

Standard Terms and Conditions of Trade

These Standard Terms and Conditions of Trade (this “**Agreement**”) are between Sentek USA, Inc. (“**Sentek**”) and the business entity or person identified on the applicable Order or Purchase Agreement (each as hereinafter defined) (“**Customer**”) and is incorporated into any such Order and any applicable written purchase agreement or terms of sale (e.g., Dealer Agreement, online terms of sale) between Sentek and Customer (the “**Purchase Agreement**”). Customer’s purchase and sale of any Sentek Products and any Galcon Products (each as defined in the Appendix attached hereto and collectively referred to herein as “**Products**”) pursuant to the Purchase Agreement or any (a) placement by Customer of an order seeking to purchase one or more Products available for sale (i) on any website owned or operated by Sentek or Galcon Bakarim Agricultural Cooperative Society Ltd. (“**Galcon**”) or (ii) on any third-party website, platform, marketplace, or other online service (e.g., Walmart, Amazon) (“**Third-Party Site**”); (b) order accepted by Sentek which Customer submitted by way of email, phone, or other form permitted by Sentek; or (c) other order form or similarly titled ordering document; in each case which references this Agreement (each an “**Order**”), is subject to this Agreement regardless of other terms or conditions in any purchase order, document, or other communication of Customer. Sentek objects to any such other terms, unless agreed to in an Order. This Agreement may only be modified in writing signed by authorized representatives of both Sentek and Customer.

1. ORDERS. Unless otherwise stated on the applicable quote from Sentek, Sentek quotes are offers and are subject to change or revocation at any time without notice. All Orders are subject to acceptance by Sentek, except for Third-Party Site Orders which are fulfilled by such third party and not Sentek. Orders between Customer and Sentek are formed upon Sentek's written acceptance, Electronic Data Interchange (hereinafter referred to as “**EDI**”) acknowledgment, or execution of Customer's proposed order, and are subject to this Agreement. Customer may not change, cancel or reschedule Orders for Products without Sentek's prior written consent. Sentek reserves the right to allocate the sale of Products among its customers.

2. PRICES. Unless otherwise stated on Sentek’s proposal, quote or invoice, or an Order through a Third-Party Site, prices are for Products only and do not include taxes, freight, duties, tariffs or any other charges or fees for additional services (hereinafter collectively referred to as “**Additional Fees**”). Unless otherwise stated on Sentek’s proposal, quote or invoice, or an Order through a Third-Party Site, Customer is responsible for any and all Additional Fees. Prices are subject to change due to manufacturers’ price increases, change in the applicable exchange rate or quoting errors.

3. TERMS OF PAYMENT. Unless otherwise expressly provided on an applicable Order, payment is due as stated on Sentek’s invoice or the applicable Third-Party Site Order without offset or any deduction for withholding taxes or any other reason. On any past due invoice where payment is due to Sentek and not a third party, Sentek may charge interest from the payment due date to the date of payment at eighteen percent (18%) percent per annum or the maximum amount allowed by applicable law, plus reasonable attorneys’ fees and collection costs. At any time, Sentek may change the terms of Customer's credit. Sentek may apply payments to any of Customer's accounts. If Customer defaults on any such payment, Sentek may reschedule or cancel any outstanding delivery or Order and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, Customer credits provided by Sentek will expire if unused within twelve (12) months from the applicable date such credits were granted.

4. DELIVERY. Except with respect to any Orders through a Third-Party Site which are to be fulfilled by a third party and not Sentek, unless otherwise stated by Sentek in writing, all Sentek deliveries are EXW Sentek's warehouse or, for drop shipments, EXW the applicable manufacturer's warehouse. Sentek's delivery dates are estimates only and are subject to Sentek's timely receipt of supplies. Sentek shall not be responsible or liable for any costs, losses or damages arising out of or related to: (i) any failure to deliver Products within the time prescribed therefor; (ii) delay in delivery; (iii) partial delivery; or (iv) early delivery. Unless otherwise expressly provided on an applicable Order: Customer shall accept Products notwithstanding delayed, partial or early delivery; and Customer may not cancel any other Orders based on delayed delivery of any part of any one Order.

5. TITLE. Title shall pass to Customer once Sentek receives payment in full. In case of an onwards sale, Customer assigns all rights in the related receivables to Sentek until Customer has made payment in full. Once the Products are

processed or combined with other items (hereinafter referred to as the “**Processed Product**”), Sentek’s retained title transfers to a share in the title in the Processed Product reflecting the value of the Products relative to the value of the Processed Product. This section does not apply to sales of services or to any Orders through a Third-Party Site which are to be fulfilled by a third party and not Sentek.

6. WARRANTY. If and to the extent required by applicable law, Sentek warrants that at the time of delivery, Products will conform to the specifications stated in its published data sheet for the applicable Products. Unless otherwise expressly provided in the applicable Product’s Product-specific warranty: (a) warranty claims shall be time-barred twelve (12) months from the time of delivery of the non-conforming Products; and (b) Customer’s sole and exclusive remedy, and Sentek’s sole and exclusive obligation, for Sentek’s breach of warranty is, at Sentek’s choice: (i) repair of the non-conforming Products; (ii) replacement of the non-conforming Products; or (iii) refund of Customer’s purchase price for the non-conforming Products. For the avoidance of doubt, if a warranty certificate exists for applicable Sentek Products or Galcon Products or if a warranty is described in the then-current user manual or documentation for any of applicable Sentek Products or Galcon Products, the terms of each such applicable warranty supersede and control the terms of the foregoing warranty with respect to such Sentek Products or Galcon Products, as applicable.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, SENTEK MAKES NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. UNLESS WARRANTED AS DESCRIBED IN THIS SECTION OR IN A PRODUCT’S WARRANTY CERTIFICATE OR THEN-CURRENT USER MANUAL OR DOCUMENTATION, PRODUCTS ARE PROVIDED “AS IS”.

7. PRODUCT RETURN.

(a) Customer may return Products to Sentek subject to the following:

- (i) Returns for Visual Defect: Sentek’s receipt of written notice of any damage to outer packaging, damage to Products, shortage of Products, or other discrepancy (“**Visual Defect**”) within three (3) business days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products;
- (ii) Returns for Products Warranty: Sentek’s receipt of written notice stating one of the specific Products’ defect within the warranty period;
- (iii) the defect notified under ‘(i)’ or ‘(ii)’ was caused solely by Sentek;
- (iv) the defect notified under ‘(i)’ or ‘(ii)’ is not damage, shortage, or other discrepancy created by Customer, a carrier, a freight provider or any third party;
- (v) Customer must return the Products to Sentek in compliance with instructions provided by Sentek; and
- (vi) Sentek’s assessment of returned Products and confirmation of their eligibility for return under this Section.

(b) Sentek may return Products not eligible for return under this Section to Customer on a freight collect basis, or hold such Products for Customer’s collection and account at Customer’s expense.

8. LIMITATION OF LIABILITY. In any action under or relating to this Agreement, whether based in contract, warranty, tort (including negligence) or any other legal theory, Sentek shall not be liable for any indirect, special, incidental, punitive or consequential damages, or loss of profits, loss of revenue, loss of data, loss of use, rework, repair, manufacturing expense, costs of product recall, injury to reputation or loss of customers even if Sentek has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy in

this Agreement. In no event shall Sentek's liability arising out of or in connection with this Agreement exceed the total amount paid to Sentek by Customer during the twelve (12) month period preceding the first event giving rise to such liability for the specific Products at issue. To the extent Sentek cannot lawfully disclaim any implied or statutory warranties, Customer's statutory warranty rights are not affected by this limitation of liability.

9. FORCES BEYOND SENTEK'S CONTROL. Sentek will not be in breach of this Agreement and will not be liable for failure to fulfill its obligations under this Agreement, if any such failure or delay is due to or arises out of any legal theory of force majeure, an act of nature, act or omission of Customer, act of a governmental authority, including laws, regulations, orders or decrees, operational disruptions, man-made or natural disaster, epidemic, pandemic, shortage of labor, energy, fuel, materials or Products, strike, labor action, criminal act, war, terrorism, civil unrest, delay in delivery or transportation, inability to obtain labor, materials or Products through regular sources, communication or power failures, Act of God, or any cause beyond Sentek's reasonable control.

10. USE OF PRODUCTS. Customer shall comply with the manufacturer's Products specifications. Products are not authorized for use in connection with human implantation, nuclear or other energy-generating facilities or any other application where Products failure could lead to loss of life or property damage. If Customer uses or sells the Products for use in such applications or fails to comply with the manufacturer's Products specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk. Customer shall indemnify, defend and hold Sentek harmless from any claims resulting from or arising out of: (i) Sentek's compliance with Customer's designs, specifications, or instructions; (ii) modification of any of the Products by a party other than Sentek; (iii) use of Products in combination with other products; or (iv) use of Products not authorized as described above

11. EXPORT CONTROL. Certain Products and related technology ("**Items**") sold by Sentek are subject to export control regulations of the United States and/or other countries, excluding boycott laws (hereinafter referred to as "**Export Laws**"). Customer shall comply with Export Laws and obtain any license, or permit or other approval required to transfer, export, re-export or import the Items. Customer acknowledges that related technology consists of "Technical Data" and "Technical Assistance". Technical Data may be in the form of blueprints, plans, diagrams, models, tables, engineering, design and specifications, manuals and instructions written or recorded on media or devices such as disk, tape, or read-only memories. Technical Assistance may be in the form of instructions, skills training, working knowledge, or consulting services. Customer shall not directly or indirectly export, re-export, or transfer (or cause to be exported, re-exported or transferred) any Items to any country, jurisdiction, individual, corporation, organization, or entity to which such export, re-export, or transfer is restricted or prohibited by Export Laws, including sanctions or embargoes administered by the United States Government or by any other applicable government authority.

12. ELECTRONIC ORDERS. If any part of the purchase and sale of Products, acknowledgment or demand forecast, uses EDI, Customer's internal portal, third party portal or any other electronic means ("**Electronic Purchase Order**"), this Agreement will continue to apply to the purchase and sale of Products between Customer and Sentek. Customer's acceptance of Sentek's acknowledgment request or Sentek's specification of details with respect to Electronic Purchase Orders via writing, email or other EDI is binding on Customer.

13. GENERAL.

(a) This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Arizona. The Arizona Federal District Court or the Maricopa County Superior Court in and for the State of Arizona shall have exclusive jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. Each party consents to the exercise by any such court of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. **THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.**

(b) Customer may not assign this Agreement or any right or obligation hereunder without Sentek's prior written consent. Sentek's affiliates may perform Sentek's obligations under this Agreement.

(c) If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law. The unenforceability or invalidity of any term or condition will not affect the remainder of the terms or conditions.

(d) Customer shall comply with all applicable laws, rules and regulations, including, but not limited to anticorruption laws such as U.S. Foreign Corrupt Practices Act and local implementation legislation of the OECD Anti-bribery Convention.

(e) Sentek shall have no liability for any representation or information that is not a part of this Agreement.

14. GOVERNMENT CONTRACTS. Sentek is a distributor of "Commercial Items" as defined in FAR 2.101. Sentek does not intend to sell Products to the U.S. Government or a higher-tier contractor that fails to meet the "commercial item" definition in FAR 2.101. Sentek specifically rejects the flow down of the requirements of the: (i) Trade Agreements Act, FAR 52.225-5 or DFARS 252.225-7021; and (ii) the Buy American Act, FAR 52.225-1 or DFARS 252.225-7001. Sentek cannot comply with any Preference for Domestic Specialty Metals regulation unless otherwise stated or promised in writing.

APPENDIX

Products. For purposes of this Agreement, “**Products**” means Sentek Products and Galcon Products (each as defined in the table below), collectively.

“ Sentek Products ” means the following Sentek products:	“ Galcon Products ” means the following products of Galcon:
▪ Diviner 2000™ ▪ EnviroSCAN™ ▪ Sentek™ Plus (including All-in-One and Compact) ▪ Sentek™ Multi ▪ TriSCAN™ ▪ Drill & Drop™ ▪ IrriMAX™ Software ▪ IrriMAX™ Live ▪ Sentek™ SOLO ▪ Sentek SoluSAMPLER™ ▪ Sentek Accessories	▪ Galcon 6000 Series ▪ Galcon 7000 Series ▪ Galcon 8000 Series ▪ Galcon 9000 Series ▪ Galcon 11000 Series ▪ Galcon GSI ▪ Galcon Galileo ▪ Galcon Valves ▪ Galcon Accessories