

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.

Except as otherwise expressly provided in Section 2 with respect to Refurbished Diagnostic Products, 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. REFURBISHED DIAGNOSTIC PRODUCTS. The Company may offer certain Diagnostic Tools, parts, components, equipment, or accessories that are refurbished, reconditioned, repaired, recertified, previously installed, previously used, or otherwise non-new (collectively, "**Refurbished Diagnostic Products**"). Purchaser acknowledges and agrees that Refurbished Diagnostic Products are not new and may contain new, previously used, repaired, refurbished, or reconditioned components.

"**Refurbished**" means that the Company has inspected, tested, repaired, replaced, adjusted, and/or reconditioned the applicable product or components thereof as the Company determines appropriate and has determined that the Refurbished Diagnostic Product satisfies the Company's applicable functional acceptance criteria at the time it is released for sale. The designation "refurbished" does not mean that all components have been replaced or restored to new condition or that the Refurbished Diagnostic Product is equivalent to a new product in age, condition, appearance, expected service life, or remaining useful life.

THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE REMAINING USEFUL LIFE OR EXPECTED SERVICE LIFE OF ANY REFURBISHED DIAGNOSTIC PRODUCT OR ANY COMPONENT THEREOF. Cosmetic wear, discoloration, markings, scratches, surface imperfections, or other evidence of prior use that does not materially impair functionality shall not constitute a defect.

Unless otherwise expressly stated in the Company's quotation or order acknowledgment, Refurbished Diagnostic Products are excluded from any warranty otherwise applicable to new Diagnostic Tools. Any warranty applicable to a Refurbished Diagnostic Product must be expressly stated in the Company's quotation or order acknowledgment and shall apply only for the warranty period stated therein.

If a Refurbished Diagnostic Product fails to comply with an express written warranty provided by the Company, the Company's sole obligation and Purchaser's sole and exclusive remedy shall be, at the Company's option, (1) repair of the affected Refurbished Diagnostic Product, (2) replacement with a new or refurbished product or component having substantially comparable functionality, or (3) refund or credit of the purchase price actually paid for the affected Refurbished Diagnostic Product. Repair or replacement shall not extend or restart the applicable warranty period.

Any warranty provided for a Refurbished Diagnostic Product applies solely to the specific Refurbished Diagnostic Product and does not create, renew, extend, reinstate, or otherwise modify any warranty applicable to any other Diagnostic Tool, diagnostic system, conveyor belt, conveyor system, machinery, equipment, or other product or component in which the Refurbished Diagnostic Product is installed, incorporated, or used.

Unless expressly agreed otherwise by the Company in writing, the Company shall have no responsibility for costs associated with removal, troubleshooting, installation, reinstallation, commissioning, labor, field service, travel, special equipment, freight, downtime, lost production, or other costs associated with the inspection, repair, return, replacement, or reinstallation of a Refurbished Diagnostic Product.

All limitations, exclusions, disclaimers, Purchaser responsibilities, and limitations of liability contained in these Diagnostic Terms and Conditions and the Standard Terms and Conditions shall apply to Refurbished Diagnostic Products.

3. 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.

4. **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.

5. **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.

6. **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.