CASCON, Inc.

TERMS AND CONDITIONS OF SALE & SERVICE

Any offer to sell products or provide consulting and/or design services by Cascon, Inc. ("Cascon") as well as any acceptance by Cascon of an order from a buyer of Cascon's goods or services ("Purchaser") is expressly made conditional upon Purchaser's assent to these Terms and Conditions of Sale & Service. Purchaser placing an order for any product or services or payment of any invoice will be conclusive evidence of such assent. The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of Cascon or included in any Sales or Service Order Acknowledgement issued by Cascon, will constitute the entire agreement and understanding of Cascon and Purchaser. Cascon hereby objects to any term(s) or condition(s) set forth in any communication, printed or otherwise, from Purchaser to Cascon, or which otherwise would be deemed established by any course of dealing or custom in the trade, which are in any way different from, inconsistent with or in addition to the terms and conditions set forth herein. Such different, additional or inconsistent terms will not become a part of the contract between Cascon and Purchaser and will not be binding upon Cascon. To the extent that this document may constitute an offer, this offer expressly limits acceptance to the terms and conditions set forth herein. To the extent that this document may constitute an acceptance, this acceptance is expressly conditioned upon Purchaser's assent to the terms and conditions set forth herein. If Purchaser objects to any term or condition set forth herein, this objection must be in writing and received by Cascon at 65 Forest Falls Drive, Yarmouth Maine 04096 prior to our delivery or Cascon's performance of services. Failure by Cascon to object to terms contained in any communication from Purchaser will not be a waiver of the terms set forth herein. Purchaser shall not condition any acceptance of delivery upon the abrogation or modification of any of the terms and conditions set forth herein, and any such condition shall be null and void.

ACCEPTANCE OF ORDERS. Cascon will have the right to accept or reject any order, and to accept orders in part, in its sole discretion. Cascon will not be deemed to have accepted any order (or any portion thereof) for products and/or services from Purchaser until such order has been approved by Cascon in writing or such products are delivered by Cascon to the carrier for delivery to Purchaser and/or such services are performed.

TERMINATION. Without limiting any of Cascon's rights to terminate or cancel any orders set forth in the section "Remedies for Purchaser Default or Breach", Cascon may terminate any order for services, with or without cause, upon providing the Purchaser at least thirty (30) days prior written notice.

EFFECT OF TERMINATION BY PURCHASER (*For Services Only*). If Purchaser terminates any order without cause, then Purchaser shall be liable to Cascon for fees for all services performed through the date of termination.

PRICE/DELIVERY TERMS. All prices are subject to change without notice, and orders will be billed at prices prevailing at the time Cascon accepts Purchaser's written order. Prices do not include any tax or other government charge or assessment upon the services to be performed by Cascon hereunder or sale, shipment, production, or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon request) pay to Cascon, any such tax, charge, or assessment (other than any such tax on or measured by Cascon's income) at time of payment.

All Cascon products are made to order. Order cancellation may be subject to charges. Cascon may, at its sole discretion, permit total order quantity to be split into periodic shipments. Purchaser must take receipt of all such shipments within one year of the first shipment.

Unless otherwise stated on Cascon sales order acceptance or invoice, price and delivery terms for products are Incoterms®2020 EXW (Walpole NH USA or Yarmouth ME USA) with packaging and loading included. Transportation, insurance, and export costs are not included.

In the absence of specific shipping instructions, Cascon will ship according to its best judgment. Cascon will not assume the responsibility of any transportation charge. Cascon will use commercially reasonable efforts to meet delivery or performance schedules requested by Purchaser; provided, however, Cascon will not assume any liability, consequential or otherwise, resulting from failure to deliver products or perform services in accordance with indicated delivery or performance schedules.

PAYMENT. Unless otherwise agreed upon in writing or stated on Cascon's order acceptance or invoice, new customers are required to prepay in advance of shipment for any products and, for any services, in advance of Cascon's performance of the services.. Cascon may, at its discretion, extend net thirty (30) day payment terms from invoice date to established customers with reliable payment history. All overdue payments shall be subject to an interest charge calculated at the lower of eighteen percent per annum or the highest rate allowed by applicable law.

INSPECTION/ACCEPTANCE/RETURN. Purchaser must carefully examine and check all deliveries of product or other deliverables as they are received and is responsible for verifying contents against packing slips. Any alleged error, shortage, defect or nonconformity must be reported to Cascon within twenty (20) business days after receipt of the product. Failure by Purchaser to comply with above constitutes a waiver of any claim or right against Cascon arising hereunder or by law with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under Cascon's warranty. Credit will only be issued after a claimed shortage is verified by Cascon.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier.

Cascon will only accept returns for product that is shipped in error or deemed by Cascon to be defective. Purchaser will direct return requests to Cascon's Customer Service Department at 65 Forest Falls Drive, Yarmouth Maine 04096. All product returned must include a Cascon Return Authorization number and must be returned as instructed. Any package returned without a Cascon Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

Product returned with Cascon's authorization will be inspected and, if such inspection determines that the product is non-defective, Cascon may charge a reasonable restocking fee. Cascon will not assume responsibility for any additional handling of freight charges.

REPRESENTATIONS, WARRANTIES, AND COVENANTS. Purchaser represents, warrants and covenants that: (a) Purchaser is duly organized, validly existing, and in good standing under the laws of the state or country of Purchaser's origin; (b) Purchaser has all requisite power and authority to enter into this agreement and to carry out and perform its obligations under the terms of this agreement; (c) this document has been duly authorized, executed, and delivered by Purchaser and is a valid and binding obligation of Purchaser enforceable in accordance with its terms; (d) the execution, delivery, and performance of and compliance with this agreement does not and will not conflict with, or constitute a default under, or result in the creation of, any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of Purchaser, nor result in any violation of (i) any term of Purchaser's governing documents, (ii) in any material respect, any term or provision of any mortgage, indenture, contract, agreement, instrument, judgment or decree, or (iii) to the best of Purchaser's knowledge, any order, status, law, rule or regulation applicable to Purchaser, the violation of which would have a material adverse effect on Purchaser's business or properties; and (e) all information provided by Purchaser to Cascon to become an approved purchaser was and remains true and correct in all respects.

LIMITED WARRANTY FOR PRODUCTS. Cascon warrants that its product is free from defect in materials and workmanship at the time and place of delivery by Cascon. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF, AND CASCON HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranty claims must be made in writing to Cascon within 24 months from the date of product delivery. Purchaser's remedies for warranty claims timely made are subject to Cascon's confirmation that the subject products are defective and are exclusively limited to repair or replacement of, or credit for, any defective product (at Cascon's option) but such replacement or credit shall be made only if Purchaser follows the terms and conditions set forth herein concerning Inspection/Acceptance/Return.

Cascon's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of Cascon's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of Cascon.

With respect to any Cascon product that has been custom-designed for Purchaser, Purchaser will test one or more prototypes manufactured by Cascon for the purpose of validating that the product meets Purchaser's requirements. Purchaser's order for the product following its opportunity to test a prototype product will constitute Purchaser's confirmation that the product meets Purchaser's requirements and Purchaser will not thereafter make any claim based upon the design of the product.

LIMITED WARRANTY FOR SERVICES.

Cascon warrants that the services it performs shall be performed in a competent and workmanlike manner, in accordance with industry standards and, in any event, with no less than a reasonable standard of care. Cascon's warranty is made only to Purchaser. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF, AND CASCON HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranty claims must be made in writing to Cascon within thirty (30) days from the date of the completion of the applicable service. Cascon shall re-perform or cure any portion of such service that fails to satisfy the foregoing limited warranty. If Cascon determines that it is unable to re-perform or cure the service in a manner that complies with the foregoing limited warranty, then Cascon may, at its sole discretion, refund Purchaser the fees paid by Purchaser to Cascon for the portion of the service which failed to meet the limited warranty. THE FOREGOING REMEDIES OF RE-PERFORMANCE, CURE, OR DISCRETIONARY REFUND SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY BY CASCON UNDER THIS AGREEMENT RELATED TO SERVICES.

LIMITATION OF LIABILITY; INDEMNIFICATION. CASCON ASSUMES NO LIABILITY OF ANY KIND WHATSOEVER EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS. IN NO EVENT WILL CASCON BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser hereby agrees to indemnify, defend and hold harmless Cascon, its officers, directors, employees and agents, from and against any claims (including damages, losses and liability associated therewith, expenses of defending the claim and reasonable attorneys' fees) by any third party, which claim results from, arises out of, or is in any way connected to (a) any breach by Purchaser or any warranty, representation, or agreement contained herein, (b) the performance of Purchaser's rights, duties and obligations herein, including without limitation operation of Purchaser's retail location and/or web site, (c) the acts, omissions or negligence of Purchaser, (d) violation by Purchaser of the intellectual property rights of any person or entity, or (e) any injury (including death and violation of rights of privacy) to persons or damages to property caused directly or indirectly by the negligence or acts or omissions of Purchaser.

TITLE AND RISK OF LOSS . *Title to all products will pass to Purchaser when delivered by Cascon to the carrier.* Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP. In the event of a sale of, or a partial or total change of ownership in, Purchaser (collectively, a "Material Change"), Purchaser will immediately notify Cascon of the identity of its new owner(s) and such other information as Cascon shall reasonably request. Upon a Material Change, Cascon shall have the right in its discretion to cancel or terminate immediately, in whole or in part, all agreements with or obligations to Purchaser, including without limitation shipment of products or the performance of the Services.

BOOKS AND RECORDS. Purchaser will maintain true, correct and complete books and records relating to its activities under these Terms and Conditions of Sale, including without limitation, a list of customers and product sale details. Purchaser will preserve such books and records for at least three (3) years and will permit Cascon to inspect and copy such books and records upon request.

INTELLECTUAL PROPERTY. Cascon possesses extensive proprietary know-how and other intellectual property ("Cascon IP") related to the design and manufacture of pumps and associated products that it has attained over many decades of operation. Cascon employs this knowledge in the provision of any design and consulting services performed for its customers, and for the design, development and manufacture of custom products tailored to specific customer requirements. Cascon IP arising from any and all work completed by Cascon on behalf of the Purchaser remains the property of Cascon. Purchaser rights to such Cascon IP are limited to a perpetual, irrevocable, fully paid-up license to contract Data Deliverables which shall be clearly described in proposals and quotations submitted by Cascon to the Purchaser and which shall be clearly identified as Data Deliverables when transmitted to the Purchaser. Cascon may require a Non-Recurring Engineering (NRE) fee to translate Purchaser requirements into the engineering, drawings, procedures, manufacturing methods, routings, and etc., necessary to support manufacture and delivery of a physical product. Any such NRE fee will be clearly identified in Cascon's proposals and quotations. Cascon requiring an NRE fee does not imply the transfer of rights to any Cascon IP. Unless identified as a Data Deliverable, information regarding the design, including internal arrangement, simulations, geometry, analysis or other information that may be shared within a report, presentation, or in the normal course of developing and launching a product are intended only to provide the Purchaser with visibility into the soundness of the design and remain the intellectual property of Cascon and may not be reproduced without written permission from Cascon. Cascon shall not supply any custom designed product to any person other than the Purchaser for whom it was designed without written permission from that Purchaser provided that the Purchaser continues to purchase the custom designed product from Cascon. Purchaser shall not, directly or indirectly, use contract Data Deliverables or physical products delivered to the Customer for the purposes of reverse engineering Cascon's design of that product.

CASCON TRADEMARKS. Purchaser will have no right to use any of CASCON's trademarks, trade names or service marks, including but not limited to the name and mark "CASCON," (collectively, the "Marks") except solely and directly in connection with providing the Cascon products to Purchaser's customers. Purchaser shall use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by Cascon in accordance with customary trademark practices and shall not use any other trademark or service mark in combination with the Marks without prior written approval of Cascon. Purchaser shall use the Marks in good taste, consistent with the product lines, and shall refrain from using the Marks in any manner that would bring the Marks or Cascon into disrepute. Cascon expressly reserves the right to prohibit, restrict, or condition further in any manner, the use by Purchaser of any of the Marks. Purchaser's permitted use of the Marks shall inure to the benefit of Cascon. Purchaser will immediately notify Cascon if Purchaser learns of any actual or potential infringement or improper use of the Marks by any third party. Cascon will in its discretion determine what, if any, action is to be taken under such circumstances. Purchaser will provide Cascon with reasonable assistance if requested to do so by Cascon and will take no action of its own without the prior written consent of Cascon.

MODIFICATIONS AND CANCELLATIONS. These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of Cascon. Cascon may treat any attempted modification, termination, or repudiation by Purchaser to which it does not assent in writing, as a breach of these Terms and Conditions of Sale. Purchaser may not modify or cancel orders once submitted.

REMEDIES FOR PURCHASER DEFAULT OR BREACH. Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, Cascon may immediately cancel or terminate any and all agreements with or obligations to Purchaser relating to sales of product or the performance of services, in whole or in part, which may result in non-shipment or cancellation of Purchaser's pending or future order(s) and/or termination of Purchaser's relationship with Cascon and to recover from Purchaser all of Cascon's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. In addition, Purchaser acknowledges and agrees that its breach of any provision of this document may result in immediate and irreparable damage to Cascon in which event Cascon shall be entitled to equitable relief by way of temporary, preliminary and permanent injunctions, and such other and further relief as any court of competent jurisdiction may deem just and proper. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except

as expressly excluded under the section "Limitation of Liability." The exercise or failure to exercise any remedy by Cascon will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

CONFIDENTIAL INFORMATION. Purchaser acknowledges that it may be entrusted with confidential information of Cascon, including without limitation, information relating to the business, operations, customers, pricing or underlying technology of Cascon. Purchaser shall take all commercially reasonable care to avoid disclosure or unauthorized use of the confidential information to any other person or entity. Purchaser shall not use the confidential information for purposes other than those necessary to further the purposes of this document. Purchaser shall not disclose the confidential information to third persons or outside parties without the prior written consent of Cascon. If Purchaser is required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity of competent jurisdiction to disclose confidential information in its possession, custody or control, Purchaser shall: (a) give at least thirty (30) days prior written notice of such disclosure to Cascon; (b) use its best efforts to limit such disclosure; and (c) make such disclosure only to the extent so required. Purchaser's obligations hereunder with respect to confidential information shall survive indefinitely.

INDEPENDENT CONTRACTOR. Nothing in these Terms and Conditions of Sale & Service is intended to nor will be construed as creating any joint venture, partnership, or employer-employee relationship between Cascon and Purchaser. If Cascon is providing services to Purchaser, then (i) Cascon will have the exclusive right and obligation to control the means and methods of performing any services; and (ii) Purchaser acknowledges and agrees that Cascon shall have the right to provide services like those performed for Purchaser for clients and customers other than Purchaser.

APPLICABLE LAW/LIMITATIONS. These Terms and Conditions of Sale, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of Maine, without regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims Cascon may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived. Purchaser hereby consents to the exclusive jurisdiction of the state and federal courts located in the State of Maine for resolution of all claims, differences and disputes that the parties may have regarding this document.

FORCE MAJEURE. If performance hereunder by Cascon, including without limitation shipment of products or performance of all or any part of the services, as applicable, is delayed or prevented by any cause or causes beyond Cascon's control, Cascon shall be entitled to delay shipment or otherwise suspend its duty to perform for as long as the circumstances amounting to force majeure continue. Force majeure circumstances shall include without limitation adverse weather conditions, industrial action, war, pandemic, fire, accidents, delay by supplier, difficulties in transport, breakdown in machinery or plant, shortage of materials or labor and other similar circumstances. In no event shall Cascon be liable for any cost, loss or damage arising out of delayed shipment or performance or other suspension of its duty to perform under this clause.

IMPORT AND EXPORT CONTROL. Purchaser warrants to Cascon that its purchase and intended use of the products is permitted under all applicable laws pertaining to import and export controls, including without limitation, U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) and U.S. Department of the Treasury Office of Foreign Asset Control (OFAC).

MISCELLANEOUS. Cascon will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of Cascon. No waiver by Cascon of any provision of these Terms and Conditions of Sale or of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion. The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition. Purchaser shall have no authority to, and shall not, bind Cascon to any obligations, except as may be expressly set forth herein, or as otherwise agreed to and approved in advance, in writing, by Cascon.