
STID - US Terms and Conditions of Sale

Purchase and Limited Warranty Agreement

Effective June 1st, 2018

This Purchase and Limited Warranty Agreement (the "Agreement" or "Terms and Conditions") is a legal agreement by and between STID NA, INC., a Delaware Corporation ("STID"), and the party listed in the STID Purchase Order as customer/buyer ("Customer" or "you"), for the purchase and use of the STID products, with accompanying accessories and as the case may be the embedded software and/or access to the STID Cloud-based online interface STid Mobile ID® (the "Software"), the installation and instructions manual and any accompanying written materials provided by STID (the "Documentation") (referred to individually and collectively as the "Product(s)") and ancillary services that may be provided to you by STID. By completing and/or signing the STID Purchase Order, or clicking "I Agree" on electronic or online sales, otherwise using the Products or accessing the services, Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. If Customer does not agree to the terms and conditions of this Agreement, Customer shall not order, access or use the Products or services offered by STID.

1. Scope of agreement.

STID has provided to Customer One or more Products, as listed in the Purchase Order; As the case may be, the separate Terms of Use of the STid Mobile ID®, which are hereby incorporated by reference, shall specifically govern the use of the Software (the "Software"); This Agreement sets forth the terms and conditions under which Customer may purchase and use the Products, together with all applicable terms related to the STID limited guarantee.

2. Product Orders.

- 2.1. All sales are final but STID reserves the right to reject any order, for any reason at its sole discretion.
- 2.2. Customer shall order Products and services under this Agreement by submitting completed purchase orders on the form provided by STID ("Purchase Order").
- 2.3. Without waiving its right to refuse any order, STID may accept purchase orders in the Customer's format as long as any such purchase order (i) is signed by an authorized representative of Customer and (ii) STID has previously approved the form of such purchase order. If there is a conflict between the provisions of a purchase order and this Agreement, the provisions of this Agreement shall prevail at all times.
- 2.4. For clarity purposes, Customer shall be bound by any completed Purchased Order transmitted to STID, from the execution or acceptance date; STID shall only be contractually bound when (i) a related Purchase Order Confirmation is issued and sent to the Customer and (ii) a full payment is paid by Customer and received by STID, unless Customer has been granted deferred payment terms by STID.

3. Pricing.

- 3.1. Subject to Product availability and the terms of this Agreement, Customer shall be entitled to purchase Products and services at the prices set forth in the Purchase Order form, which is hereby incorporated by reference. Prices Listed by STID may nevertheless vary at all times, at the sole discretion of STID and without notice.
- 3.2. All quoted prices in the STID Purchase Order form may expire in accordance with the quote term provided by STID in said form, which shall not exceed 3 Months.
- 3.3. Unless specifically set forth otherwise, all prices are quoted EX-Works Irving, Texas, by default (unless provided otherwise in the Purchase Order) and exclude transportation, insurance, customs, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes or duties now in force or hereafter enacted, as well as services, repairs, maintenance, extraordinary packaging and crating, installation, training, system integration, field testing, site preparation, site condition, site selection, fees, preventative/corrective maintenance and any additional equipment which may be required, all of which shall be the Customer's responsibility. Notwithstanding the foregoing, some of the foregoing items may be set forth in and included specifically in a service agreement or Purchase Order.

- 3.4. Customer shall be responsible to pay all taxes, fees or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Customer and STID. If STID is required to collect the foregoing, such amounts will be separately stated on the invoice, and must be paid by Customer unless Customer provides STID with a valid tax exemption certificate authorized by the appropriate taxing authority. When applicable, Customer agrees to provide STID with a valid resale certificate for the Products purchased for resale.

4. Payment.

- 4.1. Unless stated otherwise in the Purchase Order Confirmation, all STID invoices are payable in full on or before the due date indicated on the invoice, without exception together with all fees and charges borne by the Customer.
- 4.2. Payment shall be made by direct deposit or wire transfer using the wiring instructions provided by STID in on the invoice. Payment by Credit Card may be authorized on a case by case basis, at the sole discretion of STID.
- 4.3. In the event of a late payment, any payment received shall be charged first against accrued interest and indemnities and then to the principal invoice amount.
- 4.4. In case of non-payment or late payment on the due date of an invoice, all other pending invoices of a Customer, even those not yet due, may become due immediately, at the sole discretion of STID.
- 4.5. Past-due invoices may be subject to a monthly charge equal to the higher of one percent interest (1.00%) per month, or the highest rate of interest permitted by law, at the option of STID, with a minimum penalty of \$50.00. If any invoice remains unpaid after Thirty (30) days from the invoice date, notwithstanding any agreement or course of dealing between STID and Customer, (i) all subsequent orders will be accepted only on a C.O.D. or cash-with-order basis until satisfactory credit is re-established at STID's sole discretion, and (ii) STID may suspend shipment of any Product ordered until all outstanding invoices are paid. All overdue accounts are also subject to collection charges, including without limitation, attorney's fees and court costs.
- 4.6. Any unpaid balance by the customer authorizes STID to suspend, without prior notice and without notification, any delivery and/or subsequent service until full payment. The parties agree that the due and prompt payment of invoices is to be regarded as a material obligation on the part of the Customer. As the case may be, any applicable guarantee provided by STID will also be automatically suspended, without any extension of the warranty term and period.
- 4.7. Invoices are validly issued to the address and/or email address provided in the Purchase Order. In the event of a change of address, customer shall promptly notify in writing STID.

5. Shipping, Delivery, Delays, Risk of Loss and Installation.

- 5.1. STID will ship by the method it deems most advantageous using standard commercial packaging. Customer agrees to pay all transportation charges and costs associated with shipment of the Product, including any special or export packaging requested or required under the circumstances, as determined by STID and unless specified otherwise in the Purchase Order Confirmation.
- 5.2. Unless specified otherwise in the Purchase Order Confirmation, STID will use commercially reasonable efforts to deliver the Products by the estimated delivery date, indicated in the Purchase Order, which is given for information purposes only, if any; however, shipment of Products is subject to availability, and STID EXPRESSLY DISCLAIMS LIABILITY FOR ANY FAILURE TO MEET SUCH DELIVERY DATES.
- 5.3. The receipt of the Products by the Customer shall be deemed approval of the actual delivery time. In the event of a late delivery, Customer may notify in writing STID of same.
- 5.4. STID will always try to procure its best efforts to accommodate its Customers, but there may be some instances or situations where due to unforeseen circumstances, beyond STID's control or because of an event of force majeure, STID may have to extend the delivery period, suspend its execution of the Purchase Order or terminate the Agreement with the Customer, without any liability for any compensation in damages. STID will procure its best commercial efforts to diligently notify its Customers.
- 5.5. The risk of loss passes to the Customer on the receipt of the Products.
- 5.6. Any freight damages must be filed by Customer with the carrier within the required timeframe of the carrier and in no event whatsoever later than seven calendar (7) days of receipt of the Product. If Customer fails to notify STID of such damage within fourteen (14)

days of the invoice date or the date of shipment, whichever occurs last, the Product will be deemed to be received in good condition.

5.7 For clarity purposes, each separate delivery of a Product shall be treated as a distinct agreement between STID and Customer, even if all Products were referenced in one single Purchase Order. Therefore, any non-delivery of or issue related to a particular Product shall not affect and shall not exempt Customer from its payment obligations hereunder and under the Purchase Order relating to another Product delivered or scheduled to be delivered.

5.8 Customer shall, at its own expense, maintain in force appropriate insurance with reputable insurers sufficient in coverage and amounts to secure its obligations and potential liabilities under this Agreement including any damage to the Products. Customer will be solely responsible for all premiums, and any deductibles and/or retentions associated with said insurance.

6. Defective Products, Parts or Product Return or Replacement

6.1 In the event that the Product delivered presents, at the time of the delivery, visible defects or if it is not in conformity with the Purchase Order, the Customer shall promptly notify in writing or by email STID -within 3 days; time being of the essence- of apparent defects or nonconformity of the equipment, by registered letter sent within three days of delivery. Past that notice period, all Product shall have been deemed delivered, defect free and duly accepted by Customer.

6.2 STID's warranty against latent defects is limited to the warranty period as agreed between the parties in the Purchase Order and said warranty shall be strictly limited to the replacement cost of the defective part of the Product or at most, to the replacement cost of the entire Product, to the exclusion of any other damages coverage including among other things as further detailed in this Agreement, consequential or indirect damages and loss of use and/or loss of profits.

6.3 Any contributory negligence on the part of Customer shall entirely exclude STID's liability or responsibility hereunder.

6.4 No Product or equipment shall be returned to STID without prior written approval from STID. Customer shall keep original packaging as all returns are to be made using the original packaging of the Product.

6.5 Any other return for reason not within the scope of the Terms and Conditions, that may be authorized at the sole discretion of STID, and on a case by case basis, may be subject to a restocking fee of no less than 25% of the original purchase price.

7. Contract Suspension and Termination.

7.1 If Customer breaches the payment terms or any other contractual obligations or terms of this Agreement or becomes or appears to be insolvent (or threaten insolvency) or bankrupt, STID may at its sole discretion, upon prior notice and without prejudice to its other rights and remedies, either (i) suspend the performance of its obligations until such breach is entirely cured by Customer, or (ii) terminate the Agreement with Customer upon notice to Customer, without prejudice to its right to claim monetary damages.

7.2 In the event of a sale of multiple Products under one single Purchase Order, without prejudice to its other rights, STID shall have the option to either suspend or terminate the Agreement with Customer either (i) entirely or (ii) partially for one or more Product(s) separately.

8. Retention of Title.

8.1 The ownership of and legal title to the Products supplied by STID to Customer under any Purchase Order, shall remain the property of STID unless and until full payment of the purchase price as indicated in the related Purchase Order by Customer.

8.2 Customer shall ensure that all Products shall keep their identifying numbers and/or manufacturing label at all times. Said plate shall remain readable and shall not be modified, removed, distorted. Identifying numbers and information shall be readable at all times.

8.3 As provided in this Agreement, all embedded software supplied with the Product is and shall remain proprietary to STID and/or its licensors at all times and shall not be transferred or passed with the property title on the STID Product. **Use of the Software is subject to the applicable licensing and subscription Terms of Use, which are hereby incorporated by reference.**

8.4 All Products are sold by STID subject to the condition that the related sales do not convey any license, under any patent claim covering complete equipment, or any assembly,

combination, method or process in which any such Product is used by Customer. STID and its affiliates and parent company, reserve all rights under such patent or Intellectual Property claims.

9. Assignment.

9.1 Without the prior written consent of STID, Customer shall not assign any rights and/or obligations under this Agreement. If consent to an assignment is granted by STID to Customer, the client-assignee undertakes to pay jointly and severally with the assignor any sum due.

9.2 All contracts, rights and obligation hereunder shall be freely assignable by STID. As the case may be, Customer shall execute any necessary documentation and follow any reasonable guidance requested by STID necessary to facilitate said assignment.

10. Use of STID Products.

10.1 STID is providing the Product for its intended use as more fully described in the related Documentation and Customer may therefore not use the Product for any other purpose. STID shall not be responsible or liable for any damage to persons or property or degradation in performance arising directly or indirectly from such misuse.

10.2 STID reserves the right to make changes in the design or specifications of any Products at any time without incurring any obligation to make equivalent changes in previously manufactured, sold or shipped Products.

10.3 Customer acknowledges receipt of the Documentation for all Product listed on the Purchase Order form. Customer assumes sole responsibility for the selection of the Product to achieve Customer's intended results and for the actual results obtained from such Product.

10.4 Customer acknowledges and agree to use the Product as follows and understands that any breach of the following may result in a denial of the STID Standard Limited Warranty:

(i) **Customer shall use the Product in a normal and gentle manner and in accordance with the STID's Documentation, safety guidance and/or operating instructions;**

(ii) Customer shall keep the Product in good working order and give STID timely notice of any defective use or issues;

11. Product Resale and Continuation of these Terms and Conditions.

11.1 Customer hereby acknowledges and agrees that the present Agreement shall continue to apply to any third party transferee of the Product and Customer shall indemnify and hold STID and its affiliates harmless from any potential related claims from Customer's own transferee, clients or end users.

12. Customization and Tag Services offered by STID.

The Customer undertakes to provide STID with all necessary information for customizing the readers. These elements must comply with all technical specifications detailed in the Documentation provided by STID. The colors as they appear on Customer's screen may be different from those that will be printed on the reader. The final printed results may also depend on the Product materials. It is recommended to order a proof on the final product (referred to as "press proof") in order to visualize the final printed result. If the proof form is sent by STID using fax, e-mail or mail, the Customer undertakes to return it signed in the same way. Signing as "Approved to Print" means that the Customer agrees to proceed with printing without any objection. Signing as "Approved to Print" also exempts STID from any liability for errors or omissions observed after manufacture, or any defects in the original file supplied by Customer. Production will commence once the screen proof, signed by the Customer as "Approved to Print" without reservations, has been returned to STID. STID shall not be liable for any order produced following receipt of the screen proof "Approved to Print", returned by fax, e-mail or mail. The Customers are assumed to hold the relevant rights to reproduce any documents, images, logos and fonts sent for printing by STID, under the appropriate Intellectual Property laws. The Customer shall be fully liable for any losses claimed by a third party. STID shall not be liable for any order processed following receipt of signed approval by fax or e-mail or even without approval, by or under the instructions of the Customer. The printing technologies used in tampography and digital UV printing are designed for customization of STID readers for indoor and outdoor use. However, many factors can impact use of the reader (weather conditions, exposure to UV light, usage conditions, maintenance, etc.); STID cannot guarantee the durability of the print rendering throughout the Product service life. Consequently, STID cannot guarantee the durability of tampography or digital UV printing on the

readers and cannot be liable in this respect. The Customer acknowledges that a tolerance margin of approximately one millimeter applies to the logo position, and this is considered to be acceptable by the Parties.

13. STID US WARRANTY POLICY

UNLESS PROVIDED OTHERWISE IN WRITING BY STID IN THE PURCHASE ORDER CONFIRMATION OR IN THE PRODUCT DOCUMENTATION, THE US LIMITED WARRANTY POLICY OF STID SHALL APPLY BY DEFAULT TO ALL STID PRODUCTS. THIS WARRANTY POLICY IS AVAILABLE AT (<https://stid.com/en/warranty-policy>) AND IS HEREBY INCORPORATED BY REFERENCE. BY PURCHASING THE STID PRODUCTS FROM STID NA, INC. IN THE US, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE STID US WARRANTY POLICY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. OTHER THAN AS PERMITTED BY LAW, STID DOES NOT INTEND TO EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS CUSTOMER MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT.

14. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND SUBJECT TO THE SPECIFIC PROVISIONS OF THIS AGREEMENT, STID, ITS AFFILIATES, PARENT COMPANY, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND SUPPLIERS WILL NOT BE LIABLE (i) WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, RISK OF LOSS, BODILY INJURY OR DEATH, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE FEES ACTUALLY PAID BY CUSTOMER FOR THE RELATED PRODUCT HEREUNDER; and/or (ii) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; LOSS, INACCURACY, OR CORRUPTION OF DATA OR INTERRUPTION OF USE; OR ANY MATTER BEYOND ITS REASONABLE CONTROL. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME STATES OR JURISDICTION MAY LIMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED TO SOME CUSTOMERS.

15. General Provisions.

- 15.1. **Relationship of the Parties.** Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party, other than as stated in this Agreement.
- 15.2. **Notices.** Any notice or other communication required or permitted by this Agreement or by law to be served on or given to any party shall be in writing and shall be deemed served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, (a) three days after deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, or (b) the next business day following transmission by fax or e-mail, sent in each case to the addresses set forth in the Purchase Order. A mandatory copy of any legal complaint addressed to STID shall also be sent to: STID NA, INC., C/O Peyrot & Associates PC., 62 William Street, 8th floor, New York, NY 10005.
- 15.3. **Assignment.** This Agreement is personal to Customer. Customer shall not assign or otherwise transfer any rights or delegate any duties under this Agreement without the prior written consent of STID. Any attempted assignment, transfer or delegation without such consent shall be null and void.
- 15.4. **Force Majeure.** STID shall not be in breach of its obligations hereunder if performance of such obligations is prevented, delayed or made impracticable by any cause beyond the reasonable control of STID, including without limitation, acts or omissions of Customer, acts of God or government, natural disasters or storms, fire, political strife, labor disputes, terrorism, failure or delay of transportation, default by suppliers or unavailability of parts.
- 15.5. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York without regard to its conflict of laws provisions. Any litigation between the parties concerning these terms and conditions shall be brought

in the courts of the State of New York, County of New York, and Customer consents to such courts having personal jurisdiction and that venue is proper in either of such courts.

- 15.6. **Attorney's Fees.** If any litigation is brought to enforce, or arises out of, this Agreement or any term, clause, or provision hereof the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered, as well as subsequent to judgment in obtaining execution thereof.
- 15.7. **Interpretation.** The titles of the sections of this Agreement are for convenience only and shall not affect the interpretation or construction of any section. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. The words "include" and "including" and variations thereof are not terms of limitation, but rather shall be deemed to be followed by the words "without limitation."
- 15.8. **Waiver.** Failure to exercise any right will not operate as a waiver of that right, power, or privilege. A waiver of any of the terms of this Agreement, or any breach or default hereunder, shall not be deemed or construed as a waiver of such terms for the future or any subsequent breach or default, whether or not of the same or similar nature.
- 15.9. **Entire Agreement; Severability; Modification.** This Agreement, including the Warranty provisions and any other policies or Documentation or Purchase Order referenced herein, represents the entire agreement between STID and Customer as parties with respect to the subject matter hereof and all other negotiations, understandings and agreements relating thereto, whether written or oral, including but not limited to all requests for proposal, proposals, payments or other forms, are nullified and superseded hereby. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may only be modified, amended, or supplemented in a written document signed by authorized signatories of both parties subsequent to the date of execution of this Agreement.

V. 7.00 - Last Updated sept. 19th 2018.