

Terms & Conditions Take 5, Inc dba TacticalFlowMeter

FOR GENERAL USER

PURCHASE ORDERS

All orders for Take 5, Inc. (dba TacticalFlowMeter.com) products made by Buyer are received subject to acceptance by Take 5, Inc. 22642 Indian Springs Road, Salinas CA USA, herein referred to as Take 5, Inc., and may be accepted only on Take 5, Inc.'s printed acknowledgment form. All purchase orders for Take 5, Inc. products and services must be made out to Take 5, Inc., in the name of Take 5, Inc., and must be received in writing at the factory, Salinas, California before performance is completed, unless otherwise approved in writing by Take 5, Inc.

EXPORT COMPLIANCE TERMS AND CONDITIONS

In accordance with U.S. Export Administration requirements, (EAR), Take 5, Inc. is not allowed to accept orders from any end user, representative, distributor, individual or freight forwarder on the Consolidated Screening List (CSL). The CSL is a list of entities sanctioned by various agencies of the US government. More information is available here:

https://build.export.gov/main/ecr/eg_main_023148

The CSL screening tool can be found at the link: <https://www.export.gov/cslsearch>.

Enter the name or address and the search engine will tell you if they are on the CSL. For those with automated order processing systems, an API is available here:

<https://developer.export.gov/consolidated-screening-list.html>.

Take 5, Inc. is legally responsible for the shipment of goods to any entity on the CSL, be they end users, freight forwarders, trading companies, representatives, distributors or individuals.

In order for Take 5, Inc. to effectively implement this responsibility, we must require our representatives and distributors to supply end user (ultimate consignee) information to Take 5, Inc., Take 5, Inc. and to check any orders that will be shipped outside the borders of the United States against the CSL prior to submitting the order to Take 5, Inc., and to reject such orders from listed entities. The consequence of doing business with entities on the CSL may result in fines to Take 5, Inc. and the addition of your own company to the CSL, effectively prohibiting you from doing business with the United States. Take 5, Inc. requires end user (ultimate consignee) information only for screening purposes, and will not contact your customer directly.

We REQUIRE reps and distributors to sign and return a CSL Agreement. This signed CSL Agreement is your acknowledgement of the requirement to check all Take 5, Inc. orders against the CSL before being submitted. Failure to sign the CSL Agreement, or your submission of orders to known entities listed on the CSL will result in the immediate termination of the current business relationship. Take 5, Inc. is also legally obligated to report such instances to the BIS Enforcement Department.

QUOTATIONS AND PUBLISHED PRICES

Until acceptance, all written quotations are subject to change upon written notice to the Buyer and are void after 30 days unless otherwise specified in the quote. Verbal quotations are valid only on the day on which they

are made by an authorized representative of Take 5, Inc.. The prices shown on the published price lists and other published literature issued by Take 5, Inc. are not offers to sell and are subject to confirmation by specific quotation and acknowledgment. All published prices and discounts are subject to change without notice. SEALED BIDS are subject to these standard Terms and Conditions of Sale unless otherwise specified in the bid and agreed upon by Take 5, Inc.

TAXES

Prices are exclusive of all foreign, federal, state, municipal or other government excise, sales, use value-added, occupational, duty, or like taxes now in force, or enacted in the future, and therefore are subject to an increase equal in amount to any tax Take 5, Inc. may be required to collect or pay upon the sale or delivery of the items purchased.

TERMS - TRADITIONAL / NON-ONLINE SALES ORDERS

The terms of sale shown in the published price list shall apply from the date of shipment by Take 5, Inc.. If Take 5, Inc. in its judgment at any time deems that by reason of the financial condition of the Buyer, or otherwise, the continuance of production, or of shipment on the terms specified is not justified, Take 5, Inc. may require payment in advance. Certain orders may, in the judgment of Take 5, Inc., because of their nature or the delivery involved, require progress payments. Pro-rata payment shall become due as shipments are made.

Terms are cash net within 30 days. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof). Should the Buyer be in default of the terms stated above, Take 5, Inc. shall add to the Buyer's account, all reasonable costs of collection, including attorney's fees, and other collection fees and expenses incurred by Take 5, Inc.

TERMS - ONLINE SALES ORDERS

The terms of sale shall apply from the moment an online sale has occurred and credit card transaction accepted by Take 5, Inc.. If Take 5, Inc. in its judgment at any time deems that by reason of the financial condition of the Buyer, or otherwise, the continuance of production, or of shipment on the terms specified is not justified, Take 5, Inc. reserves the right to alter the planned shipment arrangement. All online sales are done by credit card and are immediate. Should the Buyer be in default of the terms stated above, Take 5, Inc. shall add to the Buyer's account, all reasonable costs of collection, including attorney's fees, and other collection fees and expenses incurred by Take 5, Inc.

PACKING

Take 5, Inc. makes no charge for its standard packing for domestic shipment. The Buyer may be charged for export packing or other special packing requirements, the cost of which will be quoted upon request. No credit or deduction will be allowed if no packing is required.

DELIVERY:

Shipping dates given by Take 5, Inc. are approximate and are based on prompt receipt of any approval drawings and all other necessary information pertaining to the order. Take 5, Inc. will use its best efforts to

meet the shipping date quoted provided the Buyer supplies all necessary information and data promptly, but Take 5, Inc. cannot be held responsible for its failure to do so for cause beyond its reasonable control. Take 5, Inc. shall in no event be responsible for loss of profits, damages incurred by the Buyer to its customers, or other consequential damages resulting from Take 5, Inc.'s failure to deliver within the time specified. In the event of any delay requested by the Buyer or any delay by lack of shipping instructions, Take 5, Inc. will store all items ordered at the Buyer's risk and expense, and will invoice the Buyer for the full contract price of the apparatus on the date on which the order is ready for delivery. If manufacture is delayed by the Buyer, payment shall be made based on the percent of completion and the contract price.

SHIPPING COSTS AND INSURANCE:

Shipments are f.o.b. factory, Salinas, California freight and insurance prepaid, and added, or freight collect, unless otherwise requested and agreed to by Take 5, Inc.. If insurance is being provided by the Buyer, a formal statement of Buyer's responsibility must accompany purchase order. Customer is responsible for notifying Take 5, Inc. in writing within 72 hours of any loss or damage to the shipment if the shipment was made f.o.b. destination. In the absence of specific instructions, Take 5, Inc. will select the carrier.

CHANGES

The Buyer may from time to time, but only with the written consent of Take 5, Inc., make changes in the order. In-Stock online sales ship swiftly, If the instrument ships before a change is requested charges may apply to return the instrument.

In the event of any such change, the Buyer shall pay to Take 5, Inc. the reasonable cost and other expenses (including engineering expenses and all commitments to Take 5, Inc.'s suppliers and sub-contractors) incurred by Take 5, Inc. prior to receipt of notice of such change for all work rendered unnecessary by such change, or incurred by Take 5, Inc. thereafter for all work required to effect such change. In the event of any such change, Take 5, Inc. shall further be entitled to revise its price and delivery schedules to reflect such change.

CANCELLATION

In the event of cancellation, the Buyer shall be liable for the payment of reasonable cancellation charges, which shall not exceed the unit retail list price of the items canceled and shall include, among other things, expenses already incurred by Take 5, Inc., actual liabilities against commitments incident to the order involved, and properly allowable indirect charges as well as a reasonable profit. Items placed on order and or paid for will carry a 25% restocking fee if cancelled after payment.

No delivery delay requested by Buyer on an order placed under this Agreement shall be effective unless covered by an amendment to the order that provides for the payment of any agreed-upon costs the delay imposes on Take 5, Inc. and that is accepted on Take 5, Inc.'s printed acknowledgment form. Standard products once delivered may be returned at Take 5, Inc.'s discretion and upon approval by Take 5, Inc. in writing at a minimum restocking charge of 25% of list price. Return shipping charges are at Buyer's expense. If Buyer makes an assignment for the benefit of creditors, or if a voluntary or involuntary petition or action in bankruptcy or for reorganization, is filed by or against the Buyer, or if the Buyer admits its inability to pay its debts, or if a trustee, receiver or liquidator is appointed for any part of the assets of the Buyer, or if the Buyer fails to make payments to Take 5, Inc. in accordance with agreed-upon terms, Take 5, Inc. may at its option cancel all undelivered portions of any order by written notice to the Buyer at no expense or liability to Take 5, Inc.. Whenever Buyer fails to meet the payment requirements set forth in the contract, Take 5, Inc. may cease

performance and delivery and accelerate payment of any and all unpaid charges, and such cessation of performance shall not be construed to be a breach of any contract or agreement by Take 5, Inc., and Take 5, Inc. will resume production as soon as reasonably possible upon receipt of payment of all amounts due.

ACCEPTANCE - PRODUCT

Unless otherwise agreed to by Take 5, Inc., the criterion for acceptance of Take 5, Inc.'s products, including options, shall be the successful operation of the product and options using Take 5, Inc.'s standard test procedures applicable to the product and options involved. All acceptance tests shall be made by Take 5, Inc. personnel at Take 5, Inc.'s factory, unless otherwise allowed and agreed to by Take 5, Inc. in writing.

LIMITED WARRANTY - PRODUCT - LIABILITY FOR REPAIR AND REPLACEMENT ONLY

All Take 5, Inc. products are warranted to be free from defects in material and workmanship and will be repaired or replaced at no charge to Buyer, provided return or rejection of product is made within a reasonable period but no longer than one (1) year for calibration and non-calibration defects, from date of delivery. Delivery date is defined as the date the product was delivered to the address in the associated Purchase Order.

This warranty does not cover any damage or discoloration caused by corrosion due to gases, liquids, or any other source, nor does it cover normal wear of any seals in its products and with gases other than air, or unless otherwise specified in the contract. Such returns are contingent on Take 5, Inc.'s examination and reasonable satisfaction that any defects are covered by this warranty and that the Buyer has not returned the equipment in a damaged condition, due to any negligence, tampering, misapplication or product modification on the part of the Buyer or his agents. Take 5, Inc. shall not be liable for installation charges, for expenses of Buyer for repairs or replacement, for damages from delay or loss of use, or other indirect or consequential damages of any kind.

Take 5, Inc. extends this warranty only to Take 5, Inc. products properly used and properly installed for the particular application for which intended and quoted, and this warranty does not cover products which have been modified without Take 5, Inc.'s approval or which have been subjected to unusual physical or electrical stress, alteration, or tampering, or upon which the original identification marks have been removed or altered. Whenever the design of the equipment to be furnished or the system in which it is to be incorporated originates with the Buyer, Take 5, Inc.'s warranty is limited specifically to matters relating to furnishing Take 5, Inc. equipment free of defects in materials and workmanship and Take 5, Inc. assumes no responsibility for implied warranties of fitness for purpose or use. Any replacement or repair shall be shipped, freight prepaid at the customer's expense, by the customer to Take 5, Inc.'s factory, unless otherwise directed. No items shall be returned for warranty repair without prior written authorization from Take 5, Inc. Warranty replacements shall be shipped to the customer, freight prepaid at the expense of Take 5, Inc.

CORROSIVE AND DANGEROUS GAS WARRANTY COVERAGE

Take 5, Inc.'s products are compatible with most gases due to their either 304 or 316 stainless steel flow bodies and sensors. However, these gases can often mix with other gases or liquids during use which can alter their chemical properties and create a corrosive or dangerous condition as noted above.

Because of safety concerns, Take 5, Inc. has adopted a "Do Not Return" policy for devices subjected to any hazardous or corrosive gases or gas mixtures created by mixing any gas with any other gas or fluid. These mixtures may be identified as and gas or mixture you would not yourself, or your children, ingest or touch.

SERVICE WARRANTY

All Take 5, Inc. Service orders (RMA) are warranted for 90 days from shipment date to be free from defects in workmanship and material recently replaced to which defective material will be repaired or replaced at no charge to customer. For more information contact the factory at service@TacticalFlowMeter.com

PATENT AND TRADEMARK INDEMNIFICATION

Take 5, Inc. will, at its own expense, defend any suit against the Buyer for the infringement of United States patents and trademarks by products purchased from Take 5, Inc. and in any such suit will satisfy any final award for infringement except that Take 5, Inc. assumes no obligation to defend or assume liability for damages (consequential or otherwise) resulting from infringements (a) of patent claims covering any other products or any contemplated equipment or any assembly, combination, method or process, in which or in the manufacture or testing of which any such products purchased from Take 5, Inc. may have been designed only for use in or may only be useful in such other patented products or such patented equipment, assembly, circuit, combination, method or process or in the manufacture or testing thereof and that such products purchased from Take 5, Inc. may have been purchased and sold for such use: or (b) resulting from designs supplied by the purchaser, or for any trademark infringement involving any marking or branding applied by Take 5, Inc. at the request of the Buyer.

This indemnification is upon the condition that the Buyer give Take 5, Inc. prompt notice in writing of any such suit for infringement or threat of such suit and full opportunity to conduct the defense thereof. No costs or expense shall be incurred for the account of Take 5, Inc. without its written consent. At its option, Take 5, Inc. may, at any time, replace or modify any products sold under any contract to avoid patent or trademark infringement, provided such replacement or modification do not materially affect performance. Take 5, Inc.'s liability under this indemnification shall not exceed the purchase price of the "infringing" product.

DOCUMENTATION AND TRAINING

Take 5, Inc. will supply reasonable written documentation including operating instructions. Documentation is generic in nature. In no event shall orders be accepted where payment is contingent upon providing special documentation, unless agreed in advance.

No guarantee is made that the documentation conforms to the particular equipment produced for a particular application, as built documentation entails an additional charge. Factory and on-site training in the use and operation of Take 5, Inc.'s products may be made available at Buyer's expense, subject to agreement by Take 5, Inc.

PROPRIETARY RIGHTS

Take 5, Inc. proprietary rights are included in the information disclosed in instruction manuals, user guides, drawings and quotations or other documents or information disclosed, in the negotiating and order process. No

Take 5, Inc. document or information disclosed shall be reproduced or transferred to other documents or used by others for manufacturing or for any other purpose except as specifically authorized in writing by Take 5, Inc.

SUBSTITUTIONS AND MODIFICATIONS

Take 5, Inc. assumes the right to make substitutions and modifications in the specifications of equipment designed by Take 5, Inc. providing that such substitutions or modifications will not materially affect performance in the intended application.

PROPRIETARY EQUIPMENT

Take 5, Inc. shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and other tools made for or obtained in connection with this contract or otherwise in the course of business.

APPLICABLE LAW

All quotations made and all orders accepted by Take 5, Inc. and all the rights and duties of all parties hereto shall be governed by and construed according to the laws of the State of California. Should any term or provision contained in any document contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be interpreted as if such terms or provisions had not appeared herein.

REGULATORY LAWS AND/OR STANDARDS

Take 5, Inc. makes no promise or representation that its products conform to any state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Take 5, Inc.. Take 5, Inc.'s prices do not include the cost of any related inspections, permits, or inspection fees.

NUCLEAR QUALIFICATION:

Equipment sold by Take 5, Inc., is not intended for use in connection with any nuclear facility or activity unless covered by a specific quotation where the conditions of such usage will be detailed. If equipment is used in a nuclear facility or activity without a supporting quotation, Take 5, Inc. disclaims any and all liability from any damage, injury or contamination, and the Buyer shall indemnify and hold Take 5, Inc., its officers, agents, employees, successors, assigns and customers, whether direct or indirect, harmless from and against any and all losses, damages or expenses of whatever form or nature, including attorney's fees and other costs of defending any action, which they, or any of them, may sustain or incur, whether as a result of breach of contract, warranty, tort (including negligence), strict liability or other theories of law, by reason of such use.

PRIVACY POLICY:

Take 5, Inc. is committed to data privacy and protection. The Privacy Policy complies with the General Data Protection Regulation (GDPR) to more clearly outline our policies including the personal data we collect, how we use it and how you can control it. NOTE: Your Warranty coverage can be affected by the new Privacy Policy, if you choose to have your personal data removed from Take 5, Inc.'s databases. Your personal data/account information will be stored for the lifetime of the product you purchase. If you request your

information to be deleted or forgotten we will do this, however your product warranty will no longer be valid as we will not be able to confirm its existence.

Purpose of This Privacy Notice

Take 5, Inc. (Take 5) recognizes the importance of safeguarding personal privacy. Our policy is to comply with the Data Protection Acts 1998 and 2018 ('the Act'), whichever is in force, in all respects and the new GDPR rule effective May 25, 2018.

This privacy notice is designed to give you information on how Take 5 and all its divisions collect and process your personal data when you contact this company with the intent of buying goods or services from it or supplying goods or services to it. It also describes options we provide for you to access, update or otherwise take control of your personal data that we process.

It is important that you read this privacy notice so that you are fully aware of how and why we are using your data.

Why do we hold data we collect about you?

1. The information we hold, and process will be used for our management and administrative use only. We will keep and use it to enable us to run the business and manage our relationship with you effectively, lawfully and appropriately. If you do not provide this data, we may be unable in some circumstances to comply with our contractual obligations and we will tell you about the implications of that decision.
2. As a company pursuing commercial activities in the flow measurement and engineering sector activities, we may sometimes need to process your data to pursue our legitimate business interests, for example to prevent fraud, administrative purposes or reporting potential crimes. The nature of our legitimate interests is securing and executing contracts related to the services we provide.
3. Much of the information considered personal data that we collect will have been provided by you (see samples below), but some may come from other internal sources, such as a fellow employee, or in some cases, external sources.
 - create an account or purchase any of our Services (ex: billing information, including name, address, credit card number, government identification);
 - request assistance from our customer support team (ex: phone number, email);
 - complete a web form (ex: RFQ, RMA, Contact us, etc.) or request newsletters or other information from us (ex: email); or
 - participate in contests and surveys, apply for a job, or otherwise participate in activities we promote that might require information about you

We also collect additional information when delivering our Services to you to ensure necessary and optimal performance. Examples of data we collect, and store include: Software, Account, License Key, Name, email, city, state, country, phone, date of action, action and any feedback you provide to us.

4. Take 5 uses the information we collect based in part on which services you use, how you use them, and preferences you have communicated to us. When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, phone number or other details to help you with your

experience. We collect information from you when you register on our site, place an order, subscribe to a newsletter, fill out a form or enter information on our site.

We have set out below a table showing descriptions of the ways in which we plan to use your personal data.

Category	Purpose & Usage of Data
Customers and potential customers	<ol style="list-style-type: none">1. To administer and manage our relationship with you, including to set up and maintain your account2. To respond to enquiries received from you3. To process orders from you for goods and services4. To make suggestions and recommendations to you about goods and services that may be of interest to you via email or written communication5. To make checks of credit agencies from time to time6. To recover overdue debts due to us7. To improve and optimize the operation of our services including our website and mobile aps.8. To market, promote and drive engagement with the Services: We use your contact information and information about how you use the Services to send promotional communications that may be of specific interest to you, including by email and by displaying Take 5 ads on other companies' websites and applications, as well as on platforms like Facebook and Google. These communications are aimed at driving engagement and maximizing what you get out of the Services, including information about new features, survey requests, newsletters, and events we think may be of interest to you. We also communicate with you about new product offers, promotions and contests.9. Detect and prevent fraud and abuse of our Services and systems10. Collecting aggregate statistics about use of the Services
Suppliers, Reps, Distributors, and potential suppliers	<ol style="list-style-type: none">1. To administer and manage our relationship with you, including to set up and maintain your account2. To send requests for quotation to you3. To place orders on you for goods and services4. To make checks of credit agencies from time to time5. To recover any monies due to us under a contract

What kinds of personal information about you do we process?

- **Personal and contact details**, such as job title, full name, contact details, contact details history, and other data collected that could directly or indirectly identify you.
- **Records of your contact with us such as via the phone or via email**. If Take 5 had a prospective buyer to acquire it, or substantially most of its assets, then personal data relating to customers and suppliers would be disclosed to that party Any authority which we are required by law to disclose personal data to (for

example, the Inland Revenue, the Health and Safety Executive etc).

- **Data about usage of Services** is automatically collected when you use and interact with our Services, including metadata, log files, cookie/device IDs and location information. This information includes specific data about your interactions with the features, content and links (including those of third-parties, such as social media plugins) contained within the Services, Internet Protocol (IP) address, browser type and settings, the date and time the Services were used, information about browser configuration and plugins, language preferences and cookie data, information about devices accessing the Services, including type of device, what operating system is used, device settings, application IDs, unique device identifiers and error data, and some of this data collected might be capable of and be used to approximate your location. In addition to content-related information described in "Why do we hold data we collect about you," above.
- **Cookie & Other Tracking Technologies:** Take 5 and our third-party partners, such as our advertising and analytics partners, use cookies and other tracking technologies. Cookies and similar technologies on our websites and our mobile applications allow us to track your browsing behavior, links clicked, items purchased, your device type, and to collect various data, including analytics, about how you use and interact with our Services. This allows us to provide you with more relevant product offerings, a better experience on our sites and mobile applications, and to collect, analyze and improve the performance of our Services. We may also collect your location (IP address) so that we can personalize our Services.

To whom might we disclose your personal data?

We share information with contracted third parties that help us operate, provide, improve, integrate, customize, support and market our Services, or where we are legally obliged to do so or where we need to comply with our contractual duties to you. We may share your personal data with affiliated companies within our corporate family, with third parties with which we have partnered to allow you to integrate their services into our own Services, and with trusted third-party service providers as necessary for them to perform services on our behalf, such as:

- Processing credit card payments
- Serving advertisements
- Conducting contests or surveys
- Performing analysis of our Services and customers demographics
- Communicating with you, such as by way email or survey delivery
- Customer relationship management
- Individuals who are legally entitled to the information.
- Professional services such as insurance, health or legal services. (employees only)
- If Take 5 had a prospective buyer to acquire it, or substantially most of its assets, then personal data relating to customers and suppliers would be disclosed to that party
- Any authority which we are required by law to disclose personal data to (for example, the Inland Revenue, the Health and Safety Executive etc.).

Transfer of personal data abroad. If you utilize our Services from a country other than the country where our servers are located, your communications with us may result in transferring your personal data across international borders. Also, when you call us or initiate a chat, we may provide you with support from one of our global locations outside your country of origin. In these cases, your personal data is handled according to this Privacy Policy.

Publication on the Internet

Generally, no personal data would be on the Company's website without express consent from the individual concerned or the employer of that individual.

Storage and Security of Personal Data

Take 5 takes access to and security of all data very seriously and will ensure that adequate technical and organizational security measures are taken so that privacy is preserved whenever and wherever processing of personal data takes place.

We use data hosting service providers in the United States, China, and the Netherlands to host the information we collect, and we use technical measures to secure your data.

While we implement safeguards designed to protect your information, no security system is impenetrable and due to the inherent nature of the Internet, we cannot guarantee that data, during transmission through the Internet or while stored on our systems or otherwise in our care, is absolutely safe from intrusion by others.

- How long we keep information we collect about you depends on the type of information, as described in further detail below. After such time, we will either delete or anonymize your information or, if this is not possible (for example, because the information has been stored in backup archives), then we will securely store your information and isolate it from any further use until deletion is possible. Note: Your personal data/account information will be stored for the lifetime of the product you purchase. **If you request your information to be deleted or forgotten we will do this, but your product warranty will no longer be valid as we will not be able to confirm its existence.**

Access to Personal Data

1. Under the General Data Protection Regulation (GDPR) and The Data Protection Act 2018(DPA) you have a number of rights with regard to your personal data. You have the right to request access to and rectification or erasure of your personal data, the right to restrict processing, and object to processing as well as in certain circumstances the right to data portability.
2. If you have provided consent for the processing of your data, you have the right (in certain circumstances) to withdraw that consent at any time which will not affect the lawfulness of the processing before your consent was withdrawn.
3. You have the right to lodge a complaint to the Information Commissioners' Office if you believe that we have not complied with the requirements of the GDPR or DPA 18 with regard to your personal data.

Identity and Contact Details of Controller

Take 5 is the controller and processor of data for the purposes of the DPA and GDPR. We also have distributors and representatives that act as processors of your personal information to deliver services.

If you have any concerns as to how your data is processed you can contact the following:

Take 5, Inc. ,Dave Korpi, Data Protection Officer (DPO) at Dave@TacticalFlowMeter.com