

General Conditions of Sale

Wattman USA Inc.

Effective Date: January 1, 2026

Governing Law: State of Florida

Jurisdiction: Lee County, Florida

Issuing Entity: Wattman USA Inc., Cape Coral, FL 33904

PART I | General Conditions of Sale

These General Conditions apply to every transaction between Wattman USA Inc. and Customer, regardless of whether the Assured Value Program (Part II) or Pre-Owned Brokerage Services (Part III) are involved.

Article 1 — Definitions

In these General Conditions, the following terms have the meanings set out below:

"Agreement" means the Order Confirmation together with these General Conditions and any applicable satellite documents incorporated by reference herein.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Wattman USA Inc., where "control" means ownership of more than fifty percent (50%) of the voting interests of such entity.

"Applicable Trade Costs" means import duties, tariffs, customs assessments, and trade-related charges applicable to the Products at the time of the applicable Order Confirmation, including the tariff classification, duty rate, and calculation methodology then in effect under United States federal law and applicable trade agreements. See Article 5A.1.

"AV Program" means the Assured Value Program as defined and governed by Part II of these General Conditions.

"Brokerage Agreement" means the per-transaction agreement governing Pre-Owned Brokerage Services under Part III of these General Conditions.

"Customer" or "Client" means the business entity identified as buyer in the applicable Order Confirmation. These General Conditions apply exclusively to business-to-business transactions. No consumer or retail transactions are governed herein.

"Delivery Date" means the estimated delivery date stated in the applicable Order Confirmation, subject to adjustment pursuant to Articles 6, 5A, and 12.

"Force Majeure Event" has the meaning given in Article 12.1.

"Net Product Price" means the purchase price of the Products as stated in the applicable Order Confirmation, exclusive of transport costs, taxes, duties, and the AV Program Fee where applicable.

"Order Confirmation" or "OC" means the written order confirmation issued by Wattman USA Inc. and accepted by Customer, which constitutes the binding agreement for the purchase of Products.

"Products" means the trackless train units and associated equipment described in the applicable Order Confirmation.

"Sales Order" means the purchase order or equivalent document issued by Customer referencing Products.

"Trade Measure Change" means any law, regulation, executive order, presidential proclamation, or governmental trade measure enacted, amended, or implemented after the date of the applicable Order Confirmation that (a) imposes new or additional import duties, tariffs, or customs assessments on the Products or their components; (b) modifies the basis on which existing import duties or tariffs are calculated; (c) results in the reclassification of the Products under any applicable harmonized tariff schedule; or (d) withdraws, suspends, or materially alters any trade agreement, preferential rate, or tariff exemption previously applicable to the Products. See Article 5A.2 for full scope.

"Trade-In Credit Redemption" has the meaning given in Article 24 of Part II.

"Transport Confirmation" means the written notice issued by Wattman USA Inc. to Customer confirming the definitive transport cost at the time of carrier booking, as described in Article 5B.3.

"WU Pre-Owned" means a pre-owned trackless train unit previously sold by Wattman USA Inc. and available for resale through the Pre-Owned Brokerage Program under Part III.

Article 2 — Applicability

2.1 Business-to-Business Only

These General Conditions govern exclusively business-to-business transactions. Wattman USA Inc. does not sell to consumers or end users acting outside the scope of a trade, business, or profession.

2.2 Battle of Forms

These General Conditions apply to all offers, quotations, and Order Confirmations issued by Wattman USA Inc. Any terms or conditions submitted by Customer that differ from or add to these General Conditions are hereby objected to and shall be of no force or effect, unless expressly accepted in writing by an authorized officer of Wattman USA Inc.

2.3 Entire Agreement

The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, representations, and negotiations, whether written or oral. The Agreement incorporates by reference: (a) the applicable Order Confirmation; (b) the AV Program Agreement and Enrollment Certificate, where the AV Program applies; (c) the Brokerage Agreement, where Pre-Owned Brokerage Services apply; and (d) the applicable Limited Warranty.

2.4 Severability

If any provision of these General Conditions is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace the invalid provision with a valid provision that most closely reflects the original intent.

Article 3 — Offers, Quotations, and Orders

3.1 Non-Binding Quotations

All quotations, proposals, and price lists issued by Wattman USA Inc. are non-binding invitations to treat and do not constitute offers capable of acceptance. No contract is formed until Wattman USA Inc. issues a written Order Confirmation.

3.2 Firm Offers

Where Wattman USA Inc. expressly designates a quotation as a "Firm Offer" in writing, such offer shall be binding for the period specified therein, or if no period is specified, for a period of fourteen (14) calendar days from the date of issue.

3.3 Acceptance Required

A Sales Order submitted by Customer constitutes an offer to purchase. No binding agreement is formed until Wattman USA Inc. issues a written Order Confirmation accepting such offer. Wattman USA Inc. reserves the right to decline any Sales Order at its sole discretion.

Article 4 — Agreements

4.1 Written Order Confirmation Required

All binding purchase agreements require a written Order Confirmation issued by Wattman USA Inc. and acknowledged by Customer. No oral agreement, course of dealing, or prior practice shall modify the terms of an executed Order Confirmation.

4.2 No Oral Modifications

No modification, amendment, or waiver of these General Conditions or any Order Confirmation shall be effective unless made in writing and signed by an authorized officer of each party. No course of performance or course of dealing shall constitute a modification.

4.3 Order of Precedence

In the event of conflict between these General Conditions and an Order Confirmation, the Order Confirmation shall prevail for the specific transaction to which it relates. In all other respects, these General Conditions govern.

Article 5 — Prices

5.1 Currency

All prices are stated in United States Dollars (USD) unless expressly stated otherwise in the applicable Order Confirmation. Where prices are agreed in a currency other than USD, all currency exchange risk is borne exclusively by Customer.

5.2 Price Adjustment Right Pre-Confirmation

Prices stated in quotations, proposals, or price lists are subject to change without notice prior to the issuance of an Order Confirmation. Wattman USA Inc. reserves the right to adjust any quoted price before issuing an Order Confirmation to reflect changes in costs, market conditions, or other factors. Once an Order Confirmation is issued, the Net Product Price stated therein is binding on both parties subject to Articles 5A and 5B.

5.3 Taxes

Prices do not include any applicable sales, use, excise, or similar taxes. Customer is responsible for all taxes, levies, and governmental charges imposed on or in connection with the transaction, other than taxes on the net income of Wattman USA Inc.

Article 5A — Import Duties, Tariffs, and Trade Measures

5A.1 Price Basis

The Net Product Price stated in any Order Confirmation is calculated on the basis of Applicable Trade Costs prevailing at the time such Order Confirmation is issued, including the applicable tariff classification, duty rate, and calculation methodology then in effect under United States federal law and applicable trade agreements.

5A.2 Trade Measure Change

If, after the date on which Customer remits the deposit payment specified in the applicable Order Confirmation, any governmental authority enacts, amends, or implements any Trade Measure Change, Wattman USA Inc. reserves the right to adjust the Net Product Price to reflect the documented increase in Applicable Trade Costs resulting directly from such Trade Measure Change. A Trade Measure Change includes without limitation:

- (a) the imposition of new or additional import duties, tariffs, or customs assessments on the Products or their components;
- (b) any modification to the basis on which existing import duties or tariffs are calculated, including any change from a metal-content-value methodology to a full customs value methodology;
- (c) any reclassification of the Products under any applicable harmonized tariff schedule; or
- (d) the withdrawal, suspension, or material alteration of any trade agreement, preferential rate, or tariff exemption previously applicable to the Products.

5A.3 Notice and Documentation

Wattman USA Inc. shall provide Customer with written notice of any price adjustment pursuant to Article 5A.2 as promptly as practicable after Wattman USA Inc. becomes aware of the applicable Trade Measure Change. All notices under this Article 5A shall be delivered in accordance with Article 18. The notice shall include:

- (a) identification of the Trade Measure Change by reference to the applicable law, regulation, executive order, or proclamation;
- (b) the effective date of such Trade Measure Change;
- (c) Wattman USA Inc.'s documented calculation of the resulting increase in Applicable Trade Costs; and
- (d) the adjusted Net Product Price.

5A.4 Effect of Deposit Payment — Order Confirmation and Non-Refundability

(a) **Deposit as Formal Order Confirmation.** Payment by Customer of the deposit amount specified in the applicable Order Confirmation constitutes formal confirmation of the order by Customer. From the moment of deposit payment, production of the Products is initiated and Wattman USA Inc. incurs non-recoverable obligations to its manufacturer. Accordingly, the deposit is non-refundable under all circumstances from the moment of payment, including in the event of a Trade Measure Change.

(b) **No Cancellation Right Post-Deposit.** Where a Trade Measure Change occurs after Customer has remitted the deposit payment, Customer shall have no right of cancellation under this Article 5A or otherwise in connection with a Trade Measure Change. A price adjustment pursuant to this Article 5A shall not constitute a breach of the applicable Order

Confirmation for purposes of Article 16. Upon receipt of Wattman USA Inc.'s notice pursuant to Article 5A.3, Customer shall accept the adjusted Net Product Price within ten (10) business days of receipt of such notice. Failure to respond within such period shall be deemed acceptance of the adjusted Net Product Price. The adjusted amount shall be due and payable in accordance with the payment terms of the applicable Order Confirmation.

(c) Pre-Deposit Window. Where a Trade Measure Change occurs after Wattman USA Inc. has issued a quotation or proposal to Customer but before Customer has remitted the deposit payment, Wattman USA Inc. reserves the right to adjust the quoted or confirmed price prior to deposit receipt to reflect the documented increase in Applicable Trade Costs. Wattman USA Inc. shall notify Customer of any such adjustment in writing in accordance with Article 18. Customer may, within five (5) business days of receipt of such notice, either (i) remit the deposit at the adjusted Net Product Price, whereupon the order shall be confirmed on the adjusted terms; or (ii) withdraw from the transaction without liability by written notice to Wattman USA Inc., whereupon any amounts paid prior to deposit shall be refunded in full within thirty (30) calendar days. Failure to respond within five (5) business days shall be deemed acceptance of the adjusted Net Product Price.

(d) Production Status Certification. Upon Customer's written request made within three (3) business days of receipt of Wattman USA Inc.'s notice, Wattman USA Inc. shall provide written certification confirming whether Customer's deposit has been received and whether production has commenced. Such certification shall be binding for purposes of determining Customer's rights under this Article 5A.4.

5A.5 Limitation on Adjustment

Any price adjustment under this Article 5A shall be limited to the documented increase in Applicable Trade Costs directly attributable to the Trade Measure Change and shall not exceed the actual additional cost incurred by Wattman USA Inc. in connection with the importation of the affected Products. This Article 5A shall not be used to adjust the Net Product Price for general market price fluctuations, currency movements, or increases in Wattman USA Inc.'s operational costs unrelated to a Trade Measure Change, except to the extent that such costs are themselves directly caused by a Trade Measure Change.

5A.6 Relationship to Other Articles

(a) Relationship to Force Majeure. Nothing in this Article 5A limits Wattman USA Inc.'s rights under Article 12 (Force Majeure). Wattman USA Inc. may invoke Article 12 independently of or concurrently with this Article 5A where the applicable circumstances satisfy the requirements of both provisions. In the event of conflict between this Article 5A and Article 12 with respect to a Trade Measure Change, this Article 5A shall prevail.

(b) Relationship to Article 6 (Delivery). Where Wattman USA Inc. issues a valid notice of a Trade Measure Change pursuant to Article 5A.3, any delivery timeline stated in the applicable Order Confirmation shall be tolled for the duration of the period from the date of such notice until the Trade Measure Change is resolved, either by Customer's acceptance of the adjusted Net Product Price or by the resolution of the underlying governmental measure. During such tolling period, the one hundred eighty (180) day late delivery cancellation right and full refund entitlement under Article 6 shall be suspended and shall not accrue. The parties shall cooperate in good faith to minimize any resulting delivery delay.

Article 5B — Transport Cost Estimation and Confirmation

5B.1 Indicative Transport Cost

Where transport costs are stated separately in a quotation or Order Confirmation, such amounts constitute indicative estimates only, based on carrier rates, fuel surcharges, and logistical conditions prevailing at the time of quotation. Transport cost estimates do not form part of the fixed Net Product Price and are expressly subject to confirmation pursuant to this Article 5B.

5B.2 Transport Procurement Service

Where Wattman USA Inc. arranges transport on behalf of Customer, Wattman USA Inc. does so as a procurement convenience and not as a transport or logistics provider. All transport is contracted directly with third-party carriers. Wattman USA Inc. charges an administrative fee of USD 250 per shipment for this service, which covers coordination, documentation, and carrier management. This fee is earned upon booking of transport and is non-refundable thereafter.

5B.3 Price Confirmation at Booking

The definitive transport cost is determined at the time Wattman USA Inc. books the applicable carrier, which occurs when the Products are ready for shipment. At that time, Wattman USA Inc. shall provide Customer with a Transport Confirmation in accordance with Article 18. The Transport Confirmation shall state the definitive transport cost and shall be accompanied by documentary evidence of the carrier's booking confirmation or quotation supporting such cost.

5B.4 Tolerance and Pass-Through

- (a) **Within Tolerance.** Where the definitive transport cost does not exceed the indicative estimate stated in the Order Confirmation by more than ten percent (10%), the definitive cost shall apply automatically. Wattman USA Inc. shall absorb any cost difference between the indicative estimate and the definitive cost up to such ten percent (10%) threshold. No further Customer approval is required.
- (b) **Exceeding Tolerance.** Where the definitive transport cost exceeds the indicative estimate by more than ten percent (10%), Wattman USA Inc. shall notify Customer in the Transport Confirmation and Customer shall have five (5) business days from receipt of such notice to elect one of the following options:
- (i) **Option A — WU-Arranged Transport.** Customer accepts the definitive transport cost as confirmed by Wattman USA Inc., plus the USD 250 administrative fee. Wattman USA Inc. shall proceed to arrange delivery in accordance with the applicable Order Confirmation. Payment of the definitive transport cost shall be due in accordance with the payment terms of the Order Confirmation; or
 - (ii) **Option B — Customer-Arranged Transport.** Customer elects to arrange its own transport, in which case Wattman USA Inc. shall make the Products available for collection at the shipping point identified in the Order Confirmation on a date to be mutually agreed. In such event, the USD 250 administrative fee shall not apply. Risk of loss shall transfer in accordance with Article 6 of these General Conditions. Wattman USA Inc. shall have no further obligation with respect to transport, insurance, or delivery.

(c) Failure to Respond. Failure by Customer to elect an option within five (5) business days of receipt of the Transport Confirmation shall be deemed acceptance of Option A at the definitive transport cost confirmed by Wattman USA Inc.

5B.5 Causes of Transport Cost Variation

Transport cost variations may result from, without limitation, fuel surcharges, carrier rate adjustments, geopolitical events affecting international shipping routes or capacity, port congestion, container availability, and applicable regulatory charges. Wattman USA Inc. shall have no liability to Customer for transport cost increases attributable to such factors, except to the extent that such increases result from a Trade Measure Change, in which case Article 5A shall govern the applicable portion of the cost increase.

5B.6 No Delay in Production

The transport confirmation process under this Article 5B shall not affect production timelines. Products will be produced in accordance with the Order Confirmation regardless of whether transport arrangements have been finalized.

5B.7 Relationship to Article 5A

Transport cost variations governed by this Article 5B are distinct from Trade Measure Changes governed by Article 5A. Where a transport cost increase is attributable to a Trade Measure Change as defined in Article 5A, Article 5A shall prevail with respect to that portion of the cost increase.

Article 6 — Delivery and Risk of Loss

6.1 Delivery Terms

Unless otherwise stated in the applicable Order Confirmation, delivery is FOB shipping point (Incoterms 2020). Risk of loss and title to the Products pass to Customer upon delivery to the first carrier at the shipping point. Where Customer elects Option B under Article 5B.4(b)(ii), risk of loss transfers at the time of collection by Customer or Customer's designated carrier.

6.2 Estimated Delivery Date

Delivery dates stated in Order Confirmations are estimates only and are not guarantees. Wattman USA Inc. shall use commercially reasonable efforts to meet estimated delivery dates. Time is not of the essence with respect to delivery unless expressly stated as such in the Order Confirmation.

6.3 Late Delivery Remedy

If Wattman USA Inc. fails to deliver the Products within one hundred eighty (180) days after the estimated Delivery Date stated in the Order Confirmation, and such failure is not attributable to a Force Majeure Event under Article 12 or a Trade Measure Change under Article 5A, Customer may cancel the Order Confirmation by written notice to Wattman USA Inc. and shall be entitled to a full refund of all amounts paid in respect of such order within thirty (30) calendar days of cancellation. This remedy is Customer's sole and exclusive remedy for late delivery.

6.4 Tolling During Force Majeure and Trade Measure Change

The one hundred eighty (180) day period in Article 6.3 shall be tolled and shall not accrue during any period in which a Force Majeure Event under Article 12 or a Trade Measure

Change under Article 5A is active and has been notified to Customer in accordance with the applicable article. See also Article 5A.6(b).

6.5 Storage

If Customer fails to take delivery of the Products within fourteen (14) days after Wattman USA Inc. has notified Customer that the Products are ready for delivery, Wattman USA Inc. may place the Products in storage at Customer's risk and expense at a rate of USD 100 per day per unit until delivery is completed or the Order Confirmation is terminated.

Article 7 — Security Interest

7.1 Purchase Money Security Interest

Wattman USA Inc. retains a purchase money security interest (PMSI) in all Products sold until full payment of the purchase price and all associated charges has been received. Customer hereby authorizes Wattman USA Inc. to file a UCC-1 financing statement in all appropriate jurisdictions to perfect such security interest.

7.2 Cooperation

Customer shall execute and deliver such further documents and instruments as Wattman USA Inc. may reasonably request to perfect, maintain, or enforce its security interest in the Products.

Article 8 — Payment

8.1 Payment Terms

Payment terms are as stated in the applicable Order Confirmation. Unless otherwise agreed in writing, the deposit is due upon execution of the Order Confirmation and the balance is due prior to or upon delivery. All payments are due in USD.

8.2 Non-Refundable Deposit

The deposit amount specified in the applicable Order Confirmation is non-refundable from the moment of payment, as it triggers production and non-recoverable manufacturer commitments. See also Article 5A.4(a).

8.3 Late Payment Interest

Amounts not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted under Florida law, whichever is lower, from the due date until the date of actual payment.

8.4 Acceleration

If Customer fails to make any payment when due, Wattman USA Inc. may, upon five (5) days written notice and cure period, declare all outstanding amounts immediately due and payable.

Article 9 — Retention of Title

9.1 Title Retention

Title to the Products remains with Wattman USA Inc. until full payment of the Net Product Price and all associated charges, duties, and transport costs has been received in cleared funds. Article 7 supplements this retention of title provision.

9.2 Insurance

From the date of delivery, Customer shall maintain adequate insurance covering the Products against loss, theft, and damage. Wattman USA Inc. shall be named as loss payee on such insurance until title passes to Customer.

9.3 AV Program Finance

Where the Products are financed through a finance partner in connection with the AV Program, the rights of such finance partner with respect to title and security are governed by Article 22 of Part II.

Article 10 — Warranties

10.1 Manufacturer Warranty Pass-Through

New Products are covered by the manufacturer's limited warranty in effect at the time of delivery ("Manufacturer Warranty"). Wattman USA Inc. passes through the Manufacturer Warranty to Customer to the extent permitted by the manufacturer. Wattman USA Inc. is not the warrantor under the Manufacturer Warranty and makes no independent warranty commitments with respect to new Products, except as provided in Article 23 of Part II where the AV Program applies.

10.2 AS IS Disclaimer

EXCEPT FOR THE MANUFACTURER WARRANTY PASS-THROUGH IN ARTICLE 10.1 AND THE AV EXTENDED WARRANTY IN ARTICLE 23 OF PART II, WATTMAN USA INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." THIS DISCLAIMER IS MADE IN ACCORDANCE WITH FLORIDA STATUTES SECTION 672.316.

10.3 Acceptance Acknowledgment

By accepting delivery of the Products, Customer acknowledges that it has had a reasonable opportunity to inspect the Products and accepts them in their delivered condition, subject to the latent defect exception in Article 10.4.

10.4 Latent Defects

Customer shall notify Wattman USA Inc. in writing of any latent defects discovered within forty-eight (48) hours of discovery. Claims not notified within this period are waived.

10.5 Parts Substitution

Wattman USA Inc. reserves the right to substitute equivalent parts and components in the Products where original parts become unavailable, provided that such substitutions do not materially affect the performance or safety specifications of the Products. Unauthorized modifications by Customer void the Manufacturer Warranty on affected systems. See Article 13.

10.6 Warranty Abuse

Where Wattman USA Inc. determines, in its reasonable judgment, that warranty claims are fraudulent, exaggerated, or abusive, Wattman USA Inc. reserves the right to recover costs incurred in investigating and responding to such claims on a per-unit basis.

Article 11 — Limitation of Liability

11.1 Liability Cap

WATTMAN USA INC.'S TOTAL LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL CONDITIONS OR ANY ORDER CONFIRMATION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT OF CUSTOMER'S APPLICABLE INSURANCE COVERAGE FOR THE CLAIM IN QUESTION; OR (B) USD 75,000. WATTMAN USA INC. RESERVES THE RIGHT TO VERIFY CUSTOMER'S INSURANCE COVERAGE AT ANY TIME.

11.2 Consequential Damages Exclusion

IN NO EVENT SHALL WATTMAN USA INC. BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF WATTMAN USA INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Gross Negligence Exception

The limitations in Articles 11.1 and 11.2 shall not apply to claims arising from the gross negligence or willful misconduct of Wattman USA Inc.

11.4 AV Program

The liability limitations in this Article 11 are modified for AV Program-related claims as set forth in Article 29 of Part II.

Article 12 — Force Majeure

12.1 Definition

A "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party, including without limitation: acts of God; natural disasters; pandemics or epidemics; war, armed conflict, or terrorism; civil unrest or riots; actions of governmental authorities, including embargoes, sanctions, export restrictions, or regulatory changes; labor disputes or strikes not involving the affected party's employees; failures of third-party infrastructure; and any other event that could not reasonably have been anticipated or

mitigated. For the avoidance of doubt, Trade Measure Changes as defined in Article 5A may constitute Force Majeure Events where their impact satisfies the requirements of this Article 12, and Wattman USA Inc. may invoke Article 5A and Article 12 independently or concurrently. Where both articles apply to the same Trade Measure Change, Article 5A prevails.

12.2 Effect

A Force Majeure Event tolls the obligations of the affected party for the duration of the event. The delivery timeline under Article 6 shall be extended by the duration of any Force Majeure Event affecting delivery. The affected party shall notify the other party in writing in accordance with Article 18 as promptly as practicable after becoming aware of a Force Majeure Event, stating the nature of the event and the expected duration.

12.3 Mitigation

The affected party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume performance as soon as practicable.

12.4 Termination Right

If a Force Majeure Event prevents performance for more than ninety (90) consecutive days, Wattman USA Inc. may terminate the affected Order Confirmation by written notice to Customer. In such event, Wattman USA Inc. shall refund to Customer the deposit paid in respect of the affected order, less any non-recoverable costs incurred by Wattman USA Inc. prior to the date of termination notice, within thirty (30) calendar days.

12.5 AV Program

The effect of Force Majeure Events on the AV Program is governed by Article 28 of Part II.

Article 13 — Intellectual Property

13.1 IP Retention

All intellectual property rights in the Products, including patents, designs, trademarks, and trade secrets, remain vested in the manufacturer or Wattman USA Inc. as applicable. No transfer of intellectual property rights is implied by the sale of Products.

13.2 Limited Use License

Wattman USA Inc. grants Customer a limited, non-exclusive, non-transferable license to operate the Products for their intended commercial purpose in accordance with the applicable operator manual.

13.3 Modifications

Customer shall not modify, alter, reverse engineer, or disassemble the Products without the prior written consent of Wattman USA Inc. Unauthorized modifications to the structural, electrical, drivetrain, or safety systems of the Products void the Manufacturer Warranty with respect to the affected systems and may void the AV Program eligibility under Article 25 of Part II.

Article 14 — Limitation of Actions

14.1 One-Year Limitation

Any action arising out of or in connection with these General Conditions or any Order Confirmation must be commenced within one (1) year from the date on which the cause of action accrued, in accordance with Florida Uniform Commercial Code Section 672.725. Claims not commenced within this period are permanently barred.

14.2 AV Program Exception

The limitation period for claims arising under the AV Program is governed by Article 29 of Part II.

Article 15 — Indemnification and Hold Harmless

15.1 Customer Indemnification

Customer shall defend, indemnify, and hold harmless Wattman USA Inc. and its officers, directors, employees, agents, and Affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) Customer's breach of these General Conditions or any Order Confirmation; (b) Customer's negligence or willful misconduct; (c) Customer's use, operation, or maintenance of the Products; or (d) Customer's unauthorized modification of the Products.

15.2 Gross Negligence Carve-Out

The indemnification obligation in Article 15.1 does not apply to the extent that any claim arises from the gross negligence or willful misconduct of Wattman USA Inc.

15.3 Duty to Defend

Customer's indemnification obligation includes a duty to defend Wattman USA Inc. against indemnified claims, at Customer's expense, using counsel reasonably acceptable to Wattman USA Inc.

15.4 Survival

The indemnification obligations in this Article 15 survive the termination or expiration of these General Conditions and any Order Confirmation.

Article 16 — Termination

16.1 Cancellation by Customer — Pre-Production

Where Customer seeks to cancel an Order Confirmation prior to deposit payment, Customer shall pay a cancellation fee of ten percent (10%) of the Net Product Price, or Wattman USA Inc.'s actual documented costs incurred to the date of cancellation, whichever is greater, subject to a minimum fee of five percent (5%) of the Net Product Price.

16.2 Cancellation by Customer — Post-Deposit

Once Customer has remitted the deposit, the deposit is non-refundable as set out in Article 8.2 and Article 5A.4(a). Customer may cancel the Order Confirmation in writing, but shall not be entitled to any refund of the deposit. A price adjustment issued pursuant to Article 5A shall not constitute a basis for cancellation under this Article 16.

16.3 Termination for Cause by Wattman USA Inc.

Wattman USA Inc. may terminate any Order Confirmation for cause upon ten (10) days written notice to Customer if Customer: (a) fails to make any payment when due and does not cure such failure within the notice period; (b) materially breaches any provision of these General Conditions; or (c) provides false or materially misleading information in connection with any order.

16.4 Termination for Insolvency

Wattman USA Inc. may terminate any Order Confirmation immediately upon written notice if Customer becomes insolvent, makes a general assignment for the benefit of creditors, or becomes subject to any bankruptcy, receivership, or similar proceeding.

16.5 AV Program

Termination of AV Program participation is governed by Article 27 of Part II.

Article 17 — Jurisdiction, Governing Law, and Dispute Resolution

17.1 Governing Law

These General Conditions and all Order Confirmations are governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

17.2 Forum Selection

The parties consent to the exclusive jurisdiction of the state and federal courts located in Lee County, Florida for all disputes arising out of or in connection with these General Conditions or any Order Confirmation.

17.3 Mandatory Mediation

Before commencing any legal action, the parties shall first attempt to resolve any dispute through good faith negotiation for a period of thirty (30) days. If the dispute is not resolved through negotiation, the parties shall submit to non-binding mediation in Lee County, Florida, with costs shared equally, before proceeding to litigation.

17.4 JURY TRIAL WAIVER

EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL CONDITIONS OR ANY ORDER CONFIRMATION. EACH PARTY REPRESENTS THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH OR THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

17.5 Class Action Waiver

Each party waives any right to commence or participate in any class action or collective proceeding arising out of or in connection with these General Conditions or any Order Confirmation.

17.6 Injunctive Relief

Notwithstanding the foregoing, either party may seek emergency injunctive or other equitable relief from any court of competent jurisdiction without first submitting to mediation.

Article 18 — Notices

18.1 Notice Methods

All notices, requests, consents, and other communications required or permitted under these General Conditions shall be in writing and shall be delivered by: (a) personal delivery (effective upon delivery); (b) overnight courier service (effective the next business day after deposit); (c) certified mail, return receipt requested (effective three business days after mailing); or (d) email with confirmation of receipt (effective upon confirmed receipt). Notices to Wattman USA Inc. shall be sent to: Wattman USA Inc., Cape Coral, FL 33904, Attn: Chief Executive Officer, email: as stated in the applicable Order Confirmation.

Article 19 — Assignment

19.1 Customer Restriction

Customer may not assign, transfer, or delegate any rights or obligations under these General Conditions or any Order Confirmation without the prior written consent of Wattman USA Inc., which consent shall not be unreasonably withheld. Any attempted assignment in violation of this provision is void.

19.2 Wattman USA Inc. Assignment

Wattman USA Inc. may assign its rights and obligations under these General Conditions or any Order Confirmation to any Affiliate or to any successor entity in connection with a merger, acquisition, or sale of substantially all of its assets, without Customer's consent.

Article 20 — No Waiver

No failure or delay by Wattman USA Inc. in exercising any right, power, or remedy shall operate as a waiver thereof. No waiver of any breach or default shall be effective unless made in writing and signed by an authorized officer of Wattman USA Inc. No single or partial exercise of any right, power, or remedy shall preclude any other or further exercise thereof. No waiver of any particular breach shall be deemed a waiver of any subsequent breach.

Article 21 — Data Use and Privacy

21.1 Permitted Uses

Wattman USA Inc. may collect and use Customer data for the following purposes: (a) processing and fulfilling orders; (b) managing the customer relationship and communication; (c) AV Program administration; (d) warranty management and service coordination; (e) compliance with legal obligations; and (f) internal business analytics and product improvement.

21.2 No Sale of Data

Wattman USA Inc. shall not sell, rent, or transfer Customer data to third parties for marketing purposes without Customer's express written consent.

21.3 Breach Notification

In the event of a data breach affecting Customer's personal or business information, Wattman USA Inc. shall notify Customer in accordance with the requirements of the Florida Information Protection Act (FIPA) and any other applicable law.

PART II | Assured Value Program

Part II governs the Assured Value Program (AV Program) offered by Wattman USA Inc. to qualifying Customers. Part II supplements Part I and prevails over Part I for AV Program-specific matters. Where Part II is silent, Part I applies.

Article 22 — AV Program — Scope and Applicability

22.1 Geographic Scope

The AV Program is available exclusively for Products operated within the forty-eight (48) contiguous United States and the District of Columbia. Products operated outside this territory are not eligible.

22.2 Non-Transferability

AV Program enrollment is personal to the enrolling Customer and is not transferable to any third party, including any buyer of the Product in a subsequent sale, except as provided in Article 22.3.

22.3 Finance Partner Rights

Where the purchase of a Product is financed through a finance partner approved by Wattman USA Inc., the finance partner's operational user rights with respect to the AV Program shall be as set forth in the applicable AV Program Agreement and Enrollment Certificate.

Article 23 — AV Extended Warranty

23.1 Coverage Period

Wattman USA Inc. provides an extended warranty for AV Program-enrolled Products covering months 25 through 48 from the date of delivery ("Extended Warranty Period"). This extended warranty is a separate and independent obligation of Wattman USA Inc. and constitutes an express exception to the AS IS disclaimer in Article 10.2.

23.2 Warranty Terms

The scope and terms of the Extended Warranty are as set forth in the applicable AV Program Agreement and Enrollment Certificate. The version of the manufacturer's warranty in effect at the time of AV Program enrollment is locked for the duration of the Extended Warranty Period.

23.3 Battery Exclusion

Battery packs are excluded from the Extended Warranty. Battery performance is subject to the battery deduction schedule set forth in Article 25.

23.4 Parts Substitution

Article 10.5 (Parts Substitution) applies to the Extended Warranty. Wattman USA Inc. reserves the right to use equivalent substitute parts during the Extended Warranty Period.

Article 24 — Trade-In Guarantee

24.1 Guaranteed Trade-In Values

Subject to the eligibility conditions in Article 25 and the process in Article 26, Wattman USA Inc. guarantees the following trade-in credit values based on the Net Product Price of the original purchase: (a) thirty-five percent (35%) where trade-in is exercised between months 36 and 48 from delivery; and (b) twenty-five percent (25%) where trade-in is exercised between months 49 and 60 from delivery.

24.2 Trade-In Credit Redemption

The Trade-In Credit Redemption may only be applied toward the purchase of an equal or higher value Wattman USA Inc. product. No cash payout is available. Any excess trade-in credit value above the purchase price of the replacement product is forfeited.

24.3 Financed Products

Where the original Product was financed, the Trade-In Credit Redemption is applied first to satisfy any outstanding loan balance with the finance partner, with the remainder applied to the replacement purchase price.

24.4 Expiration

Trade-in rights not exercised within the applicable window expire and are forfeited without compensation. Wattman USA Inc. shall provide Customer with ninety (90) days written notice before expiration of the applicable trade-in window.

Article 25 — AV Program — Eligibility Conditions

To remain eligible for the AV Program, Customer must at all times comply with all of the following conditions:

- (a) The Product must retain its original parts and components as delivered, except for normal wear items and authorized warranty repairs.
- (b) No unauthorized modifications to the structural, electrical, drivetrain, or safety systems of the Product have been made. See Article 13.
- (c) The Product must be maintained in good operating condition in accordance with the manufacturer's maintenance schedule.
- (d) The Product must be operated within the forty-eight (48) contiguous United States and the District of Columbia.
- (e) Customer must be in good financial standing with Wattman USA Inc. with no outstanding overdue amounts.
- (f) Customer must maintain adequate insurance on the Product. Total loss of the Product terminates AV Program eligibility.
- (g) Battery capacity must be at or above seventy percent (70%) of original rated capacity. Battery capacity below seventy percent (70%) is subject to a deduction from the Trade-In Credit Redemption as set forth in the AV Program Agreement.

Article 26 — Trade-In Process

26.1 Request

Customer shall submit a written trade-in request to Wattman USA Inc. in accordance with Article 18 during the applicable trade-in window.

26.2 Valuation

Wattman USA Inc. shall confirm the trade-in credit value within fifteen (15) business days of receipt of Customer's request, subject to inspection.

26.3 Dispute

Customer may dispute Wattman USA Inc.'s valuation within thirty (30) days by written notice. The parties shall negotiate in good faith to resolve the dispute within such period. The trade-in window is tolled during any ongoing valuation dispute.

26.4 Collection

Wattman USA Inc. is responsible for packing, transport, and insurance of the traded-in Product from Customer's location. Customer is responsible for loading the Product in accordance with Wattman USA Inc.'s instructions.

26.5 Title Transfer

Title to the traded-in Product transfers to Wattman USA Inc. at the time of collection. Any damage occurring during loading by Customer is Customer's responsibility.

Article 27 — AV Program — Cancellation

27.1 Cancellation Grounds with Cure

Wattman USA Inc. may cancel AV Program enrollment upon thirty (30) days written notice with opportunity to cure for: (a) Customer's failure to maintain the Product in accordance with Article 25; (b) Customer's failure to maintain required insurance; or (c) Customer's outstanding overdue amounts to Wattman USA Inc.

27.2 Immediate Cancellation Grounds

Wattman USA Inc. may cancel AV Program enrollment immediately upon written notice for: (a) warranty abuse as defined in Article 10.6; (b) relocation of the Product outside the eligible territory; (c) total loss of the Product; (d) unauthorized structural, electrical, or drivetrain modifications in violation of Article 13; (e) Customer's insolvency; or (f) Customer's material misrepresentation in connection with the AV Program enrollment.

Article 28 — Force Majeure — AV Program

Where a Force Majeure Event as defined in Article 12.1 prevents or materially impairs Wattman USA Inc.'s ability to perform its obligations under the AV Program, including trade-in collection or Extended Warranty service, the trade-in window applicable to Customer shall be extended by up to twelve (12) months. The trade-in credit percentages set forth in Article

24.1 shall remain unchanged during any such extension. Wattman USA Inc. shall notify Customer of any AV Program Force Majeure Event in accordance with Article 18.

Article 29 — AV Program — Relationship to Part I

Part II prevails over Part I for all matters specific to the AV Program. The following Part I provisions are modified or supplemented for AV Program purposes:

- (a) Article 11 (Limitation of Liability): The liability cap and consequential damages exclusion in Article 11 do not apply to Wattman USA Inc.'s Extended Warranty obligations under Article 23, which are governed by the AV Program Agreement.
 - (b) Article 14 (Limitation of Actions): Claims arising under the AV Extended Warranty must be commenced within two (2) years from the date on which the Extended Warranty Period expires.
 - (c) Article 16 (Termination): AV Program cancellation is governed exclusively by Article 27 and survives the termination of the underlying Order Confirmation.
 - (d) Article 17 (Dispute Resolution): All AV Program disputes are resolved through the dispute resolution process in Article 17.
 - (e) Insolvency Termination: AV Program enrollment terminates automatically upon Customer's insolvency.
-

PART III | Pre-Owned Brokerage Services

Part III governs Wattman USA Inc.'s Pre-Owned Brokerage Services. In this role, Wattman USA Inc. acts exclusively as a broker and not as a dealer, buyer, or seller of pre-owned Products. Part III supplements Part I and prevails over Part I for brokerage-specific matters.

Article 30 — Brokerage — Scope and Applicability

30.1 Broker-Not-Dealer

Wattman USA Inc. acts exclusively as broker in all Pre-Owned Brokerage transactions. Wattman USA Inc. is not the seller, buyer, owner, or dealer of any pre-owned Product listed through the brokerage program. Title passes directly from Seller to Buyer. Wattman USA Inc. is not a party to the sale transaction between Seller and Buyer.

30.2 Seller Pricing Authority

The listing price of any pre-owned Product is determined by Seller. Wattman USA Inc. may provide guidance on market pricing but has no authority to bind Seller to any price.

30.3 As-Is Basis

All pre-owned Products are sold on an as-is basis unless otherwise expressly agreed in writing between Seller and Buyer. No manufacturer warranty or AV Program rights are transferred through a pre-owned sale unless separately documented.

30.4 B2B Only

The Pre-Owned Brokerage Program is available exclusively to business entities. Wattman USA Inc. does not broker sales to consumers or private individuals.

Article 31 — Brokerage Agreement

31.1 Required Elements

Each brokerage engagement requires a separate Brokerage Agreement between Seller and Wattman USA Inc. covering: (a) unit identification and condition; (b) listing price; (c) brokerage fee structure; (d) listing period; (e) Seller representations and warranties; (f) inspection authorization; and (g) exclusivity terms.

31.2 Seller Representations

Seller represents and warrants that: (a) Seller has clear, unencumbered title to the Product; (b) Seller has full authority to sell the Product; (c) all information provided about the Product is accurate and complete; and (d) Seller has disclosed all known defects and material facts relating to the Product's condition.

31.3 Wattman USA Inc. Discretion

Wattman USA Inc. reserves the right to decline to list any pre-owned Product at its sole discretion.

Article 32 — Listing and Marketing

32.1 Review Period

Wattman USA Inc. shall have sixty (60) days from receipt of complete listing information to review and approve the listing.

32.2 Listing Fee Earned

The brokerage fee is earned upon the earlier of: (a) completion of a sale during the one hundred eighty (180) day listing period; or (b) introduction of a qualifying buyer during the listing period who subsequently purchases the Product.

32.3 Anti-Circumvention

If Seller completes a sale to a buyer introduced by Wattman USA Inc. within one hundred eighty (180) days after the expiration or termination of the Brokerage Agreement, the brokerage fee remains payable to Wattman USA Inc. as if the sale had occurred during the listing period.

Article 33 — Inspection

Wattman USA Inc. may arrange an independent third-party inspection of the listed Product. The cost of inspection is borne by Buyer. The inspection report supplements but does not replace Buyer's independent due diligence. Wattman USA Inc. makes no representation as to the accuracy or completeness of any inspection report.

Article 34 — Offer and Negotiation

Wattman USA Inc. acts as a neutral intermediary in all offer and negotiation processes. Each offer submitted through Wattman USA Inc. shall include: (a) Buyer's identity and contact information; (b) offered purchase price; (c) proposed payment terms; (d) proposed delivery terms; (e) any conditions; and (f) an explicit as-is acknowledgment where applicable. Wattman USA Inc. shall transmit offers to Seller without modification and has no authority to accept or reject offers on Seller's behalf.

Article 35 — Closing and Title Transfer

35.1 Closing Documents

Closing of a brokerage transaction requires execution of: (a) a Bill of Sale between Seller and Buyer; (b) Buyer's payment confirmation; (c) Seller's title release; and (d) any applicable lien releases.

35.2 Escrow Recommendation

For transactions exceeding USD 25,000, Wattman USA Inc. recommends the use of a neutral escrow arrangement. Escrow arrangements are solely at the discretion and expense of the parties.

35.3 Direct Title Transfer

Title to the pre-owned Product passes directly from Seller to Buyer. Wattman USA Inc. is not a party to the title transfer and assumes no liability for title defects.

35.4 Seller Lien Indemnification

Seller indemnifies Buyer and Wattman USA Inc. against any claims arising from undisclosed liens, encumbrances, or competing claims on the Product's title.

Article 36 — Transport and Delivery

36.1 Buyer-Arranged Transport

Buyer is responsible for arranging transport of the pre-owned Product from Seller's location unless Wattman USA Inc. expressly agrees in writing to coordinate transport.

36.2 WU-Coordinated Transport

Where Wattman USA Inc. coordinates transport on behalf of the parties, transport is arranged with a licensed carrier maintaining a minimum of USD 100,000 in cargo insurance. Transport costs are borne by Buyer unless otherwise agreed.

36.3 Risk Allocation

Loading risk is borne by Seller. Unloading risk is borne by Buyer. Risk of loss during transit is governed by the applicable transport documentation and Incoterms agreed between Seller and Buyer.

36.4 Damage Notice

Buyer must notify Wattman USA Inc. and Seller of any transit damage within twenty-four (24) hours of delivery. Claims not notified within this period are waived.

Article 37 — Brokerage Fees and Payment

37.1 Fee Structure

Brokerage fees are as specified in the applicable Brokerage Agreement. Fees are not stated in these General Conditions and may vary by transaction.

37.2 Fee Revision

Wattman USA Inc. reserves the right to revise its standard brokerage fee schedule with thirty (30) days written notice. Fee revisions do not affect Brokerage Agreements already in force.

37.3 Late Payment

Late payment of brokerage fees is subject to the interest provisions of Article 8.3.

Article 38 — Brokerage — Relationship to Part I

Part III prevails over Part I for all matters specific to Pre-Owned Brokerage Services. The following Part I provisions are modified for brokerage purposes:

(a) Article 11 (Limitation of Liability): Wattman USA Inc.'s total liability in any brokerage transaction is limited to the brokerage success fee earned for that transaction.

(b) Article 15 (Hold Harmless): Seller's representations and warranties in Article 31.2 survive closing and Seller remains liable for any breach thereof.

(c) Article 17 (Dispute Resolution): All brokerage disputes are resolved through the dispute resolution process in Article 17.
