

DIAGNOSTICS RIDER TO STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions (“Diagnostic Terms and Conditions”) shall apply to the sale of any diagnostic tools, services or products sold by Fenner Dunlop Americas, LLC (the “Company”) to Purchaser, including, without limitation, the EagleEye Conveyor Belt Monitoring System, rEscan and X-ray services (collectively, the “Diagnostic Tools”). These terms and conditions are in addition to the Company’s Standard Terms and Conditions of Sale (the “Standard Terms and Conditions”) and in no way replace those Standard Terms and Conditions unless otherwise expressly stated herein. Capitalized terms used herein and not otherwise defined shall have the respective meanings in the Standard Terms and Conditions.

1. LIMITATION OF LIABILITY. Purchaser acknowledges that the Diagnostic Tools are: (a) monitoring tools, (b) not error-free, and are not intended to detect 100% of all defects or damage to any product, item, or equipment, and (c) not intended to perform as a substitute for or in lieu of routinely inspecting, visually monitoring, and maintaining any product, item, or equipment that any Diagnostic Tool is used in connection with. Purchaser further acknowledges that the failure to detect 100% of all defects or damage is not by itself a malfunction or failure of such Diagnostic Tool and does not give rise to a warranty claim under the Standard Terms and Conditions or these Diagnostic Terms and Conditions.

In the event of a malfunction or failure of a Diagnostic Tool (hardware only), Purchaser’s remedies shall be limited to (1) replacement of the Diagnostic Tool if such Diagnostic Tool is a product provided by the Company, excluding any costs of labor or special equipment to reinstall such Diagnostic Tool or (2) the remedies provided by the Standard Terms and Conditions if such Diagnostic Tool is a good (excluding software, mobile applications, or any other graphical user interface provided by Company); provided, however, that any warranty on a Diagnostic Tool that is a good is voided if such Diagnostic Tool is altered, modified, or used or operated in a manner that is not expressly approved by the Company in writing or not in compliance with the recommended use or operation of the Diagnostic Tools. The Company does not offer any warranty on software, mobile applications, or any other graphical user interface offered in connection with any Diagnostic Tool.

The Company shall not be liable for any damages caused by circumstances beyond the Company’s control, including, without limitation, failure caused by: (1) a third-party service provider, (2) the internet and/or internet servers, Purchaser’s network, or any information technology infrastructure utilized by Purchaser or (3) any of Purchaser’s hardware or software. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OR DAMAGE TO ANY EQUIPMENT, OR BUSINESS INTERRUPTION, OR ANY OTHER SIMILAR TYPE OF DAMAGES SUFFERED BY THE PURCHASER.

ANY INTERPRETATION OF DATA PROVIDED BY ANY DIAGNOSTIC TOOL(S) IS ENTIRELY AT PURCHASER’S OWN RISK AND THE COMPANY SHALL NOT BE LIABLE FOR ANY MISINTERPRETATION OF DATA PROVIDED BY ANY DIAGNOSTIC TOOL(S). THE COMPANY WILL ALSO HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER THAT OCCUR AS A RESULT OF PURCHASER IGNORING OR OTHERWISE BY-PASSING ANY WARNING, FAULT, SYSTEM INTERLOCK, OR SAFETY FEATURE THAT IS TRIGGERED BY ANY DIAGNOSTIC TOOL(S). The warranty provided for any Diagnostic Tool does not apply to any product, component, or equipment provided by the Company in which the Diagnostic Tool is incorporated within or used in connection with.

2. **INTELLECTUAL PROPERTY.** The Purchaser acknowledges that the Company remains the owner of all the Company's intellectual property, including, without limitation, its trademarks, service marks, licenses, designs, inventions, patents and trade secrets (the "Intellectual Property"), and that nothing in the Standard Terms and Conditions or the Diagnostic Terms and Conditions prevents, limits, or restricts the Company's use or ownership of the Intellectual Property. The Purchaser further acknowledges and agrees that these Diagnostic Terms and Conditions do not grant or convey any right, title, or interest in or to any Diagnostic Tools. All rights not granted hereunder are reserved for the Company.

3. **ACCESS.** If the Company uses or provides any of the Diagnostic Tools on the Purchaser's premises, Purchaser agrees that (1) the conditions under which such Diagnostic Tools will be used or provided, (2) the layout of the Purchaser's premises, (3) access to the subject system or area where a Diagnostic Tool is being used, installed, serviced or operated, (4) access to relevant personnel of Purchaser and (5) other material circumstances shall be suitable to the Company in its reasonable judgment, and if the Company determines such items are not suitable, the Company shall be entitled to charge a reasonable increase in the price for the Diagnostic Tools being used or provided.

4. **MINIMUM CHARGE.** The Company reserves the right to require the Purchaser to pay a minimum, cancellation or removal charge if the Purchaser cancels the implementation or installation or requests the removal of any Diagnostic Tool.

5. **NOTIFICATION.** The Company shall not be responsible for the Purchaser's receipt or non-receipt of any notification by the Company to the Purchaser regarding the Company's results or reports in connection with the Diagnostic Tools once such notification is delivered by the Company through the communication method agreed upon between the Company and the Purchaser.