



Terms and Conditions of Sale

Laser Lens Tek Inc. DBA American Photonics — Global (Valid in All Countries)

This agreement is valid and enforceable in all countries worldwide, unless prohibited by local law. In jurisdictions where specific provisions are invalid or restricted, such provisions shall be interpreted or limited only to the extent necessary to comply with local legal requirements.

1 – LIMITS OF AGREEMENT

Laser Lens Tek Inc. DBA American Photonics or its affiliate named on the quote offers to sell products or services in accordance with the terms set forth in the quote and Laser Lens Tek Inc. DBA American Photonics' Terms and Conditions of Sale. These terms override any conflicting terms or conditions from the buyer. The agreement is conditional upon the buyer's acceptance of these terms, excluding all other terms and conditions. Amendments to these terms are only valid in writing and signed by an officer of Laser Lens Tek Inc. DBA American Photonics. Offers are valid for the period stated on the quote or, if not stated, for thirty days from the offer date.

2 – PRODUCTS AND SERVICES PROVIDED AND PRICE

(a) Newly manufactured products, possibly using components from previous units that meet specifications. (b) Prices stated in the quote, including packaging for domestic shipments. (c) Excludes taxes and customs duties unless required by law. Buyers must provide tax exemption or reimburse charges. (d) Prices cover only listed products/services. Technical data, proprietary rights, and patent rights excluded unless otherwise agreed. (e) Items not included in the quote must be ordered separately. (f) Surcharges may apply due to significant production cost increases.

3 – PAYMENT TERMS

(a) Standard payment terms are Net 30 days from the invoice date for approved customers with established credit. Invoices not paid within the stated terms are subject to: a finance charge of 2.0% per month (24% annual) on any unpaid balance, and a flat late-fee charge of \$35.00 per invoice for each billing cycle past due. Charges begin the day after the due date and continue until the account is paid in full. These charges are cumulative and represent a reasonable estimate of the administrative and carrying costs associated with late payments. Accounts with overdue balances may be placed on hold until payment is received. Repeated delays may result in a change of terms to prepayment or C.O.D. (b) For new international customers and any customer without a prior credit history with Laser Lens Tek Inc. DBA American Photonics, payment in advance is required. Once a consistent payment history and creditworthiness have been established, alternate terms may be considered upon review and written approval. (c) For certain customers or orders, including those deemed high-risk or large volume, the company reserves the right to require full or partial advance payment or payment upon delivery (C.O.D.), at its sole discretion. (d) Payment is required upon each partial delivery, if applicable. (e) Buyer grants a security interest in all delivered products and related proceeds until payment is made in full. Buyer agrees to assist in perfecting this security interest upon request.

4 – TRANSPORTATION; TITLE AND RISK OF LOSS, INSURANCE

(a) Buyer pays transportation unless otherwise agreed. Laser Lens Tek Inc. DBA American Photonics chooses transport method. Risk passes to buyer at carrier delivery (EXW Incoterms 2020). (b) Buyer liable for damage, destruction, or loss. (c) Company maintains insurance for internal liabilities.

5 – SHIPMENT

Reasonable efforts to meet shipment schedules. Dates are estimates. Not liable for delays. Inventory and production may be adjusted. Written approval required for cancellations or changes.

6 – INSPECTION AND ACCEPTANCE

Buyers have five days to inspect upon delivery. Ownership transfers as in Section 4. Acceptance presumed at delivery. Nonconformities handled per Section 9.

7 – FACTORY AND SITE TESTING

(a) FAT must be scheduled within 30 days post-production. One day for remote, two for onsite tests. Charges may apply for extended FAT. Buyer waives FAT if not completed on time. Test parts due 10 days in advance. (b) SAT must be completed within 30 days post-delivery. Missed SAT is waived. Company liable only for repair or replacement.

8 – TERMINATION

Purchase Orders (POs) for custom-engineered products, including but not limited to those based on client-supplied drawings, technical specifications, or developed for exclusive end-use applications, are strictly non-cancellable once formally accepted by Laser Lens Tek Inc. DBA American Photonics. Upon PO acceptance, raw materials are procured, production is scheduled, and resources are allocated; therefore, no cancellations, modifications, or refunds will be permitted under any circumstance. The buyer remains fully responsible for 100% payment of the order, regardless of changes in business conditions, budget, or end-user decisions. For internet-based or catalog sales of standard, non-custom items, Laser Lens Tek Inc. DBA American Photonics may accept return requests solely in cases of proven product failure. Such requests must be submitted in writing, supported by photographic or technical evidence of the failure, and are subject to internal quality review. Approved returns will be eligible for replacement or store credit only; refunds are not guaranteed.

9 – LIMITED WARRANTY AND REMEDIES

(a) 12-month product warranty. 90-day for service parts. Prototypes sold "AS IS." (b) Non-transferable, valid only for original delivery location. (c) All returns must be pre-approved. A Return Material Authorization (RMA) must be issued by Laser Lens Tek Inc. DBA American Photonics before any product is returned. Returns shipped without an authorized RMA will be rejected and returned at the buyer's expense. (d) Buyer covers return shipping. Clean, secure packaging expected. (e) Notice of defects must be in writing with detailed description and PO info. (f) Working items returned may incur test charges. (g) The warranty covers defects in workmanship and materials, including raw material issues, provided they are reported within the warranty period and not caused by misuse, modification, or mishandling by the buyer. (h) If the customer provides their own material or substrate, Laser Lens Tek Inc. DBA American Photonics is not responsible for the final product quality or performance. In such cases, the company will make commercially reasonable efforts to deliver the best possible outcome based on the incoming material and final coating requirements, but no guarantees or warranties are expressed or implied. (i) Exclusive remedy is repair or replacement. (j) No liability for consequential damages.

10 – RIGHTS TO SUBCONTRACT

Laser Lens Tek Inc. DBA American Photonics reserves the right to subcontract any part of the work, including but not limited to manufacturing, polishing, coating, inspection, and raw material sourcing. This may include the use of qualified third-party partners, vendors, or subcontractors to ensure the timely and cost-effective delivery of products that meet all applicable specifications and quality standards.

11 – BANKRUPTCY OR INSOLVENCY OF BUYER

Company may cancel orders or demand prepayment if buyer's financial situation is concerning.

12 – INDEMNITY

(a) Company defends claims alleging IP infringement, excluding Excluded Claims. (b) Excluded Claims include misuse, design alterations, and unauthorized use. (c) Section 12 defines sole liability for IP issues. (d) Buyer indemnifies for Excluded Claims.

13 – NO PROPERTY RIGHTS

(a) All intellectual property (IP) rights, including but not limited to patents, trademarks, trade secrets, design files, engineering drawings, process documentation, and proprietary manufacturing techniques, remain the sole property of Laser Lens Tek Inc. DBA American Photonics. No transfer of ownership is implied through the sale of products or provision of services. (b) Sales do not grant the buyer any rights to reverse engineer, replicate, modify, or combine the company's products with other systems in a way that would create derivative works. (c) The company exclusively retains all rights to

designs, inventions, improvements, and data developed internally or jointly with customers, regardless of whether such developments arise from customer collaboration or feedback. (d) Any feedback, suggestions, or technical input from the buyer may be used freely by the company without obligation, and resulting innovations shall be owned solely by Laser Lens Tek Inc. DBA American Photonics. (e) The buyer agrees not to share, reproduce, disclose, or use any proprietary or protected information for purposes other than those explicitly authorized in writing by Laser Lens Tek Inc. DBA American Photonics.

14 – CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION

(a) All company-provided info is confidential. (b) NDAs govern sensitive info. Privacy laws apply. (c) Personal data must be handled lawfully.

15 – SOFTWARE

(i) Company retains software IP. (ii) Standalone software licensed for internal use. (iii) Embedded software licensed in machine code only. (iv) Unauthorized use prohibited. (v) Notices may not be removed.

16 – EQUAL OPPORTUNITY

Compliance with Executive Order 11246 and other regulations.

17 – ERRORS

Company may correct clerical or stenographic errors.

18 – APPLICABLE LAW; JURISDICTION AND VENUE

Governing law: Florida. Jurisdiction: the courts of Sarasota County, Florida. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. In the event of a dispute, both parties agree to attempt resolution through mediation or binding arbitration prior to initiating litigation, unless otherwise required by applicable law. The English version of these Terms and Conditions shall prevail over any translations.

19 – LIMITATION OF LIABILITY

(a) Not liable for delays beyond control, including but not limited to acts of God, war, terrorism, labor disputes, shortages, pandemics, or government actions. (b) Liability limited to repair/replacement/refund. (c) No indirect or incidental damages. (d) Liability capped at purchase price. (e) Buyer agrees to limitations as part of pricing. (f) Not liable for procurement costs. (g) Buyer agrees not to export, re-export, or transfer any products or documentation in violation of applicable export control laws, including ITAR and EAR.

20 – BREACH

Breaches include nonpayment, refusal to accept products, or bankruptcy. Company may cancel and recover costs.

21 – SUBSTITUTIONS, MODIFICATIONS, AND CHANGES

Company may modify specs and processes without affecting performance.

22 – SAFETY-CRITICAL AND MILITARY APPLICATIONS

(a) Not for safety-critical use unless explicitly authorized. (b) Not for military/aerospace unless marked MIL-SPEC. Buyer bears compliance responsibility.

23 – GOVERNMENT END USER RIGHTS

Products/software are commercial items under 48 C.F.R. 2.101. Government use governed by applicable FAR/DFARS.

24 – COMPLIANCE WITH LAWS

(a) Products may be delivered from domestic/international sites. (b) Compliance with labor, export, environmental, and anti-corruption laws. (c) Buyers must comply with all relevant laws. (d) Buyers are liable for penalties related to violations. (e) Assignment requires written consent. (f) Waivers must be in writing. (g) Modifications require mutual written agreement. (h) These Terms supersede all prior agreements.

25 – EXTENDED SERVICE CONTRACTS

Covers only original purchaser and location. Unauthorized parts not covered. No refunds. Refurbished parts may be used.

26 – TRAINING SERVICES

Must be used within 1 year (or 6 months for discounted). Full payment required at registration. Certification valid only while employed by purchaser. Company may cancel under-enrolled courses.

27 – DOCUMENTATION AND CERTIFICATIONS

Laser Lens Tek Inc. DBA American Photonics can provide documentation upon request, including basic compliance certifications and quality documentation. The company is ISO-certified and follows established quality management standards. Available documentation includes, but is not limited to: Certificate of Conformance (CoC); Material Certification; Dimensional Inspection Report; First Article Inspection Report (AS9102); Absorption, Interferometry, or Surface Test Data; Country of Origin declarations. Some documents are provided at no cost; others may incur a documentation fee, which will be quoted upon request. All documentation must be requested in writing and referenced to the applicable purchase order.

28 – CUSTOMER-SUPPLIED MATERIALS

If the customer provides their own materials or substrates for manufacturing, Laser Lens Tek Inc. DBA American Photonics shall not be held responsible for any loss, damage, failure, or nonconformance of the final product. While the company will make best efforts to produce quality results, performance is contingent upon the integrity and suitability of the provided materials. The company reserves the right to reject any incoming materials that, upon inspection, are found to be out of tolerance, contaminated, visibly damaged, or incompatible with intended processing steps. Customers accept full responsibility for the suitability and quality of the materials they provide.

29 – TOOLING AND FIXTURING

Any custom tooling, fixturing, or processing aids developed for the manufacture of products remain the sole property of Laser Lens Tek Inc. DBA American Photonics, even if the buyer is charged separately for setup, engineering, or tooling fees. No rights or licenses to such tools are granted to the buyer.

30 – NO WAIVER

Failure of Laser Lens Tek Inc. DBA American Photonics to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision or any other rights under these Terms. Any waiver must be made in writing and signed by an authorized company representative.

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