

SALES TERMS AND CONDITIONS

Striker Systems, a division of Computer Design, Inc.

These Sales Terms and Conditions apply to the accompanying quotation issued by Striker Systems, a division of Computer Design, Inc. ("Striker"), to the customer identified in the quotation ("Purchaser").

1. Quotation and Order Acceptance

The quotation is valid through the "Valid Thru" date shown on the quotation. After that date, pricing and availability are subject to change.

Purchaser accepts the quotation and these terms by signing and returning the quotation, issuing a purchase order that references the quotation, making payment, or accepting delivery of the quoted products or services. An order becomes binding on Striker when Striker issues an order acknowledgment, accepts payment, or begins performance.

Any additional or different terms contained in Purchaser's purchase order, vendor portal, or other document are rejected unless expressly accepted in writing by an authorized representative of Striker.

The quotation controls pricing, quantities, payment terms, and other transaction-specific provisions. The applicable Striker Software License Agreement provided with the quotation controls the licensing and permitted use of software. These Sales Terms and Conditions control the sale, delivery, payment, and performance of products and services. Any mutually signed written amendment will control over inconsistent provisions.

2. Prices, Taxes, and Payment

Purchaser shall pay the prices stated in the quotation in accordance with the payment terms stated in the quotation. Unless otherwise stated, prices exclude applicable sales, use, excise, withholding, and similar taxes. Purchaser is responsible for such taxes, except taxes based on Striker's net income.

A valid exemption certificate must be provided before invoicing or delivery for a tax-exempt purchase.

Past-due amounts will accrue a service charge of one percent (1%) per month, calculated on a simple, non-compounding basis, or the maximum amount permitted by law, whichever is less. Purchaser shall reimburse Striker for reasonable collection costs, including attorneys' fees, incurred in collecting overdue amounts.

For overdue accounts, Striker may withhold undelivered software licenses, activation information, updates, support, training, implementation, and other services until the account is brought current. Purchaser may not withhold or offset payment because of a claim unrelated to the applicable invoice.

If an invoice remains unpaid for ten (10) days after Striker provides written notice of delinquency, Striker may suspend support, services, updates, and use of software licenses delivered under the unpaid invoice until all past-due amounts are paid. Striker will not suspend software licenses that have been fully paid.

3. Delivery and Scheduling

Software and documentation may be delivered electronically. Electronic delivery is complete when Striker makes the software, download, license file, activation information, or documentation available to Purchaser.

Delivery, implementation, machine-driver development, and service dates are estimates unless the quotation expressly states that a date is guaranteed. Dates may be adjusted for delays caused by Purchaser, machine or system availability, third-party suppliers, inaccurate or incomplete information, or circumstances beyond Striker's reasonable control.

Purchaser is responsible for promptly providing the information, system access, sample files, personnel, equipment availability, and approvals reasonably required for Striker to perform the order.

4. Software License and Ownership

Striker software is licensed, not sold. Purchaser's right to install and use the software is governed by the applicable Striker Software License Agreement and the license quantities and restrictions stated in the quotation. Striker will provide the applicable Striker Software License Agreement as a separate document with the quotation before Purchaser accepts the quotation. The Software License Agreement provided with the quotation is incorporated into these terms by reference.

Striker and its licensors retain all ownership and intellectual-property rights in Striker software, machine drivers, postprocessors, interfaces, utilities, documentation, training materials, templates, methods, modifications, and derivative works. No ownership rights are transferred to Purchaser.

Unless expressly stated otherwise in the quotation, custom configuration, machine-driver development, postprocessor development, or integration work does not constitute work made for hire and does not transfer ownership of the underlying software, tools, methods, or source code to Purchaser.

Technology Assurance Program, technical-support, and other renewable service benefits apply only during the purchased term. Renewal is optional unless otherwise stated and will be offered at the pricing and terms then in effect.

5. Machine Information, Program Validation, and Safety

Purchaser is responsible for providing accurate information concerning its machines, controllers, options, tooling, material-handling systems, robots, software versions, network environment, and production requirements.

Machine drivers, postprocessors, interfaces, automation functions, and related software are developed or configured based on the information and samples provided by Purchaser and applicable equipment suppliers. Changes to a machine, controller, firmware, tooling, equipment configuration, third-party system, or production process may require additional configuration or services at Striker's then-current rates.

Purchaser is responsible for reviewing, testing, and validating all CNC programs, tooling instructions, machine settings, automation instructions, and other software output before production use. Purchaser shall maintain appropriate backups and shall operate all machinery in accordance with the machine manufacturer's instructions, applicable safety requirements, and Purchaser's own safety procedures.

Striker software does not replace trained personnel, machine guarding, safety controls, or Purchaser's responsibility for safe machine operation.

6. Implementation, Training, and Onsite Services

Purchaser shall provide a safe and suitable work environment, functioning equipment, required system access, and appropriate personnel for scheduled implementation, validation, training, and onsite services.

Purchaser is responsible for travel expenses identified in the quotation and for additional reasonable travel costs caused by Purchaser-requested changes or delays.

If Purchaser cancels or reschedules onsite services with fewer than five (5) business days' notice, Purchaser will be responsible for nonrefundable travel expenses and may be charged for one scheduled service day. Striker may waive these charges in its discretion.

Services outside the scope stated in the quotation, including additional training, machine changes, repeat validation, data correction, network or hardware work, and delays caused by unavailable or nonfunctioning equipment, may be billed separately with Purchaser's approval.

7. Changes, Cancellation, and Refunds

After Striker accepts an order, Purchaser may not cancel or materially change it without Striker's written consent.

Delivered software licenses, upgrades, activation information, renewal memberships, custom machine drivers, postprocessors, interfaces, automation development, and completed services are nonreturnable and nonrefundable except as expressly provided in the applicable Software License Agreement.

If Striker approves cancellation of an undelivered or partially completed order, Purchaser shall pay for work performed, products delivered, noncancelable commitments, and reasonable costs incurred before cancellation.

8. Limited Warranty

Software warranties and remedies are exclusively those stated in the applicable Striker Software License Agreement.

Striker warrants that professional services will be performed in a professional and workmanlike manner. Purchaser must notify Striker in writing of a claimed failure within thirty (30) days after completion of the affected services. Striker's obligation and Purchaser's exclusive remedy will be, at Striker's option, to reperform the nonconforming portion of the affected services or refund the fees paid for that nonconforming portion.

Except for the express warranties stated in the applicable Software License Agreement and this section, and to the maximum extent permitted by law, Striker disclaims all other warranties, whether express, implied, statutory, or otherwise.

Third-party equipment, software, controllers, robots, operating systems, and components are subject only to warranties provided by their respective manufacturers or suppliers.

Striker is not responsible for incompatibility, interruption, or additional work resulting from changes to third-party hardware, machine controllers, firmware, operating systems, security software, networks, or other systems after delivery or validation.

9. Limitation of Liability

To the maximum extent permitted by law, Striker will not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, or for loss of profits, revenue, production, business opportunity, use, data, materials, or anticipated savings, arising from or relating to the quotation, products, software, or services, regardless of the legal theory asserted and even if advised that such damages were possible.

Striker's total aggregate liability arising from or relating to a quotation, product, software license, or service will not exceed the amount actually paid to Striker under the applicable quotation for the product or service giving rise to the claim.

These limitations do not apply to Purchaser's payment obligations or to liability that cannot legally be excluded or limited.

10. Confidentiality

In connection with an order, either party may receive confidential business, technical, or manufacturing information from the other, including part designs, production data, pricing, and software configuration. The receiving party shall use that information only to perform its obligations under the order, protect it with reasonable care, and disclose it only to employees, contractors, or advisors who need it and are bound by confidentiality obligations at least as protective as this section.

These obligations do not apply to information that is or becomes public without breach of this section, was already rightfully known to the receiving party, is independently developed without use of the disclosing party's information, or is rightfully received from a third party without a confidentiality obligation. A party may disclose confidential information to the extent required by law or legal process, provided it gives the other party reasonable advance notice where legally permitted.

These confidentiality obligations will continue for five (5) years after disclosure, except that trade secrets will remain protected for as long as they qualify as trade secrets under applicable law. If the parties have entered into a separate nondisclosure or confidentiality agreement, that agreement will control over this section to the extent of any conflict.

11. Export Control

Striker software, documentation, license keys, access information, and related technology may be subject to United States export-control and economic-sanctions laws. Purchaser shall comply with all applicable United States export-control and economic-sanctions laws in connection with those items and shall not export, reexport, transfer, release, or provide access to them for a prohibited destination, end user, or end use. Purchaser represents that neither Purchaser nor, to Purchaser's knowledge, the intended recipient is a restricted or prohibited party. Striker may suspend or refuse delivery or performance when reasonably necessary to comply with applicable export-control or sanctions requirements.

12. Force Majeure

Neither party will be liable for delay or failure to perform, other than a payment obligation, caused by circumstances beyond its reasonable control, including natural disasters, fire, labor disruption, transportation interruption, government action, utility or internet failure, cyberattack, epidemic, war, civil unrest, or failure of a third-party supplier.

The affected party shall provide reasonable notice and resume performance as soon as reasonably practical. If a force majeure event prevents a party's performance, other than a payment obligation, for more than sixty (60) consecutive days, either party may terminate the affected order on written notice. Upon termination, Purchaser shall pay Striker for products delivered, services and development work performed, noncancelable commitments, and reasonable costs incurred through the termination date.

13. Governing Law and Venue

The quotation, these terms, and the parties' relationship will be governed by the laws of the State of Tennessee, without regard to conflict-of-law principles.

Any legal action arising from or relating to the quotation, products, or services shall be brought in a state court located in Robertson County, Tennessee, or in the United States District Court for the Middle District of Tennessee, Nashville Division. Each party consents to the jurisdiction and venue of those courts.

14. General

The quotation, these Sales Terms and Conditions, the applicable Software License Agreement, and any mutually signed amendment constitute the entire agreement concerning the order and supersede prior proposals, representations, and communications concerning that order.

No amendment or waiver is effective unless in writing and signed by an authorized representative of the party against whom it is asserted. Striker's failure to enforce a provision is not a waiver of that provision.

If any provision is held unenforceable, it will be enforced to the maximum extent permitted, and the remaining provisions will remain in effect.

Purchaser may not assign or transfer an order or its rights under these terms without Striker's prior written consent. Striker may assign these terms or an order in connection with a merger, reorganization, acquisition, or sale of the applicable business or assets. Any attempted assignment in violation of this paragraph is void.

Electronic signatures, electronically transmitted copies, and counterparts will be treated as originals.

Purchaser Acceptance

By signing below, issuing a purchase order that references the quotation, making payment, or accepting delivery of the quoted products or services, Purchaser confirms that it has received and accepts the quotation, these Sales Terms and Conditions, and the applicable Striker Software License Agreement provided with the quotation.

Purchasing Company: _____

Printed Name: _____

Date Signed: _____

Email: _____

Authorized Signature: _____

Job Title: _____

Purchase Order Number: _____

Telephone: _____