

STANDARD SALES TERMS AND CONDITIONS

For Standard Commercial Sales, Software Licensing, Parts, and Services

June 28, 2026

These Standard Sales Terms and Conditions ("Terms") apply to standard commercial sales, licenses, deliveries, installation, support, maintenance, spare parts, and other services supplied by LINEV Systems US, Inc. ("LINEV," "Seller," "we," "us," or "our") to the customer identified in the applicable Quote, order, or written transaction document ("Customer," "Buyer," or "you").

These Terms apply unless LINEV and Customer have entered into a separate written agreement signed by authorized representatives of both parties, or LINEV has expressly accepted different terms in writing for a specific transaction. Any different accepted terms apply only to that transaction and only to the extent of the specific conflict.

By submitting a Purchase Order, accepting a Quote, accepting delivery, making payment, downloading or using software, or receiving Products or Services, Customer agrees to these Terms unless a separate written agreement signed by both parties states otherwise.

1. DEFINITIONS

"Customer Data" means information, images, records, files, databases, logs, configurations, or other data owned or controlled by Customer or stored on Customer systems.

"Documentation" means LINEV written technical documentation, manuals, operating instructions, maintenance instructions, safety instructions, software guides, specifications, and other written materials applicable to Products or Services.

"Equipment" means equipment, systems, instruments, devices, machines, assemblies, hardware, components, parts, accessories, and other physical products sold by LINEV.

"Products" means Equipment, spare parts, components, accessories, software, firmware, licenses, subscriptions, documentation, or other items supplied, sold, or licensed by LINEV as stated in the applicable Quote or written agreement.

"Quote" means LINEV written quotation, proposal, pricing offer, or commercial offer for Products or Services.

"Purchase Order" or "PO" means Customer order document submitted to LINEV in response to a Quote.

"PO Acknowledgment" means LINEV written confirmation accepting a Purchase Order, in whole or in part, or other written order acceptance issued by LINEV.

"Services" means installation, implementation, configuration, commissioning, calibration, training, technical support, maintenance, repair, relocation, inspection, assessment, consulting, or other services provided by LINEV if expressly included in the applicable Quote or written agreement.

"Site" means the Customer location where Products are delivered, installed, operated, serviced, stored, connected, or used.

2. SCOPE, APPLICABILITY, AND CUSTOMER TERMS

These Terms apply to standard commercial transactions for Products and Services unless replaced or modified by a separate written agreement signed by authorized representatives of both parties.

Any terms contained in Customer's Purchase Order, order form, procurement portal, vendor onboarding document, payment portal, or other Customer document that are different from or additional to these Terms do not apply unless expressly accepted by LINEV in writing by an authorized representative.

LINEV's shipment of Products, performance of Services, acceptance of payment, account setup, portal registration, or failure to object to Customer terms does not constitute acceptance of Customer terms.

If the governing transaction documents conflict, the following order of precedence applies unless a separate signed agreement states otherwise: (a) a separate written agreement or amendment signed by both parties; (b) LINEV PO Acknowledgment or other written order acceptance; (c) LINEV Quote; (d) these Terms; and (e) Customer's Purchase Order, solely for administrative information such as PO number, bill-to address, ship-to address, quantity, requested delivery location, and internal accounting reference.

3. QUOTES, PURCHASE ORDERS, AND ORDER ACCEPTANCE

A Quote is valid only for the period stated in the Quote. If no period is stated, the Quote is valid for thirty (30) days from the date of issuance.

A Quote is not a binding obligation to supply Products or Services and may be withdrawn or revised before LINEV issues a PO Acknowledgment or other express written acceptance.

A Purchase Order submitted by Customer is an offer to purchase Products or Services on the terms stated in LINEV's Quote and these Terms. No order is binding on LINEV unless and until LINEV issues a PO Acknowledgment or otherwise expressly accepts the order in writing.

If Customer's Purchase Order differs from LINEV's Quote, LINEV may reject the Purchase Order, request a revised Purchase Order, or issue a PO Acknowledgment identifying the terms accepted by LINEV. Any Customer deviations not expressly accepted by LINEV in writing are void.

LINEV may correct clerical, typographical, pricing, technical, or administrative errors in a Quote, invoice, PO Acknowledgment, or other transaction document.

4. PRICES, TAXES, FREIGHT, AND EXPENSES

Prices are as stated in LINEV's Quote or PO Acknowledgment. Unless expressly stated otherwise in the Quote, Product prices are quoted on an ex-factory pricing basis and do not include freight, transportation, delivery, insurance, unloading, rigging, storage, installation, implementation, commissioning, permits, licenses, registrations, inspections, site preparation, electrical work, network cabling, construction, facility modifications, training, travel expenses, taxes, customs, duties, brokerage, tariffs, or third-party fees.

If LINEV agrees to arrange transportation, shipping, insurance, export/import assistance, or related logistics, such arrangement is made for Customer's convenience and shall be invoiced separately or as otherwise stated in the Quote. Such arrangement does not change the ex-factory pricing basis or the allocation of risk of loss unless LINEV expressly agrees otherwise in writing.

Customer is responsible for applicable sales, use, excise, value-added, customs, duties, tariffs, brokerage, import/export charges, assessments, and similar governmental charges related to the sale, delivery, license, or performance of Products or Services. If Customer claims tax-exempt status, Customer must provide a valid exemption certificate before invoicing.

LINEV may revise pricing, scheduling, or scope if Customer changes requirements, quantities, configuration, delivery requirements, Site conditions, installation requirements, integration requirements, compliance requirements, or other assumptions after the Quote.

5. PAYMENT, CREDIT, AND SUSPENSION FOR NON-PAYMENT

Payment terms are as stated in the Quote or PO Acknowledgment. If no payment terms are stated, LINEV may require payment in full before shipment, license activation, or service performance, or payment upon invoice, as determined by LINEV.

LINEV may require full or partial advance payment, milestone payments, credit approval, a letter of credit, or other payment assurance before accepting an order, beginning production, procuring materials, shipping Products, activating software, or performing Services.

Customer shall pay all invoices without setoff, deduction, withholding, or counterclaim. Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Customer shall reimburse LINEV for reasonable collection costs, including attorneys' fees, court costs, and collection agency fees.

If Customer fails to pay when due, LINEV may suspend production, procurement, shipment, delivery, license activation, installation, warranty service, support, maintenance, or any other performance until all overdue amounts are paid.

6. DELIVERY, SHIPPING, RISK OF LOSS, AND TITLE

Unless otherwise stated in the Quote or PO Acknowledgment, Products shall be made available for shipment from LINEV's facility, the manufacturer's facility, a warehouse, or another shipping point designated by LINEV.

Risk of loss or damage passes to Customer when Products are delivered to the carrier at the applicable shipping point, unless LINEV expressly agrees to a different risk-of-loss allocation in writing.

Delivery dates are estimates only. Delay in delivery does not entitle Customer to cancel an order, reject Products, withhold payment, or claim damages.

Customer shall inspect shipments promptly upon delivery and notify LINEV in writing of any visible shipping damage or shortage within five (5) business days. Failure to provide timely notice may waive Customer's claim for visible shipping damage or shortage.

Title to physical Products, excluding software, firmware, algorithms, documentation, technical materials, and intellectual property, passes to Customer only upon LINEV's receipt of payment in full.

7. SOFTWARE, LICENSES, AND INTELLECTUAL PROPERTY

Software, firmware, algorithms, documentation, technical materials, licenses, subscriptions, and intellectual property are licensed or provided for use only as expressly permitted and are not sold.

Customer receives only the limited right to use software, firmware, documentation, and related materials as necessary to operate the Products for Customer's internal purposes in accordance with Documentation and applicable transaction documents. No source code, ownership right, or intellectual property right is transferred unless expressly stated in a signed written agreement.

All intellectual property rights in Products, software, firmware, algorithms, designs, Documentation, technical data, drawings, know-how, processes, methods, service materials, and related materials remain the exclusive property of LINEV, its affiliates, suppliers, or licensors.

Customer shall not copy, modify, reverse engineer, decompile, disassemble, benchmark, sublicense, publish, disclose, or create derivative works from Products, software, firmware, Documentation, or LINEV materials. Customer shall not remove, obscure, cover, or alter LINEV branding, trademarks, labels, notices, serial numbers, safety markings, or source attribution.

8. INSTALLATION, SITE READINESS, AND CUSTOMER-CAUSED COSTS

Installation, implementation, configuration, commissioning, calibration, validation, testing, or training is included only if expressly stated in the Quote or a separate written agreement.

Customer is responsible for Site readiness, including adequate space and physical access; unloading and rigging access; electrical power and grounding; network connectivity and cabling; environmental controls; cleanliness; permits, licenses, registrations, inspections, and approvals; security clearance and escorts; safe working conditions; Customer personnel availability; and any construction, facility modifications, or third-party work required for installation or operation.

LINEV may delay installation, implementation, commissioning, calibration, or training if the Site is not ready, unsafe, inaccessible, contaminated, restricted, or non-compliant with LINEV requirements.

Additional costs caused by Site conditions, delays, return visits, waiting time, after-hours work, Customer-caused rescheduling, or Customer's failure to prepare the Site shall be billed to Customer at LINEV's then-current rates.

9. THIRD-PARTY INTEGRATION

Integration with third-party software, hardware, networks, databases, cloud services, customer systems, access systems, cameras, interfaces, data exchange tools, enterprise systems, or other third-party systems is not included unless expressly stated in the Quote.

LINEV does not guarantee that integration with third-party systems will be feasible, successful, continuous, compatible, secure, or error-free unless expressly agreed in writing.

If Customer requests LINEV to attempt integration, Customer shall pay for all integration-related services, whether or not the integration is ultimately successful, unless otherwise stated in the Quote.

Customer is responsible for third-party vendor cooperation, access credentials, interface documentation, cybersecurity approvals, testing environments, data access, network access, and any third-party costs.

10. ACCEPTANCE

Unless a different acceptance procedure is expressly stated in the Quote or another written agreement, Products shall be deemed accepted upon the earliest of: delivery, if installation is not included; completion of installation, implementation, commissioning, or configuration; operational readiness; license activation; Customer's first productive use; ten (10) days after delivery if installation is delayed by Customer; or ten (10) days after LINEV notifies Customer that the Products are ready for installation, activation, or use.

Customer may reject Products only by written notice identifying a material nonconformity with the Quote or Documentation.

Minor defects, punch-list items, cosmetic issues, Customer Site issues, Customer IT issues, third-party integration issues, or items that do not prevent substantial operation shall not delay acceptance.

Acceptance shall not be delayed due to Customer's failure to provide Site readiness, permits, third-party cooperation, network access, credentials, trained personnel, or other Customer obligations.

11. CHANGES, CANCELLATION, AND RESCHEDULING

Any change in scope, specifications, quantities, configuration, delivery location, installation requirements, implementation requirements, integration requirements, schedule, Site conditions, or Customer requirements may require a revised Quote or change order.

Customer may not cancel an accepted order without LINEV's written consent. If LINEV agrees to cancellation, Customer shall pay all costs incurred by LINEV, including engineering, configuration, production, procurement, licensing, restocking, storage, shipping, labor, supplier commitments, and other non-recoverable costs.

For custom, configured, special-order, made-to-order, modified, licensed, activated, or customer-specific Products, Customer shall be responsible for the full contract price or all costs incurred by LINEV, as determined by LINEV.

LINEV may charge a restocking fee of up to twenty percent (20%) of the order value for canceled or returned Products, in addition to any non-recoverable costs. Rescheduling installation, implementation, training, or service may result in additional charges, including travel cancellation costs, non-refundable expenses, and technician time.

12. WARRANTY

Product warranty is governed by LINEV's separate Warranty Terms unless otherwise expressly stated in the Quote, warranty schedule, written agreement, or other transaction-specific written document accepted by LINEV.

Warranty does not include preventive maintenance, extended support, all-inclusive service, guaranteed response times, guaranteed repair times, uptime commitments, travel coverage, after-hours service, recurring maintenance visits, calibration programs, certification services, spare parts programs, software upgrades, data migration, or other operational support unless expressly purchased or included in the Quote.

Warranty coverage may be denied for defects or failures caused by misuse, accident, abnormal operating conditions, failure to follow Documentation or safety instructions, unauthorized repair, unauthorized modification, improper installation by others, Customer Site conditions, third-party systems, or use outside the Product's intended purpose.

13. SERVICES AND MAINTENANCE

Services are included only if expressly stated in the Quote or a separate written agreement. Services not included in the Quote shall be billed at LINEV's then-current time-and-materials rates, plus travel and expenses.

Preventive maintenance, extended warranty, all-inclusive maintenance, response times, travel coverage, after-hours support, spare parts programs, recurring service obligations, calibration programs, certification services, software upgrade services, data migration services, and ongoing support apply only if purchased under a separate Service and Maintenance Agreement or expressly included in the Quote.

Customer shall provide safe and timely access, required escorts, clear work areas, qualified Customer personnel, and all information reasonably needed for LINEV to perform Services. LINEV may refuse or delay Services where access or working conditions are unsafe, restricted, or non-compliant.

14. CUSTOMER RESPONSIBILITIES AND PROHIBITED USE

Customer shall ensure that Products are operated only by properly trained and authorized personnel and in accordance with Documentation, safety instructions, software instructions, applicable laws, and regulatory requirements.

Customer is responsible for all operational decisions, including how Products are used, how outputs are interpreted, how results are validated, how personnel respond, and how Customer's own procedures are implemented.

Customer shall immediately stop using Products and notify LINEV if Products malfunction, become unsafe, produce abnormal results, or show signs of damage.

Customer shall not use Products for any medical, diagnostic, therapeutic, life-saving, life-support, emergency, or legally regulated measurement purpose unless expressly authorized in writing by LINEV and permitted by applicable law.

Customer shall not use Products for unlawful purposes; use Products outside their intended purpose; modify or alter Products without LINEV's written approval; allow unauthorized service, repair, access, software changes, firmware changes, or integration; use Products for benchmarking or competitive analysis; resell, lease, loan, transfer, or provide access to Products without LINEV's written consent; or export, re-export, transfer, or use Products in violation of applicable law.

15. TECHNICAL DATA, CUSTOMER DATA, AND CONFIDENTIAL INFORMATION

To the extent made available to LINEV through support, service, diagnostics, maintenance, remote access, software updates, warranty review, or other authorized interaction with Products, LINEV may collect, receive, store, and use technical data related to operation, performance, status, errors, diagnostics, maintenance, configuration, service, and quality of Products for troubleshooting, support, maintenance, product improvement, predictive maintenance, quality control, warranty review, and software improvement.

Customer is responsible for backing up Customer Data before LINEV performs installation, implementation, maintenance, repair, update, upgrade, support, warranty work, or other Services. Data backup, data migration, data conversion, data validation, database work, and restoration of historical records are not included unless expressly stated in the Quote or another written agreement.

LINEV shall not be liable for loss, corruption, deletion, alteration, disclosure, or restoration of Customer Data unless caused by LINEV's willful misconduct.

Customer shall not disclose or use LINEV's non-public pricing, technical information, Documentation, software, firmware, algorithms, service materials, product specifications, or business information except for purposes of evaluating, purchasing, operating, or receiving support for Products or Services from LINEV. This obligation does not apply to information that is publicly available, already lawfully known to Customer, or required to be disclosed by law.

16. COMPLIANCE, EXPORT CONTROLS, AND REGULATORY REQUIREMENTS

Customer shall comply with all applicable federal, state, and local laws, including safety, electrical, radiation, environmental, privacy, cybersecurity, procurement, import, export control, and sanctions laws to the extent applicable to the Products, Services, Site, or Customer's use.

Customer shall not export, re-export, transfer, release, or use Products, software, technology, technical data, or Services in violation of U.S. export control laws, sanctions laws, restricted-party rules, embargo regulations, or end-use restrictions.

Customer represents that it is not located in, organized under the laws of, or ordinarily resident in any sanctioned jurisdiction and is not listed on any restricted-party list maintained by the U.S. government.

LINEV may refuse, suspend, or cancel performance if LINEV determines that a transaction may create legal, sanctions, export control, safety, regulatory, compliance, or reputational risk.

For X-ray Products, including Products used for security screening of persons, Customer is responsible for applicable registration, licensing, radiation safety procedures, operator training, safe operation, dose-limit compliance, privacy compliance, and compliance with all applicable federal, state, and local requirements.

17. NO DETECTION, OUTCOME, OR APPLICATION GUARANTEE

Products are tools, systems, instruments, devices, equipment, software, or components intended to support Customer's operations. They are not a guarantee of any particular operational, safety, security, analytical, measurement, inspection, classification, detection, compliance, procurement, business, or financial outcome unless expressly stated in LINEV's written specifications for the applicable Product.

No security screening equipment, software, artificial intelligence, automation, image processing, analytics, or decision-support tool can identify, detect, classify, measure, analyze, prevent, intercept, diagnose, or resolve every target, condition, defect, threat, substance, anomaly, event, error, or operational issue under all conditions.

Customer remains responsible for staffing, operator review, procedures, validation, regulatory obligations, use of Product outputs, interpretation of results, response protocols, and final decisions. LINEV shall not be liable for Customer's failure to achieve any intended operational, security, compliance, business, or financial objective.

18. LIMITATION OF LIABILITY

To the maximum extent permitted by law, LINEV shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, including loss of profit, loss of revenue, loss of use, loss of business, business interruption, downtime, loss of data, loss of goodwill, security incidents, operational incidents, compliance consequences, or failure to achieve Customer's objectives.

LINEV's total aggregate liability arising out of or relating to any Quote, Purchase Order, Products, Services, software, license, or these Terms shall not exceed the lesser amount of the total contract value paid by Customer to LINEV for the specific Product or Service giving rise to the claim, or \$500,000.

The limitations in this section apply regardless of legal theory, including contract, tort, negligence, strict liability, product liability, warranty, indemnity, statute, or otherwise.

19. INDEMNIFICATION

Customer shall indemnify, defend, and hold harmless LINEV, its affiliates, owners, directors, officers, employees, contractors, and representatives from and against claims, damages, losses, fines, penalties, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Customer's misuse of Products; breach of these Terms; violation of law; failure to follow Documentation or safety instructions; unauthorized modification or repair; Site conditions; third-party integration; Customer Data; operational decisions; failure to achieve intended results; or injury or damage caused by Customer, Customer's personnel, or third parties.

20. FORCE MAJEURE

LINEV shall not be liable for delay or failure to perform caused by events beyond LINEV's reasonable control, including acts of God, weather, fire, flood, war, terrorism, civil unrest, government action, supply chain disruption,

labor dispute, epidemic, pandemic, transportation delay, material shortage, utility failure, supplier delay, software vendor delay, cybersecurity incident not caused by LINEV, permit delay, customs delay, or Customer delay.

LINEV's time for performance shall be extended for a commercially reasonable period.

21. GOVERNING LAW AND GENERAL PROVISIONS

These Terms and any dispute arising out of or relating to Products or Services shall be governed by the laws of the State of Texas, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Any lawsuit arising out of or relating to these Terms, Products, or Services may be brought in a court of competent jurisdiction in the State of Texas. Customer consents to personal jurisdiction and venue in Texas courts.

The substantially prevailing party in any legal action arising out of or relating to these Terms shall be entitled to recover reasonable attorneys' fees, court costs, and related expenses.

Customer may not assign these Terms, any Purchase Order, or any rights or obligations without LINEV's prior written consent. LINEV may assign these Terms or any order to an affiliate, successor, purchaser of assets, or in connection with a corporate transaction.

If any provision of these Terms is found invalid or unenforceable, the provision shall be interpreted or modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect. No waiver shall be effective unless in writing and signed by the party granting the waiver. Failure to enforce any provision shall not constitute a waiver of future enforcement.

These Terms, together with LINEV's Quote, PO Acknowledgment or other express written acceptance, Warranty Terms, and any separate written agreement expressly accepted by LINEV, constitute the entire agreement between LINEV and Customer regarding the sale, license, delivery, and performance of Products and Services and supersede prior discussions, proposals, or communications regarding the same subject matter.