

General Terms & Conditions

These Terms and Conditions govern the sale of all Product(s) and Service(s) by HV TECHNOLOGIES, Inc. ("SELLER") explicitly identified in the Quote(s) to the customer ("BUYER"), and supersede any conflicting Terms and Conditions of BUYER not agreed to in writing by the SELLER, to which notice of objection is hereby given. SELLER's commencement of delivery or initiation of service shall not be deemed or construed as acceptance of any BUYER's supplemental or conflicting Terms and Conditions. SELLER's failure to object to conflicting or additional terms will not change or add to the terms of this agreement. BUYER's acceptance of the Goods and/or Services from SELLER shall be deemed to constitute acceptance of these Terms and Conditions.

1) GENERAL

- a. The laws of the Commonwealth of Virginia will exclusively govern any dispute between SELLER and BUYER.
- b. BUYER may not assign this Agreement without the prior written consent of SELLER. SELLER or its affiliates may perform the obligations under this Agreement.
- c. Goods/Services, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights, and/or user licenses.

2) ACCEPTANCE OF ORDER

- a. All Orders placed by BUYER are subject to acceptance by SELLER, who reserves the right to reject, refuse, or request amendments to the content of BUYER's Order. Once accepted, the Order may not be canceled or rescheduled without SELLER's written consent.
- b. Any amendments to an accepted Order must be submitted in writing by BUYER and will be subject to SELLER's approval and may result in additional charges. Amendments should be sent to SELLER's designated email or address and must include the original Order details and a clear description of the requested changes.
- c. All Purchase Orders at a minimum should include: (1) HVT Quote Number, (2) Payment Terms, (3) BUYER's name and location for which the Order has been provided, (4) Product/Service Description, Part Numbers, Quantities, and Prices (in USD), (5) BUYER's Shipping Preferences (i.e. Payment Method (Prepay and Add to Invoice or Collect using BUYER's Shipping Account), Preferred Shipping Company, Shipping Speed, and Shipping Address), and (6) BUYER's Invoicing Information.

3) PRICES

- a. All prices are in U.S. Dollars unless otherwise agreed upon. All prices are net, excluding all taxes and shipping-related charges, which are the responsibility of the BUYER. Pricing reflects tariff rates in effect at the time of quotation, unless otherwise indicated on the quote. BUYER agrees to indemnify and hold SELLER harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including any penalties and interest thereon, unless otherwise agreed to in writing by SELLER.
- b. When applicable, transportation and taxes shall appear as separate items on SELLER's invoice.
- c. Quotes expire in sixty (60) days from the date issued, or as otherwise stated in the Quote.
- d. Pricing reflects tariff rates in effect at the time of quotation, unless indicated differently on the quote. Any changes in applicable tariffs, duties, or governmental charges occurring between the date of quotation and the date of importation may result in a corresponding price adjustment, which shall be the responsibility of the BUYER.
- e. SELLER will notify BUYER of any such adjustments prior to importation.

4) PAYMENT PROCESSING

- a. The preferred method of payment is by ACH/wire transfer (the BUYER bears all fees) or check. Visa or Mastercard credit card payments are also accepted and incur a 3% processing fee.

8526 Virginia Meadows Drive | Manassas, Virginia 20109 | USA

hvsales@hvtechnologies.com | emcsales@hvtechnologies.com | service@hvtechnologies.com

T: 1-703-365-2330 | www.hvtechnologies.com

- b. All payments are to be sent to: HV TECHNOLOGIES, Inc., ATTN: Accounts Receivable, 8526 Virginia Meadows Drive, Manassas, VA 20109. It is preferred that payments be emailed to accounting@hvtechnologies.com. Each payment submitted must reference the appropriate Invoice Number.
- c. Where SELLER has extended credit to BUYER, SELLER may impose interest at the rate of 1.5% per month on any past-due invoice. If BUYER fails to remit payments on time, SELLER reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which SELLER has extended credit to BUYER.
- d. In the event of default by BUYER, SELLER shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

5) FORCE MAJEURE

- a. SELLER is not liable for any failure or delay in performing an obligation for any accepted Order that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws, regulations or government tariffs, including both new tariffs and changes to existing ones, national strikes, fire, explosion, generalized lack of availability of raw materials, labor, energy, or Goods/Services through its regular sources, or delays in transportation.
- b. In the event of Force Majeure, the SELLER's time for performance shall be extended for a period equal to the time lost as a consequence of the Force Majeure condition without subjecting SELLER to any liability or penalty. SELLER may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation in writing to the BUYER.

6) DELIVERY TERMS

- a. All deliveries will be made FCA Manassas, VA (Incoterms 2020), unless otherwise specified in the quotation.
- b. Title and risk of loss pass to the BUYER upon delivery of the Product to the carrier, and the carrier shall not be deemed an agent of the SELLER.
- c. The BUYER pays all freight and shipping costs, as well as any applicable insurance premiums from that time forward.
- d. SELLER's delivery dates are estimates only, and SELLER is not liable for delivery delays or for failure to perform due to causes beyond the reasonable control of the SELLER. A delayed delivery of any part of an Order does not entitle the BUYER to cancel other deliveries.
- e. If BUYER refuses delivery of the Product, the SELLER shall not be held responsible for any costs associated with the refusal, including but not limited to shipping, restocking, or handling fees. SELLER reserves the right to charge the BUYER for any such costs incurred due to the refusal of delivery.
- f. SELLER and BUYER acknowledge and agree to comply with all applicable federal laws and regulations, including but not limited to, the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the regulations administered by the Office of Foreign Assets Control (OFAC). BUYER represents and warrants that it will not export, re-export, or transfer any goods, services, or technology in violation of these regulations.
- g. BUYER agrees to obtain all necessary export licenses or other governmental approvals prior to exporting or re-exporting goods, services, or technology provided under this Agreement.

7) LIMITATION OF LIABILITY

- a. The BUYER is solely responsible for assembling, installing, and operating the merchandise sold herein, including – without limitation – obtaining all approvals, licenses, and certificates required for assembling, installing, and operating the merchandise, unless these Services are explicitly included in the preceding Quote.

- b. SELLER's total liability to BUYER, whether in contract, tort, or otherwise, shall not exceed the total value of the Order giving rise to the claim. Under no circumstances shall SELLER be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, or business opportunities, arising from or related to the sale, use, or inability to use the Goods or Services, even if SELLER has been advised of the possibility of such damages.
- c. BUYER acknowledges that inappropriate use or sale of the Goods is at BUYER's sole risk, and SELLER and the manufacturer of the Goods are not liable, in whole or in part, for any claim or damage arising from such use. BUYER agrees to indemnify, defend, and hold SELLER and the manufacturer harmless from and against all claims, damages, losses, costs, expenses, and liabilities arising out of or in connection with such use or sale.
- d. This limitation shall not apply to liability arising from SELLER's gross negligence, willful misconduct, or obligations explicitly stated under applicable law.

8) WARRANTY

- a. SELLER provides no explicit warranty for the Goods sold to the BUYER beyond those offered by the manufacturer. The SELLER will transfer any applicable manufacturer warranties to the BUYER.
- b. The SELLER's responsibility for defective merchandise is limited solely to repairing the defect or replacing defective components. Full replacement of the product or compensation for deficiencies is not included.
- c. The BUYER is responsible for all costs related to parts, labor, or services not covered by the warranty.
- d. The SELLER's warranty obligations are void if unauthorized modifications or repairs are made to the Goods by the BUYER or any third party, or if the BUYER fails to take immediate steps to mitigate further damage.
- e. To prevent shipping damage, the SELLER advises shipping packages over 50 pounds on a pallet via freight carrier rather than ground shipping.
- f. Any additional work required to restore equipment to operational status—such as addressing shipping damage or undisclosed issues—will necessitate a revised Quote. Work will not proceed until the BUYER approves the updated Quote and provides a revised Purchase Order (PO).
- g. Warranty shipments, the following conditions apply:
 - i. Shipments must include a valid Return Merchandise Authorization (RMA) number issued by the SELLER.
 - ii. Equipment must be properly packaged following RMA instructions, including the BUYER covering shipping costs to the repair facility.
 - iii. Improperly packed returns will incur a \$250 service charge for repackaging.
 - iv. Once a warranty repair is completed, the SELLER will cover the cost of shipping the repaired equipment back to the BUYER.

9) CONFIDENTIALITY OF BUYER'S INFORMATION

- a. All information received from BUYER is considered proprietary and shall be regarded as "Confidential Information", except for the information that BUYER makes publicly available, or when agreed between SELLER and BUYER in writing.
- b. SELLER shall hold and maintain the BUYER's Confidential Information in strictest confidence for the sole and exclusive benefit of the BUYER.
- c. SELLER shall carefully restrict access to Confidential Information to the BUYER, contractors, and/or third parties as is reasonably required to meet the BUYER's requested services.
- d. SELLER shall not publish, copy, or otherwise disclose to others, or permit the use by others for their benefit, or to the detriment of the BUYER, any Confidential Information without prior written approval of BUYER.

10) CANCELLATION POLICY

- a. Orders canceled within seven (7) calendar days of receipt by the SELLER will incur no charges. For cancellations made after seven (7) calendar days, the following fees will apply:
 - i. Order value up to \$1,000.00: Fixed cancellation fee of \$250.00.
 - ii. Order value between \$1,000.00 to \$5,000.00: Fixed cancellation fee of \$500.00.
 - iii. Order value above \$5,000.00: Cancellation fee of 15% of total order value.
 - iv. For custom-built products and systems, the BUYER will be charged 100% of all costs incurred, including but not limited to engineering, materials, and labor, regardless of the stage of production at the time of cancellation. A Cancellation more than 90 days after the order date will incur a Cancellation fee of 85% of the total order value.

11) RETURN POLICY

- a. All returns require prior approval from the SELLER and must be accompanied by a valid Return Merchandise Authorization (RMA) number.
- b. Returns are subject to a 20% restocking fee, which may vary depending on the nature of the return. The SELLER reserves the right to reject any returns that do not comply with these requirements.

12) DISPUTE RESOLUTION

- a. In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations, the parties agree to submit the dispute to mediation before resorting to litigation or arbitration.
- b. Any mediation or arbitration shall take place in the Commonwealth of Virginia.

13) UPDATES AND AMENDMENTS

- a. SELLER reserves the right to update or amend these Terms and Conditions at any time. Any changes will be effective immediately upon posting on SELLER's website or upon notification to BUYER via email or other written communication.
- b. Changes to these Terms and Conditions will not apply retroactively to Orders accepted by SELLER before the update unless explicitly stated and agreed upon by both parties.
- c. It is the responsibility of BUYER to review these Terms and Conditions periodically for any updates or changes.

14) SEVERABILITY CLAUSE

- a. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect.