# Eddyfi – General Terms and Conditions – Rental

1. AGREEMENT: The following terms and conditions, including any documents, drawings, or specifications incorporated therein by reference, shall be part of any Rental Agreement executed between the Eddyfi entity specified in the quotation (hereinafter "**EDDYFI**") and its customer (hereinafter the "**Customer**"), and together shall constitute the entire agreement effective between the parties (hereinafter the "**Agreement**"). In these terms and conditions, EDDYFI refers to the specific Eddyfi entity identified in the quotation, and "**products**" refers to all products by EDDYFI and any of its affiliates, including but not limited to any parts and components, technology, technical data, and/or software.

2. BINDING AGREEMENT: The Agreement shall be binding upon EDDYFI's execution or written acceptance, or upon commencement of performance under the terms of the Agreement. In the case of conflict between these general terms or conditions and any Rental Agreement, the latter shall prevail. Any order shall only be deemed to be accepted upon the issuance of a written order acknowledgement ("**OA**") by EDDYFI.

3. PRICES, TAXES AND DUTIES: All rental prices are effective as set forth in an EDDYFI rental quotation according to the schedule specified in that quotation. Rental orders not placed in accordance with the EDDYFI quotation (e.g., late order or requesting expedited delivery) may be accepted or may be subject to re-quotation and imposition of expedite fees, as determined by EDDYFI. All rental prices are subject to change without notice and are subject to correction of clerical errors.

   All rental payments shall be made without any deduction for or on account of any taxes, charges, fees, and withholdings of any nature (including but not limited to additional shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, certification costs, assessments, and other fees not expressly included in the EDDYFI rental quotation), unless required by law. In such a case, the Customer will pay EDDYFI the additional amounts necessary to ensure receipt by EDDYFI of the full amount which would have been received but for the deduction.

   Without limiting the generality of the foregoing, the Customer assumes all certification costs of a product rented by the Customer and which is not already certified in the country of destination.

4. PAYMENT: Except as otherwise agreed to by EDDYFI in writing, and upon approved credit, rental invoices will be issued as of the date of shipment or the date on which the Customer acknowledges notification that the rental products are ready for pick-up. Rental payments shall become due and payable in the lawful currency as specified in the rental quotation and the order acknowledgement.

   All invoiced rental amounts unpaid and outstanding will be subject to a charge of one and a half percent (1½%) per month (18% annually) with interest on overdue interest at the same rate, from the date due or up to the maximum allowed by applicable law from the date due.

   The Customer agrees to make all rental payments on or before the due date specified in the invoice. Failure to make timely payments may result in additional fees, suspension of rental services, or termination of the rental agreement, at EDDYFI's discretion.

5. DELIVERY, TITLE, AND RISK OF LOSS: Unless otherwise specified in the EDDYFI rental quotation, delivery of rental products is Ex Works ("**EXW**"). The Customer is responsible for covering the transport costs of the rental products. The rental products are deemed delivered to the Customer, and the risks of loss or damage to the rental products (including, without limitation, during loading, transit, and customs clearance) pass to the Customer when EDDYFI places the rental products at the disposal of the Customer or its carrier at EDDYFI's manufacturing site.

   Title to the rental products shall remain with EDDYFI at all times. The Customer shall not acquire any ownership rights in the rental products and must return them to EDDYFI at the end of the rental period in the condition specified in the rental agreement.

   In the absence of specific instructions, rental products are shipped via the carrier EDDYFI deems most practical. No claim for error in shipment will be considered unless made within ten (10) days of the Customer's receipt of the rental products. Subject to the foregoing, the applicable INCOTERMS 2020 apply to the delivery and risks of loss of rental products.

   In the event the Customer wishes to make any change affecting the delivery of the rental products (including, but not limited to, a change in Incoterms, change of address, or carrier) less than five (5) days prior to the date originally scheduled for shipment of the rental products, the Customer agrees to pay additional fees reasonably determined by EDDYFI to offset the administrative cost of effecting such change.

   EDDYFI endeavors to meet all agreed delivery deadlines and will make reasonable efforts to avoid any delays in the supply of its rental products or services. However, EDDYFI shall not be held liable for any penalties, damages, or claims resulting from delays in delivery, regardless of the cause. EDDYFI will promptly notify the Customer of any anticipated delays and work diligently to minimize their impact.

6. CANCELLATION AND MODIFICATION BY CUSTOMER: The Customer may cancel a rental order without penalty up to ten (10) days prior to the scheduled shipping date. To cancel, the Customer must provide written notice to EDDYFI within this timeframe.

   If the Customer cancels a rental order less than fifteen (15) days prior to the scheduled shipping date, the cancellation will be subject to a cancellation fee determined by EDDYFI. The cancellation fee will be calculated based on the costs incurred by EDDYFI up to the point of cancellation, including but not limited to administrative costs and any preparation or handling fees.

   Once the rental products have been shipped, the order cannot be canceled, and the Customer will be responsible for the full rental term as agreed upon in the rental agreement.

   Any modification to an accepted rental order must receive EDDYFI's prior written approval. Such modifications may result in an extension of the delivery timeline, and under no circumstances shall the rental price or other terms of the order be revised to EDDYFI's detriment as a result of such extension.

7. OPERATION: The Customer shall ensure the rental product is operated by qualified and experienced personnel and in accordance with: (a) training and operating instructions supplied by EDDYFI from time to time; (b) conditions of coverage in all applicable insurance policies; and (c) all applicable laws, codes, and regulations. The Customer shall use reasonable and proper care in the custody and operation of the rental product.

8. INTELLECTUAL PROPERTY: All intellectual property rights (including, without limitation, patents, trademarks, registered designs and any rights to apply for same, copyright, design rights, database rights, rights in and to confidential information and know-how) and any rights analogous to the same anywhere in the world and existing at any time in rental products or arising out of or relating to the design or manufacture or development of rental products or the provision of services shall belong to and remain vested in EDDYFI, whether considered background or foreground intellectual property. Customer shall refrain from registering or applying for registration of any intellectual property right relating to the rental products which would have the effect of directly or indirectly: (i) restricting EDDYFI's ability to market and sell the products; or (ii) limiting any third party's (such as EDDYFI's other customers') use of the products. Without limiting the generality of the foregoing, Customer shall not register or apply for registration of a method patent (also known as a "process" patent) in which one or more of the claims relate to the use of a product or of a similar instrument or equipment. Customer must not rebrand any rental product or container, document or object associated with same, or otherwise alter, remove, or tamper with any trademark or other marking appearing on any rental product or container, document or object associated with same, unless prior written approval is given by EDDYFI (which approval can be given or denied by EDDYFI at its discretion). Without limiting the foregoing, Customer must not label or relabel a product, or a container, document or object associated with same or include any marking that could lead anyone to believe that Customer or any person other than EDDYFI is the manufacturer of the product.

9. LIMITED PRODUCT WARRANTY: Except as otherwise agreed to by EDDYFI in writing, rental products such as instruments, mechanical products, spare parts, probes, and cables are warranted against defects in material and workmanship for the duration of the rental period. This warranty covers only those defects that arise as a result of normal use of the rental products and does not cover any other problems, including those that arise as a result of improper maintenance, unauthorized modifications, or misuse.

   Probes and cables are considered consumables and may require periodic replacement due to wear. EDDYFI does not warrant rental products against damages or defects caused by wear and tear, negligence, abnormal operating conditions, alterations, or damage caused by events beyond the control of EDDYFI.

   Upon the Customer's written request during the rental period, EDDYFI, at its discretion, will repair or replace defective rental products within a reasonable time. If

the defect is determined to be due to EDDYFI's fault, the warranty period for the repaired or replacement rental products will be extended accordingly. The original term of the rental agreement applies, without extension, for repaired or replacement rental products if the defect is not due to EDDYFI's fault. All defective rental products shall be sent to EDDYFI freight prepaid by the Customer in insured packaging appropriate to prevent damage in transit.

EDDYFI only warrants EDDYFI rental products, including those from its affiliates. EDDYFI does not warrant any non-EDDYFI products.

10. LIMITED SERVICE WARRANTY: To the extent the nature of the rental products reasonably implies that EDDYFI shall provide services to the Customer, EDDYFI agrees to perform services for Customer on the expressed condition that EDDYFI's sole obligation will be that the services will be performed in a professional and competent manner. EDDYFI does not warrant the fitness, suitability or condition of Customer's equipment upon which EDDYFI services are performed. If there is a specific problem with the quality of the services performed, Customer shall inform EDDYFI in writing and, if feasible, the services will be re-performed.

    REGARDLESS OF WHETHER UNDER CONTRACT OR TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICES WARRANTY ARE THE SOLE LIABILITY OF EDDYFI WITH REGARD TO ITS PRODUCTS.

11. TECHNICAL SUPPORT: If applicable, EDDYFI will provide necessary technical support to the best of its ability during the rental period.

12. SOFTWARE: Any software related to the rental products is subject to a specific Software License Agreement. The software is granted under a non-exclusive and restrictive license for the duration of the rental period. The software must be used with the software-enable hardware or software key supplied by EDDYFI. The Software License shall be automatically revoked upon the end of the rental period, unless purchased by the Customer.

13. LEGAL PROCEEDINGS: There shall be an immediate case of default from either party in the event that an order is issued or if it proceeds to any kind of proposition or arrangement with its creditors, or to a notice of intent to proceed to such proposition or arrangement, or assigns its assets for the benefit of its creditors, or a bankruptcy motion is filed against it, or a trustee or another bankruptcy officer is named to it under any statute on insolvency, or a seizure or judgment is executed on all or part of its assets (unless the seizure is properly opposed within five (5) days of its execution), or otherwise becomes insolvent. In such a case, the termination of the Agreement shall be deemed effective one day before commencement of the said proceedings.

14. INDEMNIFICATION BY THE CUSTOMER: The Customer acknowledges that it shall use the rental products provided under this Agreement at its own risk. The Customer agrees to indemnify and hold EDDYFI harmless against all third-party claims, liabilities, losses, damages, expenses, suits, and judgments directly arising from (i) the Customer's use, operation, storage, or transportation of the products; (ii) the Customer's failure to comply with applicable laws or safety regulations in connection with the products; or (iii) any modifications or misuse of the products by the Customer or third parties under its control. The Customer is liable for any damage, theft, or loss of the rental products during the Rental Period

15. SUBRENTING AND SUBLICENSING PROHIBITION: The Customer warrants that it is the end-user of the product. The Customer acknowledges that the rental product is provided to the Customer's sole benefit. The Customer shall not, without the prior written consent of EDDYFI, subrent, sublicense, lease, lend, or otherwise transfer or assign any rights or obligations under this Agreement, or permit any third party to use the product. Any attempt to subrent, sublicense, sell, transfer, pledge, hypothecate or otherwise dispose of or encumber any of the product or any rights or obligations under this Agreement without EDDYFI's prior written consent shall be null and void and shall constitute a material breach of this Agreement.

    Customer assumes full responsibility, and must indemnify EDDYFI, in the event where the products are (i) exported, reexported, directed or transferred to any destination, person or entity restricted or prohibited by any sanction or (ii) used in violation of Export Laws or without proper licenses, permits, approvals or authorizations.

16. LIMITATION OF LIABILITY: EDDYFI's total liability for any and all losses and damages arising out of any and all causes whatsoever, including, without limitation, defects in the rental products, services, software or documentation, supplied under this rental agreement, shall in no event exceed the total rental fees paid by the Customer for the applicable rental period.

    In no case shall EDDYFI be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, direct liability, or any other legal theory. Excluded damages include, but are not limited to, loss of profit, loss of savings, revenue or other commercial or economic losses, loss of use of the rental product or any associated equipment, downtime, the claims of third parties, including the Customer, damage to property, or injury to personnel.

17. OWNERSHIP: The rental product is, and shall at all times remain, the exclusive property of EDDYFI and is provided to the Customer solely on a rental basis. The rental product is and shall remain personal property of EDDYFI even if installed in or attached to real property by the Customer. Provided that ownership of product is transferred to the customer by law due to installation or attachment to real property, Customer shall indemnify EDDYFI accordingly. The Customer shall neither create, nor permit to exist, any encumbrance upon, or security interest in, the product or any component thereof.

18. IDENTIFICATION: EDDYFI may mark the rental product to conspicuously indicate that it remains owner of such product and the Customer shall not permit that marking to be obscured, removed, or defaced nor shall the Customer permit conflicting marks to be made.

19. ACCESS: The Customer agrees to grant EDDYFI with timely access to its premises and to the rental product.

20. OPERATION: the Customer shall maintain adequate security measures to protect the rental product from theft, vandalism, sabotage, fire, industrial accidents, and other accidents. If the Customer's personnel have not operated the product before, or are determined to be unqualified by EDDYFI, at EDDYFI's sole discretion, EDDYFI may require that the Customer's personnel take a detailed training course. The location and costs for training will be at the Customer's expense. The Customer shall reimburse and/ or indemnify EDDYFI for any product damage beyond reasonable wear and tear. The Customer shall (i) use the product for its intended purpose and in a careful manner, (ii) keep the product in the same condition as received, except fot normal wear and tear, (iii) follow all operating instructions provided by Eddyfi, if applicable, and (iv) not make any alteration, modification, improvement or adjustment of any kind to the product or undertake to disassemble the product without Eddyfi's prior written consent.

21. RETURNS, TITLE, AND RISK OF LOSS: The Customer shall be responsible for covering the transport costs for the return of the rental product and any additional fees. From its shipping date until the rental product is received by EDDYFI following its return by the Customer, the Customer shall bear the risk of loss, damage, theft, or destruction of the rental product from any cause whatsoever. The Customer shall be charged for rental fees until the rental product is received by EDDYFI. The Customer, upon termination of the rental period, shall immediately cease using the rental product and return the rental product to EDDYFI in clean and proper operating condition, normal wear and tear excluded. Product requiring additional cleaning upon return will be subject to a minimum USD 200 cleaning fee. The Customer shall properly pack for shipment the rental product being returned in its original shipping container and shall be responsible for any damage caused during return shipment. If the return is delayed due to additional usage, slow shipping method, or any other factor within or beyond the Customer's control, additional charges will apply including rental fees until the rental product is returned to EDDYFI.

22. INSURANCE: The Customer shall subscribe and maintain, at its own cost, (i) insurance covering the loss, theft, destruction or damage to the rental product in an amount not less than the replacement cost of the rental product and (ii) comprehensive general liability and professional liability insurance against claims for bodily injury, death and property damage in a minimum amount of USD 2,000,000 per occurrence to cover such liability caused by, or arising out of activities of the Customer with respect to, the rental product, pursuant to insurance policies satisfactory to EDDYFI. EDDYFI shall be a named additional insured under the general liability (section 20 ii)) and named loss payee on the equipment insurance (section 20 i)) as per EDDYFI's insurable interest and such policies shall provide that they cannot be altered, amended, or canceled without thirty (30) days prior written notice to EDDYFI. A certificate of insurance confirming the above coverage and showing EDDYFI as a named insured shall be forwarded to EDDYFI before the rental product is shipped, provided, however, that EDDYFI shall be under no duty to either ascertain the existence of or to examine the insurance policies or to advise the

Customer in the event such insurance coverage does not comply with the above requirements. The Customer's obligation to subscribe and maintain insurance as set forth above shall in no manner limit the Customer's liability or responsibility to EDDYFI hereunder, including without limitation if a loss or damage is not covered by the insurance.

23. COMPLIANCE WITH LAW AND EXPORT CONTROL REGULATIONS: The Customer is not authorized to export or re-export the product without EDDYFI's prior written consent. In all cases, the Customer agrees to take no action which will cause EDDYFI to be in violation of any law. Such laws shall include but not be limited to Canada, United Kingdom, European Union, United States and France Export Control Regulations or equivalent. Diversions, use, export or re-export contrary to the law is prohibited. The products may not be exported or re-exported to countries or to entities and persons that are ineligible under Canada, United Kingdom, European Union, United States or France Export Control Regulations or equivalent to receive commodities, technology and/or software. Customers that intend to pass the goods to a third party, must declare all End User information to EDDYFI. It is the responsibility of Customer to understand the seriousness of exporting products without proper licenses or authorizations.

24. MODIFICATIONS: The Customer shall not, without the prior written consent of EDDYFI, make any alteration, modification, improvement, or adjustment of any kind to the rental product subject to the Agreement or an accessory or addition to the product, or undertake any disassembly of the product.

25. REMEDIES FOR DEFAULT: In the event of any default by the Customer, EDDYFI may terminate the agreement with immediate effect and as a consequence of default claim the entire amount for the whole rental period still unpaid by the Customer under the Agreement immediately due and payable. In the event of such termination, the Customer agrees to immediately return the rental product subject to the Agreement to EDDYFI and agrees that EDDYFI may enter into the premises where the rental product is located and remove same. All costs and expenses, including legal fees incurred in execution of this section of the Agreement will be paid by the Customer. EDDYFI may at its discretion claim any interest on the outstanding amounts based on the statutory regulations.

26. FORCE MAJEURE: EDDYFI shall not be liable for any delay or failure to ship or provision of services if such delay or failure is caused by circumstance beyond EDDYFI control, including but not limited to labor dispute, strike, embargo, war, riot, insurrection, civil commotion, fire, flood, accident, storm, epidemic or any act of God, failure of supplies or transportation, governmental action or other causes beyond EDDYFI reasonable control.

27. CONFLICTING TERMS: In the case of conflict between the terms or conditions of Customer's order and the EDDYFI terms and conditions herein, EDDYFI terms and conditions shall apply.

28. APPLICABLE LAW: The applicable law for any disputes arising under this Agreement shall be determined according to the following table provided, which specifies the governing law and forum based on the Eddyfi entity identified in the quotation. Each party agrees to submit to the jurisdiction of the specified forum and agrees that the specified law shall govern the interpretation and enforcement of this Agreement, without application of conflict of laws statutes and at the exclusion of the Vienna Convention of the United Nations on the International Sale of Goods.

| Eddyfi Entity | Applicable Law | Competent Courts/Tribunals |
|---|---|---|
| Eddyfi Africa (Pty) Ltd | South Africa | Cape Town, South Africa |
| Eddyfi Australia Pty Ltd. | Australia | Western Australia, Australia |
| Eddyfi Tecnologias e Solucios Ltda | Brazil | São Paulo, Brazil |
| Eddyfi Canada Inc.<br>Pavemetrics Systems Inc. | Province of Quebec | Quebec City, Canada |
| Eddyfi Robotics Inc. | Province of British Columbia | Nanaimo, Canada |
| Eddyfi Corp. | Texas, USA | Harris County, Texas, USA |
| Eddyfi China Co Ltd | People's Republic of China | Chengdu, China |
| Eddyfi Europe SAS | France | Paris, France |
| Eddyfi Germany GmbH | Germany | Hambourg, Germany |
| Eddyfi UK Ltd<br>Senceive Ltd<br>Sisgeo S.R.L. | England and Wales | London, United Kingdom |
| Eddyfi International FZE | Dubai International Financial Centre | Dubai International Financial Centre |
| Eddyfi Singapore Pte. Ltd | Singapore | Singapore |
| Sisgeo Latinoamerica SAS | Colombia | Bogotá, Colombia |
| Huggenberger AG Pysik Instrumente | Switzerland | Horgen, Switzerland |

**ALL RENTALS ARE MADE PURSANT TO THESE TERMS AND CONDITIONS AND ANY TERMS IN THE QUOTATION DOCUMENT. ALL ORDERS ARE RECEIVED WITH THE UNDERSTANDING THAT THEY ARE PLACED UNDER THESE TERMS AND CONDITIONS AND APPLICABLE QUOTATION DOCUMENT. CONTRARY TERMS AND CONDITIONS CONTAINED IN A RENTAL ORDER OR ANY OTHER DOCUMENT ISSUED BY CUSTOMER ARE SPECIFICALLY EXCLUDED.**