

CO2METER, INC.
TERMS AND CONDITIONS OF SALE

The following terms and conditions govern all sales of Products (as hereinafter defined) by CO2METER, INC., a Florida corporation (referred to herein sometimes as “CO2Meter,” “Us,” or “We”) by distributors, customers and all end users (referred to herein sometimes as “Customer(s)” or “You”).

By purchasing any Products from Us, You agree to all of the following terms and conditions, and such additional terms and conditions that may be incorporated herein by reference and located at <https://www.co2meter.com> (collectively referred to herein sometimes as this “Agreement”):

1. GENERAL

- 1.1 This Agreement governs all purchases and sales of products manufactured and/or sold by Us, our distributors or agents (hereafter, the “Products”). THIS IS A LEGAL AGREEMENT. BY PLACING AN ORDER FOR PRODUCTS, OR BY PURCHASING PRODUCTS, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND THAT YOU AGREE TO ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT
- 1.2 We reserve the right to modify and update the terms and conditions governing the purchase and sale of our Products. The then-current terms and conditions will govern any future purchases of Products by You.

2. ORDERS AND ACCEPTANCE

- 2.1 Products will be described with particularity in any estimate or quotation (hereafter, a “Quote”) provided to You. All Quotes are valid for 90 days from the date set forth in such Quote. It is your responsibility to confirm the Products and specifications as contemplated by any Quote.
- 2.2 Acceptance of a Quote shall include (but not be limited to): a signed Quote, receipt of a Purchase Order; receipt of payment; etc. and shall be a binding offer to purchase the Products as described in the Quote. CO2Meter reserves the right to reject any Customer offer for any reason whatsoever.

3. PRICING

- 3.1 Pricing for Products shall be as set forth in the applicable Quote as accepted by CO2Meter. Notwithstanding the foregoing, in the event that Customer should request modifications or any changes to the Products contemplated by the applicable quote, Customer agrees that CO2Meter shall be entitled to modify the price of the Products accordingly, and shall not be bound by the pricing set forth in the Quote.
- 3.2 Unless otherwise agreed in writing by You and Us, all prices are F.O.B. CO2Meter’s shipping point, and all costs of shipping, as set forth in the Quote, are Customer’s responsibility. Expedited shipping may be available for an additional fee.
- 3.3 All prices set forth in the Quote are also net of any applicable duties, excise taxes, value added taxes, withholdings or other similar governmental charges and fees (the “Additional Charges”), all of which shall be payable by the Customer.

4. PAYMENT

- 4.1 Unless alternative payment arrangements have been made and agreed to by CO2Meter, payment in full is required prior to shipment of any Products. All payments shall be made in US Dollars.
- 4.2 In the event that CO2Meter has agreed to credit terms, and in the event that You fail to make payments to CO2Meter when due, You agree that any outstanding amounts shall bear interest at a rate of 1.5% per month, or the highest rate allowable by law, whichever is less. In the event of a payment default, in the event that CO2Meter is required to institute collections proceedings against You, You agree that CO2Meter shall be entitled, in addition to all other remedies available to it, to collect from you all costs of collections, including without limitation, all attorneys’ fees and court costs, whether incurred pre-litigation, at trial, on appeal, or in connection with a bankruptcy proceeding.

5. DELIVERY

- 5.1 All delivery of Products shall be F.O.B. CO2Meter’s shipping point as identified in the Quote and all risk of loss shall pass to Customer when the Products are placed in the possession of a carrier. Delivery dates are estimates only. CO2Meter will make all commercially reasonable efforts to meet mutually agreed delivery dates; provided however, that You agree that CO2Meter shall have no liability to You, expressly including without limitation, no liability for incidental or consequential damages, arising out of or relating to any failure of CO2Meter to meet an estimated delivery date for the Products.

6. WARRANTY AND ACCEPTANCE

- 6.1 CO2Meter warrants the Products to be substantially free of defects in workmanship and materials when used for their intended purposes for a period of either one (1) year or ninety (90) days from the date of shipment of the applicable Products as specified for each Product on the individual Product pages located at <https://www.co2meter.com> (the "Manufacturer's Limited Warranty"). No employee or representative of CO2Meter may alter the terms of the Manufacturer's Limited Warranty verbally or in writing.
- 6.2 To take advantage of the Manufacturer's Limited Warranty, the Product must be returned to us at Your expense. If after examination, we determine that the Product is defective, CO2Meter at its election, will repair or replace the defective Product. The foregoing is Customer's exclusive remedy in the event of a valid warranty claim.
- 6.3 Notwithstanding anything contained herein, the Manufacturer's Limited Warranty shall not apply to: (i) any Product that has been customized, altered, or repaired by any person not authorized to do so by CO2Meter; or (ii) any Product that has been subject to misuse, neglect, or accidental damage. This warranty does not apply to calibration of any Product.
- 6.4 In the event of an alleged warranty claim, You agree to contact Us to request a return authorization prior to returning any Products to Us. We will only honor valid warranty claims of which we have been given notice prior to the expiration of the applicable limited warranty period. You agree to comply with all commercially reasonable rules and policies governing warranty claims which we may institute from time to time. Such rules and policies may be located at <https://www.co2meter.com/pages/faq#warranty>.
- 6.5 If you return a Product to Us, and We determine in our reasonable discretion that it falls within an exception to the Manufacturer's Limited Warranty as described herein, We will have no obligation to You other than to return the Product(s) at your sole cost and expense.
- 6.6 It is our Customer(s) responsibility to share your application with the CO2Meter sales team so they can help identify any potential issues your application may cause with our devices. Important information to share will be: expected CO2 concentration, temperature, humidity, and any other particles or gases in your application. Applications with interfering gases can damage our sensors and devices. Those applications with high humidity can damage the electronics and the CO2 sensors beyond repair.

7. PRODUCT RETURNS

- 7.1 If any Product fails under normal use, You may return it to Us, by first obtaining a Return Material Authorization number (or "RMA"). Policies and procedures for returns and refunds related to the same are located at <https://www.co2meter.com/faq#return-policy>. All returns for refund after thirty (30) days from shipment of the applicable Product will incur a 25% re-stocking fee. No Product will be accepted for return or refund after 45 days from shipment.

8. LIMITATIONS OF LIABILITY

- 8.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCTS ARE SOLD WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR INFRINGEMENT.
- 8.2 TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, CO2METER WILL NOT, UNDER ANY CIRCUMSTANCES BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFIT, ARISING OUT OF OR RELATING TO THE PRODUCTS, EVEN IF CO2METER KNEW OR SHOULD HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES.
- 8.3 CO2METER'S TOTAL LIABILITY TO CUSTOMER WITH RESPECT TO THE PRODUCTS AND CLAIMS PERTAINING THERETO, IF ANY, WHETHER SUCH CLAIMS ARE BASED ON THEORIES OF BREACH OF CONTRACT OR TORT, SHALL NOT EXCEED, IN THE AGGREGATE, THE ORIGINAL PURCHASE PRICE PAID BY CUSTOMER TO CO2METER FOR SUCH PRODUCTS.

9. INTELLECTUAL PROPERTY

- 9.1 All designs, drawings, specifications, and similar documents pertaining to the Products, together with all intellectual property rights inherent therein (the "IP Rights"), are and shall at all times remain, the sole and complete property of CO2Meter. Nothing contained herein shall be construed so as to transfer or assign any IP Rights to Customer. Except to the extent that such information is made generally available to the public, Customer agrees to maintain all designs, drawings or other technical specifications in confidence, and not to disclose the same to any third-party without the prior written consent of CO2Meter.

10. GOVERNING LAW; DISPUTE RESOLUTION; AND STATUTE OF LIMITATIONS

- 10.1 This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Florida. By purchasing Products, You agree that any dispute arising out of relating to this Agreement shall be brought exclusively in the courts of the State of Florida, or in the federal courts located within the State of Florida, and You hereby consent and submit to the jurisdiction of such courts.
- 10.2 The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the non-prevailing party, its reasonable attorneys' fees and costs. If Customer is principally located in a jurisdiction outside of the

United States, You agree that in the event of a dispute, We may, at our election, commence arbitration proceedings outside of the United States in a neutral jurisdiction, in accordance with the rules of the International Chamber of Commerce (the "ICC"). Any such arbitration shall be heard by a single arbitrator, mutually agreeable to the parties, or if the parties cannot agree, the arbitrator shall be selected by the ICC. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator may, if he or she deems it proper, award fees and costs to the prevailing party in such arbitration.

- 10.3 No claim, action or cause of action arising out of or related to any claimed breach of this Agreement or related to the underlying purchase and sale transaction may be asserted or brought by either party in any forum whatsoever more than one (1) year after the date on which the events giving rise to such cause of action or claim occurred.

11. MISCELLANEOUS

- 11.1 Customer may not assign this Agreement, or any rights of Customer hereunder, without the prior written consent of CO2Meter.
- 11.2 The failure by any party to insist on strict performance of these terms and conditions shall not constitute a waiver of the same unless such waiver is set forth in a writing signed by the party against whom such waiver is to be enforced.
- 11.3 If any provision set forth herein is deemed to be invalid or illegal, such invalidity or illegality shall not affect the other terms and conditions set forth herein, and the offending term shall be deemed severed from this Agreement, and shall not affect the enforceability of the other terms and conditions set forth herein.
- 11.4 This Agreement forms the entire agreement of CO2Meter and Customer with respect to the subject matter hereof, and supersedes any prior discussions, negotiations, or other representations, whether written or oral. In the event of any conflict between this Agreement and any applicable Quote, the parties agree that this Agreement shall control. Any modification of the terms and conditions herein shall be set forth in an amendment or addendum in writing signed by CO2Meter
- 11.5 Any notice contemplated or required by this Agreement shall be in writing and shall be delivered via reputable overnight courier to CO2Meter at its principal place of business, or to Customer at its last known address on file with CO2Meter, or to Customer via email to any email address provided by Customer to CO2Meter.
- 11.6 No party shall be liable for any delay or failure of a party to perform hereunder that is caused by events or occurrences beyond such party's control, including any "acts of god;" provided however, that the foregoing shall not apply, and there shall be no excuse or failure related to nonpayment of amounts due to CO2Meter for the purchase of Products hereunder.

12. FORCE MAJEURE

- 12.1 We shall not be liable or responsible for any loss or damage caused by delay in the performance or by non-performance of any of its obligation hereunder (including but not limited to delayed delivery or non delivery) where the same is occasioned by any circumstances or event outside of our control. In such event, We may cancel or suspend the Agreement without incurring any liability whatsoever for any loss or damage resulting from such cancellation or suspension.

13. EXPORT TERMS

- 13.1 You shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties thereon.
- 13.2 Unless credit insurance is available or if We accept alternative payment methods, We may accept payment of all amounts due to Us via irrevocable letter of credit confirmed through a prime USA bank established by You in favor of Us immediately on receipt of the invoice. The letter of credit shall be for the price inclusive of any tax or duty payable by You and shall be valid for at least six months or such longer period as shall have been estimated by Us for delivery. We shall be entitled to payment on presentation to such USA bank of the documents supplied by Us.

14. CANCELLATION

- 14.1 No cancellation by You is permitted unless expressly agreed by Us in writing.
- 14.2 Subject to the foregoing, the cancellation charges shall be payable by You as follows: 10% of the total order if cancelled after acceptance and prior to shipment. For charges/fees related to cancellation after shipment, refer to Section 7 (Product Returns).

15. TERMINATION

- 15.1 We shall be entitled to terminate this Agreement forthwith by written notice and be immediately entitled to any unpaid sums in respect of Products provided to You if:
- You (being an individual) becomes bankrupt or if You (being a Company) adopts a resolution of its winding up or if a petition is presented for the appointment of an administrator or receiver in respect of any part of Your undertaking or assets if You are unable to pay its debts within the meaning of Title 11 US Bankruptcy Code.
 - You are in breach of any of these terms and conditions
 - if any other Agreement between the parties hereto is terminated by either party for whatever reason.