

## UNILUX ADVANCED MANUFACTURING, LLC

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## FORM ESP-0321-R04 Effective MAR 2021

The following Standard Equipment Storage Policy is provided as guidance to Purchaser with regard to UNILUX ADVANCED MANUFACTURING, LLC (UAM), and treatment of Equipment Product Storage.

Please feel free to contact UAM for more information.

- UAM Standard Terms and Conditions shall be incorporated in, and made an integral part of any order or contract, or any transaction involved therein, resulting from quotation.
- UAM Standard Freight Policy shall apply and UAM Modes of Transport shall be as defined by the International Chamber of Commerce ICC Incoterms® 2020 Rules. Please review both UAM Standard Freight Policy and Modes of Transport Documents for more information.
- Unless otherwise specifically provided for, all products and/or components furnished shall be invoiced, in accordance with established Payment Terms, at Shipment, and/or Notification of Availability to Ship.
- In the event, Purchaser, and/or its Consignee(s), directs any delay in Shipment, or is unable to effect receipt of equipment at date of anticipated and/or scheduled Shipment, or Notification of Availability to Ship, the following Minimum Equipment Storage Charge(s) shall apply for UAM securing, protecting and storing same at its Niskayuna NY USA Facility. Note: Additional securing and/or protection charges may apply.
- Equipment Storage Charges shall be the equivalent of five percent (5%) of the NET Equipment Sale Price(s), excluding when applicable, freight and other non-equipment related charges, on a per annum basis, or any twelve (12) month period, invoiced in Monthly increments, or any part thereof, however shall be no less than \$250.00/USD.
- Equipment Storage Charges are in addition to, and does not relieve the Purchaser, and/or Consignee(s), from its obligation to accept and pay within established payment terms, for the Equipment NET Sale Price(s), which shall be invoiced in accordance with the date of anticipated and/or scheduled Shipment and/or Notice of Availability to Ship.
- UAM, at its sole discretion, at any time, may determine it is unable to provide for, secure, protect and store same at its Niskayuna NY USA Facility. Purchaser, and/or its Consignee(s), shall be required to either effect receipt of equipment, or, UAM, at its sole discretion, in addition to charges as set forth above, shall have the right to outsource temporary off-site storage. Associated charges, including without limitation, rigging, freight, storage, protection, insurance(s), inspection(s) charges, shall be borne by Purchaser and/or its Consignee(s).

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