Marlin Technologies Inc. (“Marlin”)

Terms and Conditions of Sale

1. **TERM OF SALES** – The products specified on the Order Acknowledgement (“Products”) are sold in accordance with the following terms and conditions. Marlin’s acceptance of any purchase or other order from a customer (“Customer”) is subject to the Customer’s agreement to all terms set forth herein notwithstanding any contrary terms specified on the Customer’s order. No modifications of these terms shall be binding upon Marlin unless specifically agreed to by Marlin in writing. If Customer’s order or other written materials contain terms contrary to or in addition to these terms, Marlin objects to and rejects any additional, different or varying terms proposed by Customer, and Marlin’s acceptance of Customer’s purchase orders shall not be construed as Marlin’s agreement to such contrary additional terms or constitute a waiver of any of the terms set forth herein.

2. **QUOTATIONS** – Written quotations are valid for 30 days from date of quotation unless terminated sooner by notice.

3. **PRICE** – Unless otherwise specified by Marlin in writing, all prices, quotations, shipments and deliveries are F.O.B. Marlin’s facility in Horicon, Wisconsin. All prices, together with any related extras or deductions are subject to change without notice and all orders are accepted subject to Marlin’s price in effect at the time of shipment. All charges or fees imposed upon the production, sale, shipment or delivery of the Products (including, without limitation, bank fees or handling fees), which were not reasonably foreseen by Marlin, shall be added to the invoice and paid by Customer. The prices listed are exclusive of any tariffs, duties, or other charges imposed by governmental authorities. The Company reserves the right to adjust prices to reflect any such tariffs, duties, or charges that may be applicable at the time of delivery. To the best of our ability, Customers will be notified of any additional charges prior to shipment, and these charges will be added to the final invoice.

   Customers who purchase our Bluetooth-capable products are required to pay an annual subscription fee to cover maintenance and support services. The subscription fee is due each year on the anniversary of the initial purchase. Failure to pay the annual subscription fee will result in the suspension of app access until the fee is paid. The Company reserves the right to disable app functionality if the subscription fee is not received within the specified period.

4. **PAYMENT AND CREDIT** – Terms of payment are net within 30 days from date of invoice. Payment due date, net of any discount, shall be based on the date of Marlin’s invoice. Discounts, if any, shall be specified on such invoice and apply only to that invoice. Marlin shall have the continuing right to approve or disapprove of Customer’s credit and may at any time demand advance payment, security or a guaranty of payment. At Marlin’s option, interest may be charged on past due amounts up to the maximum lawful contract interest rate. In event of default by Customer, Customer shall be responsible for Marlin’s costs of collection including, but not limited to attorney’s fees. International orders will be subject to additional bank and handling charges.

5. **TITLE AND DELIVERY** – Title and risk of loss to all Products will pass to the Customer on delivery to a common carrier at Marlin’s facility in Horicon, Wisconsin.

6. **DELIVERY OF GOODS** – Delivery shall be specified in our Order Acknowledgement. Marlin will use reasonable efforts to meet any delivery date specified but does not guarantee to meet such date. Marlin shall not be liable for any delay in delivery or impairment of performance caused by events not within the control of Marlin, including, but not limited to, delivery of Products by Marlin’s suppliers, and/or the breakdown or malfunction of Marlin’s equipment or machinery necessary to fill any orders hereunder.

7. **RETURNS** – No Products may be returned to Marlin without its prior, written authorization. Returned Products must be of current manufacture, unused, in resalable condition, and securely packed to reach Marlin without damage. Products that have been altered or modified by the Customer in any way are not subject to return. All Products returned to Marlin shall be subject to a 30% restocking charge plus the costs of freight, packaging, insurance, tariffs, duties, or other charges imposed by governmental authorities.

8. **CANCELLATION AND ORDER CHANGES** – Orders accepted by Marlin may not be canceled or modified by the Customer without Marlin’s prior written consent. If cancellation is approved, Customer shall be liable for: the full invoice price of goods completed or in production, costs incurred for materials, labor, and overhead allocated to the order, any restocking fees applicable to standard products (e.g., 30%), additional charges for custom or non-standard products, which may be

non-cancelable and non-returnable. Marlin reserves the right to cancel any order in the event of: Customer insolvency or bankruptcy, failure to make timely payments, force majeure events that prevent fulfillment.

9. **WARRANTY** – Marlin warrants to Customer that its products will be free from material defects in workmanship and materials under normal use and service and conform to Customer's written specifications accepted by Marlin, if any, for a period of two years from the date of manufacture (the "Warranty Period"). There is NO WARRANTY in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Marlin's instructions or improper installation, storage or maintenance. Unauthorized modifications of the equipment or using non-Marlin supplied parts shall void the warranty.

   Marlin's sole and exclusive obligation under this warranty (and Customer's sole and exclusive remedy) shall, upon prompt written notice by Customer during the Warranty Period of any breach, be, at Marlin's option, either repair or replace without charge, F.O.B. Marlin's facility, any product or part thereof found by Marlin in its reasonable judgment to be covered by this warranty. Any assistance Marlin provides to, or procures for, Customer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty. Marlin will not reimburse Customer for any expenses incurred by Customer in repairing or replacing any Products, except for those incurred with the prior written permission of an authorized representative of Marlin.

   This limited warranty shall not apply to component parts of the products which Marlin did not manufacture. The warranty provided by the manufacturers of such parts shall apply to them and Customer must make any claim for breach of such warranty to the manufacturer of the defective or nonconforming component part.

   MARLIN AND CUSTOMER AGREE THAT THE EXPRESS WARRANTIES IN THE PRECEDING SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE). MARLIN HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES.

10. **LIMITATIONS OF DAMAGES** – IN NO EVENT SHALL MARLIN BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, OR FOR LOST PROFITS OR REVENUES DIRECTLY OR INDIRECTLY INCURRED, EVEN IF MARLIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MARLIN'S AGGREGATE LIABILITY WITH RESPECT TO A PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE MONIES PAID TO MARLIN FOR THAT PRODUCT. These limitations apply notwithstanding any failure of the essential purpose of the above limited remedy.

11. **INDEMNITY** – To fullest extent consistent with applicable law, Customer shall defend, indemnify, and hold harmless Marlin, its shareholders, directors, officers, employees, agents, successors, assigns, affiliates and suppliers, from and against all claims, liability, liens, loss and damage, including, without limitation, costs, expenses, and attorneys' fees, arising out of or relating to this order or the Products furnished hereunder, except to the extent such liability, loss or damage is due solely and directly to Marlin's negligence. Customer further agrees to defend, indemnify, and hold harmless Marlin, its shareholders, directors, officers, employees, agents, successors, assigns, affiliates and suppliers, from and against all claims, liability, liens, loss and damage, including, without limitation, costs, expenses, and attorneys' fees, arising out of or relating to any claim of patent or copyright infringement of, or in any way related to, the Products Marlin is furnishing hereunder or the use thereof.

12. **ENGINEERING DATA** – All engineering data, design information and engineering and shop drawings used in the completion of this order are and shall remain Marlin's property. Customer shall not copy, reproduce, distribute, publish or communicate to any third party such data without the prior, written permission of a properly authorized representative of Marlin.

13. **FORCE MAJEURE** – Marlin will not be responsible for any delay or impairment of performance resulting in whole or in part from war (declared or undeclared), strike, difference with workmen, accident, fire, the elements, Acts of God, flood, riots, government acts or embargoes, government regulations, inadequate or interrupted transportation or other causes (not limited to those listed here) that are beyond our control.

14. **TAXES** – Any taxes which Marlin may be required to pay or collect through assessment or otherwise, under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any Products or services provided to Customer including taxes upon or measured by receipts from sales or services, but specifically excluding taxes upon or measured by net income shall be the account of Marlin and shall be added to the price

of such Products and services. Customer shall pay promptly the amount thereof to Marlin but may in lieu of such payment furnish to Marlin evidence of the issuance of a tax exemption certificate acceptable to the appropriate taxing authorities.

15. **GOVERNING LAW** – All orders accepted shall be governed and interpreted in accordance with the laws of the state and county in which Marlin is headquartered; the State of Wisconsin. Marlin and Customer agree that the sole and exclusive forum for the resolution of any disputes arising hereunder shall be in the Dodge County Circuit Court.