customer data as a result of unauthorized access to our systems or those of our vendors or partners.

General. No rights or obligations in these Terms may be assigned or transferred by either party without the prior written consent of the other. These Terms shall be binding on the parties and their respective successors and assigns. These Terms shall be governed by the laws of the State of Texas without giving effect to the principals of conflict of laws. In the event that any of these Terms is determined to be unenforceable, the other Terms shall remain in full force and effect. Failure of AI to enforce any of the Terms at any time shall not be deemed a waiver of AI's rights. Terms may be changed without notice; current and complete terms are available on the AI website.

ADDITIONAL TERMS RELATED TO BULLHORN TELEMETRY SERVICES

Definitions:

"Agent" means a person or company (other than AI) that is authorized pursuant to market and sell Service on AI's behalf.

“Carrier” means any operator of a satellite or terrestrial wireless communications network that is a part of the Bullhorn® service network (eg. Orbcomm, AT&T, Kore Wireless, Iridium, SkyWave).

“End User” means a person or entity purchasing Bullhorn service to monitor its equipment either directly from AI or through one of its Agents.

“Governmental Authority” means any federal, state, local or other governmental agency or authority of the United States or any other country.

“Network” means the communications network(s) operated by selected Carrier(s) available for resale by AI to support the Service.

“Number” means the ten (10) digit telephone number assigned to a Bullhorn remote monitoring device that allows access to a Carrier’s services

“Permits” means any franchise, license, exemption, consent, approval, authorization or registration; the issuance of which is required by a Governmental Authority with jurisdiction in any country to facilitate the provision of Services.

“Service” means the use of the Network and the Bullhorn remote monitoring system.

End User shall not have and shall not acquire any proprietary interest in the Number or any other numbers or codes associated with or allocated to a remote monitoring device. End User acknowledges and understands that it shall bear all responsibility, risk and cost associated with developing and maintaining its business, and neither AI nor its Carriers shall be liable to End User for any costs or damages caused by any failure or impaired performance of the Network or Service.

End User acknowledges that AI and its Carriers shall supply the Service on a good faith efforts basis and that service failures and interruptions may occur and are difficult to assess as to cause or resulting damages. The parties agree that none of AI, the applicable Carrier, nor any Affiliate of either shall be liable to End User for any losses or damages of any kind whatsoever arising out of any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to, alteration of or use of records associated with the Network or the Service, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

Use of the Network or the Service is authorized by Governmental Authorities only in certain countries, and is permissible only when all Permits have been received from the applicable Governmental Authorities. In addition, use of a remote monitoring device is only permissible if it has been specifically approved for use in that country or territory. For

information on those countries or territories in which use of the Network is authorized, please contact your AI representative.

NO CARRIER HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE NETWORK OR SERVICE OR ANY EQUIPMENT PURCHASED IN CONNECTION THEREWITH. AI AND EACH CARRIER EXPRESSLY DISCLAIMS AND END USER EXPRESSLY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY WARRANTY AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (D) ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY OR CONTENT OF ANY NETWORK OR SERVICE PROVIDED BY AI OR ITS CARRIERS; AND (D) ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, THAT IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY AI OR ITS CARRIERS. IN NO EVENT SHALL AI OR ITS CARRIERS HAVE ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY TO SUBSCRIBER UNDER THIS AGREEMENT FOR LOSS OF USE, REVENUE OR PROFIT OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. In addition, in no event shall any liability of AI or its Carriers exceed the amount of One Thousand U.S. Dollars (US\$1,000.00).