

COMPOSITE AUTOMATION, LLC

TERMS AND CONDITIONS

Version 1.0 — Effective October 1, 2026 | <https://www.compositeautomation.com/terms>

These Terms and Conditions (“Terms”) apply to every quotation, proposal, order acknowledgment, invoice and other transaction document (each, a “Transaction Document”) issued or transmitted by Composite Automation, LLC, a Florida limited liability company (“CA”), and to every purchase order, contract or other commitment (“Order”) issued by a customer (“Customer”) in connection with a Transaction Document. They are incorporated into each Transaction Document by reference to <https://www.compositeautomation.com/terms>. The version in effect on the date of the applicable Transaction Document governs that transaction.

CA is a manufacturer's representative. In most transactions CA acts only as the selling agent of the equipment manufacturer it represents (the “Manufacturer”), and the contract of sale is between Customer and the Manufacturer. In some transactions CA buys equipment from the Manufacturer and resells it to Customer, or acts as U.S. importer of record as an accommodation. Part A applies to every transaction. Part B applies to Agency Sales, Part C to Resale Transactions, and Part D whenever CA acts as importer of record.

PART A — TERMS APPLICABLE TO ALL TRANSACTIONS

1. Definitions

1.1 “Agency Sale” means a transaction in which the Manufacturer is the seller of the Products and CA acts solely as the Manufacturer's sales representative, whether or not the Transaction Document is transmitted by CA or bears CA's name.

1.2 “Resale Transaction” means a transaction in which CA is identified in the Transaction Document as the seller and invoices Customer directly for the Products.

1.3 “Manufacturer Terms” means the Manufacturer's terms and conditions of sale, warranty and service applicable to the Products, as attached to, referenced in or furnished with the Transaction Document.

1.4 “Products” means the equipment, systems, spare parts, software, documentation and related services described in the Transaction Document. “Customs Costs” has the meaning given in Section 20.2.

1.5 The Transaction Document identifies whether a transaction is an Agency Sale or a Resale Transaction. If it does not, the transaction is an Agency Sale.

2. Order of Precedence; Acceptance; No Additional Terms

2.1 Each transaction is governed by, in descending order of precedence: (a) a written agreement signed by authorized representatives of CA and Customer (and, for an Agency Sale, the Manufacturer) that expressly modifies these Terms; (b) the commercial terms stated on the face of the Transaction Document (price, scope, delivery, payment milestones and Incoterms); (c) the Manufacturer Terms, as to the Products, their performance, warranty and the Manufacturer's obligations; and (d) these Terms.

2.2 NOTWITHSTANDING SECTION 2.1, SECTIONS 3, 5, 6, 7, 8, 9 AND 13 AND PART D OF THESE TERMS PREVAIL OVER ANY CONFLICTING PROVISION OF THE MANUFACTURER TERMS OR ANY ORDER INsofar AS THEY CONCERN CA'S OBLIGATIONS, LIABILITIES, RIGHTS OR REMEDIES. NOTHING IN THE MANUFACTURER TERMS OR IN ANY ORDER EXPANDS CA'S OBLIGATIONS OR LIABILITY BEYOND THOSE STATED IN THESE TERMS.

2.3 A Transaction Document is an invitation to place an Order and, unless otherwise stated, is valid for the period stated on it (or thirty (30) days if none is stated). An Order is binding only when accepted in writing by the seller identified in the Transaction Document. Acceptance of any Order is expressly conditioned on Customer's assent to these Terms and the applicable Manufacturer Terms. Customer's issuance of an Order, acceptance of delivery or payment constitutes that assent.

2.4 Any additional or different terms in Customer's Order, supplier portal, vendor registration, request for quotation or other document (including pre-printed purchase order terms and any “click-through” terms) are material alterations and are rejected, and will not become part of the contract unless expressly accepted in a writing signed by an officer of CA (and, for an Agency Sale, the Manufacturer). CA's registration on a Customer supplier portal, or its acknowledgment of an Order, does not constitute acceptance of such terms.

2.5 Government and prime-contract flowdowns. The Products are commercial products. CA accepts only those Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS) clauses that are mandatory for subcontracts for commercial products under FAR 52.244-6 or DFARS 252.244-7000, as applicable, and only to the extent they apply to CA's role in the transaction. In an Agency Sale, CA is not a subcontractor or supplier to Customer, and flowdowns apply, if at all, to the Manufacturer.

3. CA's Role as Manufacturer's Representative

3.1 In an Agency Sale, the Manufacturer is the sole seller of the Products and is solely responsible for their design, manufacture, specifications, code compliance, quality, delivery, installation, commissioning, training, warranty, service, spare parts, and performance. CA's role is limited to promoting the Products, transmitting quotations, Orders and communications between Customer and the Manufacturer, and coordinating on Customer's and the Manufacturer's behalf.

3.2 CA has no authority to make any representation, warranty, guarantee or commitment on behalf of the Manufacturer, or to modify the Manufacturer Terms, except as stated in a writing issued by the Manufacturer. Technical data, performance figures, cycle times, uniformity values, energy estimates, budgetary prices and lead times communicated by CA are provided on the Manufacturer's behalf, are subject to the Manufacturer's written confirmation, and are not warranties of CA.

3.3 Application support, layout sketches, utility estimates, ROI or throughput analyses and similar engineering support provided by CA are for Customer's planning purposes only. They do not constitute professional engineering services, and Customer remains responsible for independent verification and for the engagement of licensed design professionals where required by law.

3.4 Customer shall direct all warranty, performance and service claims under an Agency Sale to the Manufacturer. CA will reasonably assist in communicating and coordinating such claims but does not assume any obligation of the Manufacturer.

4. Prices, Taxes and Tariff Adjustment

4.1 Prices are as stated in the Transaction Document and, unless otherwise stated, exclude freight, insurance, rigging, installation, customs duties, tariffs, brokerage and all sales, use, excise, value-added, goods and services and similar taxes, all of which are for Customer's account.

4.2 Customer shall pay all applicable sales and use taxes unless it furnishes a valid exemption or resale certificate (including any manufacturing machinery or research and development exemption) before invoicing.

4.3 Tariff adjustment. Prices are based on customs duties, tariffs, trade remedies and fees in effect on the date of the Transaction Document. If any duty, tariff (including any measure under Section 232 or Section 301 of U.S. trade law or the International Emergency Economic Powers Act, or any successor or retaliatory measure), antidumping or countervailing duty, fee or tax applicable to the Products is imposed, increased or reclassified after that date and before entry of the Products, the resulting cost shall be added to the price and paid by Customer. Any decrease or refund shall be handled as provided in Section 20.6.

4.4 Currency. Where the price is stated in a currency other than U.S. dollars, or is based on the Manufacturer's price in euros or another currency, the Transaction Document may state an exchange-rate adjustment mechanism, which shall apply.

5. Limitation of Liability

5.1 IN NO EVENT SHALL CA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFIT, REVENUE, PRODUCTION, USE, MATERIAL, SCRAPPED OR REWORKED PARTS, CURE CYCLES, PROGRAM DELAY OR COST OF CAPITAL, OR FOR COVER, DOWNTIME OR SUBSTITUTE EQUIPMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THEIR POSSIBILITY.

5.2 IN AN AGENCY SALE, CA SHALL HAVE NO LIABILITY FOR THE PRODUCTS OR FOR ANY ACT OR OMISSION OF THE MANUFACTURER, AND CA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE TRANSACTION SHALL NOT EXCEED US\$10,000, EXCEPT TO THE EXTENT CAUSED BY CA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.3 IN A RESALE TRANSACTION, CA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE TRANSACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF (a) THE PURCHASE PRICE ACTUALLY PAID TO CA FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR (b) THE AMOUNT CA ACTUALLY RECOVERS FROM THE

MANUFACTURER IN RESPECT OF THE CLAIM PLUS TEN PERCENT (10%) OF THE PURCHASE PRICE.

5.4 The limitations in this Section 5 are an essential basis of the bargain, reflect the allocation of risk between the parties, and apply even if any limited remedy fails of its essential purpose. No action arising out of any transaction may be brought against CA more than one (1) year after the cause of action accrues.

6. Warranty Disclaimer

6.1 CA MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS ARE THOSE, IF ANY, STATED IN THE MANUFACTURER TERMS. CA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

6.2 Customer acknowledges that it has selected the Products based on its own requirements and judgment and the Manufacturer's specifications, and has not relied on any statement by CA as a warranty.

7. Customer Responsibilities; Site and Code Compliance

7.1 Unless the Transaction Document expressly states otherwise, Customer is responsible, at its cost, for: site preparation, foundations, pits and floor loading; building and structural modifications; electrical service, disconnects and feeders; gas, water, cooling, compressed air, nitrogen and vacuum utilities to the connection points; exhaust and ventilation; rigging, off-loading and placement; and all permits, inspections and approvals.

7.2 Customer is responsible for compliance of the installed Products and site with all laws, codes and standards applicable at the installation site, including jurisdictional registration and inspection of pressure vessels (including any state boiler and pressure vessel authority and National Board registration), NFPA 70, NFPA 79 and NFPA 86, local building and fire codes, and applicable OSHA requirements, except to the extent the Manufacturer has expressly assumed responsibility for code compliance of the Products in the Manufacturer Terms.

7.3 Customer shall provide a safe work site and shall be responsible for its own personnel, the operation of the Products in accordance with the Manufacturer's manuals, and the training and qualification of its operators.

8. Indemnification

8.1 Customer shall defend, indemnify and hold harmless CA and its members, officers, employees and independent sales representatives from and against all claims, losses, damages, liabilities, fines and expenses (including reasonable attorneys' fees) arising out of (a) Customer's use, operation, modification or maintenance of the Products; (b) the condition of Customer's site or Customer's breach of Section 7; (c) Customer's specifications, drawings or technical data; (d) Customer's breach of these Terms or of applicable law, including export control and customs laws; and (e) any claim by a third party relating to the Products, except to the extent caused by CA's gross negligence or willful misconduct.

8.2 Customer shall look solely to the Manufacturer for indemnity against claims of product defect, personal injury, property damage or intellectual property infringement relating to the Products.

9. Export Controls, Sanctions and Controlled Technical Data

9.1 Customer shall comply with all applicable U.S. and foreign export control and sanctions laws, including the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR) and regulations administered by the Office of Foreign Assets Control, in its use, transfer and re-export of the Products and related technical data. Customer shall provide end-use and end-user information reasonably requested by CA or the Manufacturer.

9.2 Customer shall not furnish to CA any technical data controlled under the ITAR or classified other than EAR99 under the EAR unless CA has first agreed in writing to receive it, and all such data shall be conspicuously marked with its export classification. CA shall not be responsible for any export authorization required for the transfer of Customer's technical data to the Manufacturer or any foreign person; obtaining any such authorization is Customer's responsibility unless otherwise agreed in writing.

10. Confidentiality and Intellectual Property

10.1 Quotations, drawings, specifications, pricing and technical proposals furnished by CA or the Manufacturer are confidential and proprietary, are provided solely for Customer's evaluation and use of the Products, and shall not be disclosed to third parties (including competing suppliers) without prior written consent.

10.2 No license or other right in any patent, copyright, trade secret or other intellectual property of CA or the Manufacturer is granted except the right to use the Products and their documentation for their intended purpose. Software is licensed, not sold, on the terms stated in the Manufacturer Terms.

11. Force Majeure

11.1 CA shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including acts of God, hurricanes and severe weather, fire, flood, epidemic, war, terrorism, civil unrest, labor disputes, government action, embargoes, tariffs or trade restrictions, customs holds, port or carrier delays, shortages of materials or components, utility or communications failures, or any delay or failure of the Manufacturer. The time for performance shall be extended by the period of delay.

12. Customer Default; Remedies

12.1 If Customer fails to pay any amount when due or otherwise breaches these Terms, CA may, in addition to its other remedies, suspend performance (including coordination of shipment, installation and commissioning) until the default is cured, recover all costs of collection including reasonable attorneys' fees, and charge interest on overdue amounts at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

13. Governing Law; Venue; Jury Waiver

13.1 These Terms and each transaction are governed by the laws of the State of Florida, including the Uniform Commercial Code as adopted in Florida, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to CA's obligations under these Terms.

13.2 Any action against CA arising out of or relating to these Terms or any transaction shall be brought exclusively in the state or federal courts located in Lee County, Florida, and Customer consents to the personal jurisdiction of those courts. CA may bring an action to collect amounts due in any court of competent jurisdiction. The prevailing party in any action shall be entitled to recover its reasonable attorneys' fees and costs, including on appeal.

13.3 EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR ANY TRANSACTION.

14. General

14.1 Independent contractor. CA is an independent contractor. Nothing in these Terms creates a partnership, joint venture, franchise or employment relationship.

14.2 Assignment. Customer may not assign any Order or these Terms without CA's prior written consent. CA may assign its rights to payment, and may assign these Terms to a successor to its business.

14.3 Entire agreement; amendments. The Transaction Document, the Manufacturer Terms and these Terms are the entire agreement regarding the transaction and supersede all prior communications. No modification or waiver is effective unless in writing and signed by an authorized officer of CA.

14.4 Severability; survival. If any provision is held unenforceable, it shall be enforced to the maximum extent permitted and the remainder shall remain in effect. Sections 5, 6, 8, 9, 10, 13 and Part D survive completion, cancellation or termination of any transaction.

14.5 Changes to these Terms. CA may update these Terms by posting a new version at <https://www.compositeautomation.com/terms>. A new version applies only to Transaction Documents issued on or after its effective date. Prior versions are available from CA on request.

14.6 Notices. Notices to CA shall be sent to Composite Automation, LLC, 1121 Cape Coral Pkwy. W., Cape Coral, FL 33914, with a copy by e-mail to john@compositeautomation.com.

PART B — ADDITIONAL TERMS FOR AGENCY SALES

15. Agency Sales

15.1 Contracting party. In an Agency Sale, Customer's Order shall be issued to the Manufacturer (or, if the Manufacturer so directs, to CA "as agent for" the Manufacturer). Where an Order is addressed to CA, CA receives and transmits it solely as agent and does not become a party to the contract of sale.

15.2 Payment. Unless the Transaction Document states otherwise, Customer shall pay the Manufacturer directly in accordance with the Manufacturer's invoice and payment instructions. Customer shall verify any change in payment instructions by telephone with the Manufacturer before remitting funds. CA is not responsible for funds misdirected as a result of fraudulent instructions.

15.3 Manufacturer Terms. Customer acknowledges receipt or availability of the Manufacturer Terms, which govern the sale, delivery, acceptance, title, risk of loss, warranty and remedies for the Products.

15.4 Communications. Customer authorizes CA to receive, on the Manufacturer's behalf, notices, technical communications and correspondence relating to the transaction, and agrees to copy CA on material communications with the Manufacturer so that CA can coordinate the project.

PART C — ADDITIONAL TERMS FOR RESALE TRANSACTIONS

16. Payment Terms

16.1 Unless the Transaction Document states otherwise, payment for capital equipment is due as follows: thirty percent (30%) with Order; sixty percent (60%) upon notice of readiness for shipment or successful completion of factory acceptance testing, whichever occurs first; and ten percent (10%) upon site acceptance, but in no event later than sixty (60) days after delivery. Spare parts and services are due net thirty (30) days from invoice. All payments shall be made in U.S. dollars by wire transfer without set-off or deduction.

16.2 CA may require a letter of credit, deposit or other security if Customer's credit is unsatisfactory to CA or the Manufacturer.

17. Delivery, Title and Risk of Loss

17.1 Delivery terms are as stated in the Transaction Document under Incoterms® 2020. If none are stated, delivery is FCA Manufacturer's facility. Risk of loss passes to Customer in accordance with the applicable Incoterm.

17.2 Delivery dates are estimates based on the Manufacturer's schedule. CA shall not be liable for delay, and Customer shall not be entitled to cancel, withhold payment or recover liquidated or other damages for delay, except as expressly stated in the Transaction Document and then only to the extent CA recovers corresponding amounts from the Manufacturer.

17.3 Title passes to Customer upon delivery, subject to CA's security interest. Customer grants CA a purchase-money security interest in the Products and their proceeds until the price and all other amounts due are paid in full, and authorizes CA to file financing statements to perfect that interest.

18. Acceptance

18.1 Factory and site acceptance tests, if any, shall be conducted in accordance with the Manufacturer's standard test procedures or the procedure attached to the Transaction Document. The Products are deemed accepted upon the earliest of (a) successful completion of site acceptance testing; (b) Customer's use of the Products for production, qualification or revenue purposes; or (c) thirty (30) days after the Products are ready for site acceptance testing, if the delay is not caused by CA or the Manufacturer.

18.2 Customer shall notify CA in writing of any nonconformity discovered at delivery within ten (10) days after delivery, and of any other nonconformity within the warranty period.

19. Warranty Pass-Through; Cancellation

19.1 CA assigns and passes through to Customer, to the extent assignable, the Manufacturer's warranty for the Products. Customer's exclusive remedy for defective Products is enforcement of that warranty, and CA will use commercially reasonable efforts to assist Customer in enforcing it. CA's obligations with respect to defective Products shall not exceed the Manufacturer's obligations to CA.

19.2 Orders may be cancelled or changed by Customer only with CA's written consent and upon payment of all costs and charges incurred by CA, including all cancellation charges imposed by the Manufacturer, plus a handling charge of ten percent (10%) of the cancelled amount. Deposits are non-refundable to the extent applied to such charges.

PART D — IMPORTER OF RECORD ACCOMMODATION

20. CA as Importer of Record

20.1 Accommodation only. If CA agrees, at Customer's request, to act as U.S. importer of record ("IoR") for any Products, CA does so solely as an accommodation in its capacity as the Manufacturer's selling agent, and not as a purchaser or owner of the Products in an Agency Sale. CA may engage a licensed customs broker of its choice.

20.2 Customs Costs. All customs duties, tariffs, trade-remedy duties, merchandise processing and harbor maintenance fees, customs broker fees, customs bond premiums, Importer Security Filing charges, and any additional duties, interest or fees assessed upon liquidation, reliquidation or audit (collectively, "Customs Costs") are for Customer's account, whether or not they are separately stated in the Transaction Document.

20.3 Payment of Customs Costs. Customer shall, at CA's election, (a) pay the estimated Customs Costs to CA or its customs broker before the Products are entered, or (b) reimburse CA for Customs Costs within fifteen (15) days after receipt of CA's invoice with supporting entry documentation. Unpaid Customs Costs bear interest as provided in Section 12.1. Customer's obligation to pay Customs Costs is independent of and in addition to the purchase price, and is not subject to set-off, withholding or deduction for any claim against the Manufacturer or CA.

20.4 Withholding of completion. Customer agrees that, until all Customs Costs have been paid in full to CA or its customs broker, CA and the Manufacturer may suspend installation, commissioning, site acceptance testing, operator training, release of final documentation and software license keys, and commencement of the warranty period, without liability, and that any resulting delay shall not constitute a breach by CA or the Manufacturer or extend any warranty period. This Section 20.4 is for the benefit of CA and the Manufacturer and may be enforced by either of them.

20.5 Information and cooperation. Customer shall provide promptly all information CA or its broker reasonably requests to make entry and respond to U.S. Customs and Border Protection (CBP), including end-use information and any information relating to assists or related-party relationships, and shall cooperate in any CBP inquiry, audit, protest or post-summary correction. Customer shall indemnify CA against all Customs Costs, penalties, liquidated damages and bond claims arising from inaccurate information supplied by Customer or from Customer's failure to pay Customs Costs.

20.6 Refunds. Any refund, drawback or recovery of Customs Costs received by CA shall first be applied to any unpaid amounts owed to CA by Customer, and the balance, net of CA's reasonable costs of recovery, shall be remitted to the party that bore the Customs Costs.

20.7 Survival. This Part D survives completion of the transaction until five (5) years after the liquidation of the last entry for which CA acted as IoR has become final.