



Dear Bio-Response Customer,

Below you'll find our agreement it's just a few pages and in plain language. We want this agreement to be easy to read and one you are eager to sign. We look forward to working with you!

How it Works

This agreement states what you will receive from Bio-Response Solutions, Inc. (BRS) and what BRS is expecting of you. This signed agreement will allow BRS to order time-sensitive components and prepare your onboarding materials.

One of your responsibilities is securing funding and agreeing to a payment schedule. Many of our customers are using a 5-6 year commercial equipment loan. We are happy to provide a reference list of lenders who have worked with our customers in the past.

Upon receipt of this signed contract, BRS will issue a final invoice with payment instructions. We manufacture equipment in order of receipt of down payments. Any lead times that have been provided in advance of your down payment are estimates based on the production log at the time quoted. Receipt of your down payment will place your order in the production queue.

Once your down payment is received, you will receive confirmation of receipt and order acceptance along with your expected completion window. Our customer service team will set up your account and send your welcome packet to begin your onboarding process.

What We Provide

1. BRS will provide the equipment as detailed on the attached quote, manufactured in our facility and built to your custom specifications.
2. Once manufacturing is complete, our engineers will conduct our extensive factory testing program. This is something we bring from decades of being a pharmaceutical vendor. This is our final quality control check to ensure your equipment is ready to get to work for you.
3. We will secure your machine and all of its components for safe shipment so they arrive undamaged including any wrapping, pallet, and crating materials required.
4. Full payment is required prior to shipping of your equipment. Our team will assist with making shipping arrangements.
5. We will load the equipment onto the carrier/freight vehicle and carefully document the state of the machine and/or crate as it is leaving our facility. We will retain these records should you have any concerns or disputes with the shipping company regarding the condition of the machine at arrival to your facility.

BRS will also provide the following support items:

1. An onboarding welcome packet
2. Written technical guides for installation
3. Reasonable phone support to your installers to enable proper installation
4. Instructions and advisement for the procurement of applicable permissions relating to process water, limited to a maximum of 40 hours of support, and billed at \$125.00/hour thereafter. Over the past 15 years, 95% of our customers have been able to get what they need within the 40-hour allotment of our time.
5. Basic phone startup and virtual training, and any additional training purchased as detailed on the quote
6. An Operation and Maintenance Manual
7. Warranty as detailed on the quote
8. A support package that we have developed to get our customers through their first year of operation.
 - a. Standard tech support package of 10 hours of troubleshooting support and 2 hours of level 2 Engineering support, and 10% discount on any additional support if any of those hours are exceeded within the first year.
 - b. We also include two after-hours phone calls free of charge.

What You Will Provide

Under this Agreement, you will provide the following:

1. To place your order, you will provide a 50% down payment. Receipt of your down payment places your order in our production queue.
2. You will have an opportunity to finalize optional features when your machine is approximately a month out from completion.
3. You will provide BRS with all the necessary information they need to perform the agreed upon services in a timely fashion. If not, it may result in dissatisfaction, delays, and/or unfulfilled terms.
4. Equipment will not ship until the invoice has been paid in full.
5. Transport and receiving shall be carried out by qualified and/or licensed and insured transportation providers, machinery movers, and/or rigging company. If you opt to transport the equipment yourself, you are responsible for any rigging and associated insurance policies.
6. If the equipment ships as agreed upon and you are not ready to receive the equipment, any additional delivery or storage fees are your responsibility.
7. Receiving and installation of the equipment are your responsibility and shall be carried out by qualified and/or licensed machinery movers, riggers, plumbers, electricians, and/or contractors.
8. It is the receiver's responsibility to understand that accepting delivery of the equipment/crate from the freight company should be documented through photographs and/or video. The receiver should inspect the condition of the crate/equipment and if applicable document in writing on the driver's paperwork any damage or concerns with the freight company. The receiver may also refuse delivery of the equipment if it is obvious the equipment has been damaged or mishandled. Do not accept the delivery or sign any

paperwork without reading the driver's notes if you suspect the equipment and/or crate has been damaged, altered, etc.

9. Internet connection to the machine is a required utility. This is a secure connection to provide remote diagnostics and keep your machine updated with the latest features.

Payment Terms

1. Pricing is detailed on the attached quotation. Payment terms are as follows:
 - a. Payment :1: 50% of base system price due as down payment. This is a non-refundable down payment.
 - b. Payment 2: Remaining balance is due in full upon completion.
2. If you fail to provide critical information in a timely manner to allow BRS to complete fabrication of the equipment, final payment is due no later than 6 months after down payment of the equipment.

Storage Fees

1. It is your responsibility to take possession of the piece of equipment that you ordered. There is no storage space more expensive than our manufacturing floor space. We simply cannot store your piece of equipment.
 - a. When your machine is completed and ready to ship, we will store your equipment free of charge for 30 days. If we have to arrange storage of the equipment, we will charge for our time and fees to do so. Current storage fees are \$500 per month. After 90 days we will have to move the machine to an off-site storage facility and those storage fees will increase to \$1,000 per month to cover that building, transportation, and insurance of the building and its contents.
 - b. If you fail to provide critical information in a timely manner to allow BRS to complete fabrication of the equipment causing delays exceeding 12 months from time of order, we will have to assess a storage fee for the vessel.

Proprietary Information

During the course of this project you and your employees will have access to various trade secrets, inventions, processes, information, analyses, data, records and products owned by BRS. All records, documents, files, specifications, information, letters, and similar items relating to this project shall remain the exclusive property of BRS. You shall not share any copies of the aforementioned without prior written permission.

Materials Warranty

For a period of one year from date of delivery to the buyer site, BIO-RESPONSE warrants that the Products it manufactures will be free from defects in material and workmanship and when properly used, will perform in accordance with BIO-RESPONSE's applicable published specifications which may change from time to time. If a Part is found not to meet this standard, it will be repaired or, at the option of BIO-RESPONSE, replaced. The warranty does not include labor unless specifically agreed by BIO-RESPONSE. Warranty is materials replacement only. BIO-RESPONSE may agree to

provide reimbursement for on-site labor, or send a factory technician to the customer site in certain situations, but this is totally at the discretion of BIO-RESPONSE and is not part of the standard materials warranty.

STANDARD TERMS AND CONDITIONS OF SALE

The Standard Terms and Conditions of Sale (the “**Terms**”) outlined herein shall apply to and govern the sale by Bio-Response Solutions, Inc. (the “**Corporation**”) of products to the individual(s) or entity(s) requesting the Corporation to provide such products (the “**Customer**”, together with the Corporation, referred to individually as a “**Party**” or collectively as the “**Parties**”). In the event of inconsistency between these Terms and any other document(s), unless otherwise agreed in writing signed by the Corporation, these Terms shall govern all sales by Corporation of products to Customer.

- 1. Acceptance.** Each purchase order (“**Order**”) constitutes the Corporation’s offer to the Customer to sell the products identified therein (the “**Goods**”). The Order shall be the complete and exclusive statement of each offer and agreement. The issuance by Customer of a signature to the Order, payment of any portion of the purchase price provided therein, or Customer’s acceptance of the Goods, constitutes an acceptance of the Order and these Terms.
- 2. Prices.** Prices are proposed in U.S. Dollars. The Corporation shall issue a written invoice (“**Invoice**”) to Customer for the total cost of the Goods. Prices quoted for the Goods shall not include: (a) shipping, handling, transportation, storage, or packaging expenses; (b) federal, state, local, sales, excise or other taxes assessed on the sale of any Goods; or (c) any import, export, or customs duties or expenses of any kind and shall be the responsibility of the Customer, unless otherwise negotiated in the contract.
- 3. Payment.** Customer agrees to pay a fifty percent (50%) down payment on the total purchase price listed on the Invoice as required by Corporation. The Corporation will only begin production of the Goods upon collection of the down payment. Payment for the Goods shall be tendered on the terms indicated on the Invoice. In the event Customer disputes any of the invoiced amounts, it shall within fifteen (15) days from receipt of Invoice, provide written notice and explanation of such disputes to Corporation. After fifteen (15) days from receipt of each Invoice, Customer shall be deemed to accept the invoiced amounts as complete and accurate. Customer agrees to pay all undisputed amounts to Corporation net thirty (30) days from the date of Invoice. Payment shall be made by ACH Transfer, check, or wire transfer only. All Invoices shall include ACH Instructions or Bank Wiring Information. No Goods will be sold on consignment or conditional sales basis. Payment for the Goods delivered hereunder will constitute acceptance thereof.

Payment made to Bio-Response towards an invoice constitutes acceptance of Bio-Response Terms and Conditions with or without signature of this document.

- 4. Order Acknowledgment.** All orders will be acknowledged promptly by Corporation (each an “**Order Acknowledgement**”), acknowledging collection of the down payment and other pertinent information related to the Goods. Customer has the obligation to examine the Order Acknowledgment carefully and notify Corporation within two (2) days of any discrepancies.

Customer's failure to examine the Order Acknowledgement and provide written notice to Corporation of the particular discrepancy within two (2) days shall be deemed an acceptance by Customer of the terms thereof and shall relieve Corporation from any liability related thereto. Acknowledged shipping dates are contingent upon the force majeure conditions contained in these Terms.

5. **Delivery.** Shipping of the Goods shall not be arranged until Corporation receives payment in full for the Goods. Once the Corporation has received payment in full, the Corporation shall contact Customer to determine shipping arrangements. The Corporation shall perform a full factory test on the Goods prior to shipping and notify Customer of the shipping date two (2) weeks prior to shipment. Customer agrees that the risk of loss for the Goods shall pass from the Corporation to Customer upon shipment from Corporation's location or delivery of the Goods to the courier designated by Customer. All costs for transportation shall be borne by Customer. Customer shall have thirty (30) days from the receipt of any Goods delivered hereunder to provide written notice to Corporation reporting any product defect or variation from the specifications agreed in the Invoice, Order Acknowledgement, or other signed writing, whichever is dated last. Customer's failure to inspect the product and provide written notice to Corporation of the particular defect or variation within the thirty (30) day period shall be deemed an acceptance by Customer and shall relieve Corporation from any liability related thereto. Notwithstanding the foregoing, Corporation may, in its sole discretion, ship any or all of the Goods prior to the anticipated or agreed shipping date. If the Customer is not ready to receive the equipment at the time the Goods are ready to be shipped, the Corporation shall store the Goods for thirty (30) days without charge. Any storage of equipment longer than thirty (30) days will need to be negotiated with the Corporation.
6. **Specifications.** Customer shall provide the Corporation with the necessary electrical specifications and final option selection of the Goods in a timely manner when requested by the Corporation. Failure to timely provide the Corporation with the necessary specifications will delay production and shipping of the Goods. Corporation reserves the right, without prior approval or notice to Customer, to make changes in the specifications of the Goods.
7. **Installation.** Installation of the Goods is the sole responsibility of Customer and shall be carried out by properly qualified and/or licensed machinery movers, riggers, plumbers, electricians, and/or contractors. Corporation will provide technical specifications, standard written technical guides, and reasonable phone support to the Customer's installers to enable proper installation.
8. **Disclaimer of Warranties.** Corporation warrants that the Goods and its obligations hereunder shall be carried out in a professional, workmanlike manner, and in compliance with the plans, specifications, prints, designs and samples supplied by Customer and agreed upon by Corporation. Unless as specifically set forth in these Terms, THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESSED OR IMPLIED WARRANTIES. CORPORATION EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY WAIVES ANY OTHER EXPRESS OR IMPLIED WARRANTY, MARKETABILITY OF THE GOODS, OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE.

9. **Internet Connectivity.** Customer must obtain and maintain internet connection for safety updates and support of the Goods. The Corporation may deny tender of the Goods if the Customer does not have internet connection.
10. **Export.** Regardless of any disclosure by Customer to Corporation of an ultimate destination of the Goods, Customer warrants that it will not export, either directly or indirectly, any Goods without first obtaining any and all necessary approvals from the United States Department of Commerce or any other agency or department of the United States Government as required.
11. **End Use.** Determination of the suitability of the Goods purchased by Customer for a particular use is the sole responsibility of Customer, and Corporation shall assume no responsibility therefor. There will be no refund given by Corporation for returned items that are within the specifications provided by the Customer.
12. **Indemnification.** Customer agrees to defend and indemnify Corporation and its respective officers, directors, employees and agents from and against all claims, actions, damages, losses, third party claims, and/or expenses (including without limitation, reasonable attorneys' fees and costs of litigation), arising from or related to the Goods or work performed by Corporation, its employees, agents, and/or subcontractors, specifically including, but not limited to claims, suits, actions, damages, losses, and/or expenses that include allegations of contributory or sole negligence, strict liability, intellectual property infringement due to Customer's designs or specifications, or other wrongdoing of Corporation, its employees, agents, and/or subcontractors.
13. **Limitation of Liability.** Corporation shall not under any circumstances be liable to Customer or any third party for special, indirect, incidental, punitive or consequential damages, including, without limitation, loss of profits or revenues, losses caused by business interruption, loss or damage to other property or equipment, cost of capital or of purchased or replacement Goods, or expense, delay or inconvenience caused by or arising from the purchase, sale, use, repair or inability to use the Goods or by any performance or non-performance under, or breach of, these Terms. Corporation's sole liability for any defective Goods shall be its repair or its replacement pursuant to the express warranties set forth above, or if amended, as applicable at the time of manufacture, or repair of the Goods. Any action resulting from any breach on the part of Corporation as to the Goods delivered hereunder must be commenced within one (1) year after the earlier of (a) the alleged wrongdoing, or (b) Customer receipt of the Goods complained of.
14. **Attorneys' Fees.** Customer shall be responsible for and shall pay all expenses and costs in connection with the enforcement by Corporation of these Terms and the costs of collection including, but not limited to, fees of any collection agencies to whom Customer's account may be referred and reasonable attorneys' fees.
15. **Cancellation.** All requests for cancellation must be made in writing to Corporation and may be accepted or denied in the Corporation's sole discretion. If Customer's request for cancellation is accepted, costs for Material, Work holding, Tooling and/or labor charges incurred by Corporation in the process of fulfilling the order until such date of cancellation

shall be paid to Corporation by the Customer. If cancellation is accepted, Customer agrees to forfeit any payments already paid for the Goods, unless otherwise agreed upon in writing with the Corporation.

- 16. Amendment; Assignment.** These Terms and the Invoice may not be amended or modified in any way unless in a writing signed by the Corporation. The Goods provided by Corporation are provided for the sole benefit of Customer, and are not for the benefit of any third parties, including the customers of Customer. Neither the Invoice nor any interest, right, or liability therefore may be assigned by Customer except with the prior written consent of Corporation.
- 17. Order Changes.** All requests for changes to an order must be made in writing and are subject to Corporation's approval, which may be withheld in its sole discretion. If accepted, additional administrative and/or labor charges may be incurred by Customer depending upon the production stage of the order. Any changes will be treated as a change order or a new order, in the sole discretion of Corporation.
- 18. Remedies.** The remedies herein reserved shall be cumulative, and in addition to any and all other remedies provided in law or equity. No waiver by Corporation of the terms provided in these Terms or a breach thereof shall constitute waiver of any other breach of such provision or any other provision hereof.
- 19. Insolvency.** Corporation may forthwith cancel any order in the event of the happening of any of the following or any other comparable event of Customer: insolvency, the filing of a voluntary petition in bankruptcy, the filing of any involuntary petition to have Customer declared bankrupt provided it is not vacated within thirty (30) days from the date of filing, the appointment of a receiver or trustee for Customer provided such appointment is not vacated within thirty (30) days from the date of such appointment, or the execution by Customer of any assignment for the benefit of creditors.
- 20. Governing Law.** All disputes between the Parties, whether or not arising out of these Terms, will be governed by the laws of the State of Indiana. Customer agrees to submit to the jurisdiction of and agrees all lawsuits relating to any dispute between Customer and Corporation will be brought only in the courts located in Hendricks County, Indiana. CUSTOMER HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS AND ALL OTHER DISPUTES BETWEEN THE PARTIES.
- 21. Integration.** These Terms, along with any order for Goods, Invoice, Order Acknowledgment, and Purchase Order (and any exhibits, addenda or amendments thereto) of which may be a part, constitutes the sole and complete agreement between Corporation and Customer with respect to the purchase of the Goods.
- 22. Waiver.** No waiver of any of the provisions of these Terms shall be deemed, or will constitute, a waiver of any other provision of these Terms, whether or not similar, nor will any waiver constitute a continuing waiver.

23. Service and Replacement Parts. Unless otherwise expressly stated in writing, Corporation shall have no obligation or liability to Customer for service or replacement parts.

24. Force Majeure. Corporation shall not be liable for any failure to fulfill its obligations or delays in the production or delivery of the Goods, if such failure, delay, or inability is due to causes beyond Corporation's reasonable control, including but not limited to events of natural disasters, acts of God, strikes, lockouts, labor troubles, inability to procure materials, casualties, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of terrorism, pandemics, war, or other force majeure of a like nature. For clarity, if a failure to fulfill Corporation's obligations or delay in production or delivery are caused by Corporation's suppliers, supply chain relationships, or another third party, the same shall be considered a force majeure event, and Customer's sole recourse for damages related thereto shall be against such party. In such events the Corporation shall be excused for the period of the delay to Corporation's performance and the period for the performance shall be extended for a period equivalent to the period of such delay.

25. Confidentiality. Customer agrees these Terms between Corporation and Customer, and the terms and conditions of all documents referenced herein are strictly confidential.

Payment made towards a quote or invoice is binding in the absence of a signature.