

Agreement for the Sale of Products to Buyers through Chamfr

Zeus Industrial Products, Inc. ("Zeus") sells the products that it offers for sale through the Chamfr online marketplace at <https://chamfr.com> or any successor URL ("Products") to any buyer thereof ("Buyer") on the express condition that Buyer accepts and agrees to be bound by the terms and conditions set forth in this Agreement for the Sale of Products to Buyers through Chamfr ("Agreement"). By purchasing Products through Chamfr, Buyer accepts and agrees to be bound by the terms and conditions of this Agreement. Zeus reserves the right, in its sole and exclusive discretion, to revise this Agreement at any time without notice to Buyer. Buyer understands and acknowledges that it is Buyer's responsibility regularly to review this Agreement and take notice of any revisions hereto. Buyer's continued purchase of Products through Chamfr constitutes Buyer's acceptance of and agreement with the revised Agreement. No other modification of this Agreement will be binding on Zeus unless memorialized in a writing signed by Zeus and Buyer. This Agreement will prevail over any terms and conditions on any pre-printed forms or other documents transmitted by Zeus and Buyer hereunder. In the event of any conflict between this Agreement and Chamfr's website terms of service, this Agreement will control with respect to Products and any disputes related thereto.

Conditions of Purchase. Buyer agrees that Products are sold solely for Buyer's use in research and development, including the fabrication of prototypes, and not for any commercial purpose. Buyer is solely responsible for assessing the suitability of Products for Buyer's intended use. Buyer is expressly prohibited from reselling Products, directly or indirectly, to any third party. Buyer may not modify or analyze Products in any way, or otherwise attempt to determine the chemical composition, formula, structure or properties of Products, without the prior written consent of Zeus.

Orders. Each order placed by Buyer with Chamfr is subject to acceptance by Zeus. Zeus reserves the right, in its sole and exclusive discretion, to reject any order.

Warranty. Zeus warrants that, upon delivery, Products will conform to their technical specifications ("Specifications"). THE FOREGOING CONSTITUTES THE SOLE WARRANTY MADE BY ZEUS WITH RESPECT TO PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

Non-Conforming Products. Buyer will have fifteen (15) business days from the date a shipment is received to inspect Products and accept or, only if any Products do not conform to Specifications ("Non-Conforming Products"), reject Products. Buyer will be deemed to have accepted Products unless it provides Chamfr or Zeus written notice of Non-Conforming Products within two (2) business days following the fifteen- (15-) business day inspection period. The notice of Non-Conforming Products must state with specificity all alleged nonconformities and include any documentation or representative samples Zeus may reasonably require. If Buyer timely notifies Chamfr or Zeus of Non-Conforming Products, Zeus will have up to twenty (20) business days from the date of receipt of Buyer's notice of Non-Conforming Products to determine, in its reasonable discretion, whether Products are Non-Conforming Products. If Zeus determines that Products are Non-Conforming Products, Zeus will, at its sole option: (i) replace Non-Conforming Products with conforming

Products; or (ii) authorize Chamfr to refund the amount actually paid by Buyer for Non-Conforming Products. If Zeus exercises its option to replace Non-Conforming Products, Zeus will ship the replacement Products to Buyer at Zeus's expense and risk of loss. The remedies set forth in this section are Buyer's sole and exclusive remedies, and Zeus's entire liability, for the delivery of Non-Conforming Products.

Intellectual Property. Each party retains ownership of its Intellectual Property Rights and neither party grants to the other party any license in or to its Intellectual Property Rights, expressly or impliedly, by virtue of this Agreement. "Intellectual Property Rights" means any and all intellectual property rights, including copyrights, patent rights, trademark rights, know-how, trade secrets, and any other intangible proprietary rights, whether registered or unregistered, and whether arising by statute, contract, common law, or otherwise, that may exist anywhere in the world, and all applications for registration or issuance of any of the foregoing, all priority and convention rights in any of the foregoing, and all rights to file any such applications.

Confidentiality. If either party receives Confidential Information from the other party, the receiving party may not use such Confidential Information except in the performance of this Agreement, and must protect such Confidential Information from disclosure in the same manner as it protects its own confidential information using at least Commercially Reasonable Efforts. The receiving party may give Confidential Information only to those of its employees and agents who have a need to know and who are subject to obligations of confidentiality at least as stringent as those contained in this Agreement. This Agreement imposes no obligation upon the receiving party with respect to information that the receiving party can prove: (i) was in the receiving party's rightful possession on or before receipt from the disclosing party, free of any obligation to keep it confidential; (ii) is or becomes a matter of public knowledge through no action or inaction of the receiving party; or (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality. If the receiving party receives a request or demand to disclose all or any part of Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction or authorized governmental agency, the receiving party may comply with such request or demand only if the receiving party: (a) asserts the privileged and confidential nature of Confidential Information against the third party seeking disclosure; (b) promptly notifies the disclosing party in writing of any such requirement or order to disclose prior to disclosing Confidential Information; and (c) upon the disclosing party's request and at the disclosing party's expense, reasonably cooperates with the disclosing party to defend against any such disclosure and/or obtain a protective order narrowing the scope of such disclosure. Upon the expiration or earlier termination of this Agreement, or at any time upon the disclosing party's written request, the receiving party must destroy and provide written certification to the disclosing party of such destruction, or return to the disclosing party, all Confidential Information, including, without limitation, all memoranda, reports, analyses, notes and other tangible embodiments prepared by the receiving party based on or including the disclosing party's Confidential Information. Destruction or return of Confidential Information by the receiving party does not include expunging any copies that are securely stored in automated electronic backups. "Confidential Information" means information disclosed by either party that is marked "confidential" or similar legend, or, if not in written form, information that is identified as confidential at the time of disclosure, or information, whether or not marked or

identified as confidential at the time of disclosure, that the receiving party knows or should know is nonpublic, commercially sensitive, or trade secret and thus confidential.

Indemnification by Buyer. Buyer will indemnify, defend and hold harmless Zeus and its directors, officers, employees and agents from and against any Claim asserted by a third party, and any and all associated Losses, to the extent arising out of: (i) a breach of this Agreement by Buyer; (ii) Buyer's negligence or willful misconduct; or (iii) infringement of any Intellectual Property Right of a third party by any Buyer sub-assembly, device or product into which any Product is incorporated or that is manufactured using a Product. "Losses" means any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees. "Claim" means any claim, action, cause of action, suit, demand, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise.

LIMITATION OF LIABILITY. IN NO EVENT AND UNDER NO LEGAL THEORY—WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, STRICT LIABILITY OR OTHERWISE—WILL ZEUS BE LIABLE TO BUYER FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION, OR LOSS OF ANTICIPATED REVENUES, SAVINGS OR PROFITS) ARISING OUT OF THIS AGREEMENT OR BUYER'S PURCHASE OR USE OF PRODUCTS. IN NO EVENT WILL ZEUS'S LIABILITY TO BUYER FOR LOSSES ARISING OUT OF THIS AGREEMENT OR BUYER'S PURCHASE OR USE OF PRODUCTS EXCEED THE PRICE PAID BY BUYER FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

Force Majeure Event. Zeus will not be liable for any failure or delay in performance under this Agreement if such failure or delay is caused by any event or circumstance, regardless of whether it was foreseeable, that was not caused Zeus and prevents Zeus from meeting any of its obligations under this Agreement, including, but not limited to: acts of God; war; terrorism; riot or civil disorder; strike, lockout, or other labor trouble; government orders; failures of public utilities (including internet service providers) or common carriers; natural disaster (e.g., earthquake, tornado, wildfire, hurricane, flood) or extreme weather (e.g., storm, blizzard, drought, heat wave); or epidemic,

pandemic, or other public health crisis ("Force Majeure Event"). If affected by a Force Majeure Event, Zeus will promptly notify Buyer and use reasonable efforts to resume performance.

No Publicity. Neither party may issue any press release or otherwise publicize the parties' relationship or this Agreement, or use any trademark, service mark, trade dress or trade name of the other party for any purpose, without the prior written consent of the other party. The other party may withhold consent, or condition consent on certain restrictions, in its sole and exclusive discretion.

Compliance with Laws. Each party will at all times comply with all federal, state, local and foreign laws, regulations, rules, acts and orders applicable to this Agreement and such party's performance of its obligations hereunder.

Prohibition on Export/Re-Export. Buyer will not, directly or indirectly, export or re-export, or cause to be exported or re-exported, any Product, or any Buyer sub-assembly, device or product incorporating any Product, or manufactured using a Product, to any country for which the United States government or any agency thereof requires an export license or other approval without first obtaining such license or approval.

Miscellaneous. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. The failure of either party to require performance by the other party of any provision of this Agreement will in no way affect either party's full right to require such performance at any time thereafter. The provisions of this Agreement that by their nature extend beyond the expiration of this Agreement will survive such expiration. This Agreement is made under and will be construed according to the laws of the State of Delaware, excluding the conflicts of law rules thereof. The parties hereby consent to the exclusive jurisdiction of the state and federal courts sitting in New Castle County, Delaware with respect to any dispute arising under, or in connection with, this Agreement.

VERSION: 31/03/26