

LIFEVALET TERMS & CONDITIONS OF SALE

09.08.25

The Terms & Conditions set forth below (“T&Cs”), together with the written information contained on the purchase order form to which these T&Cs are attached (such form and these T&Cs, together, the “Purchase Order”) shall apply solely to the products sold by NuWhirl Systems Corp (“NuWhirl” or “NSC”) to the Buyer under NSC’s brand name “Life Valet” (the “Product” or “Products”), all as described in the purchase order form, the terms of which are incorporated herein by reference to create an integrated agreement. The Purchase Order supersedes any terms and conditions set forth in any document provided to NSC by Buyer. The Purchase Order constitutes the entire agreement between parties with respect to its subject matter, and it merges all prior and contemporaneous communications. It may not be modified except by a written agreement signed by NSC and Buyer.

Acceptance and Cancellation of Orders. Each order for Products is subject to acceptance in writing by a duly authorized officer of NSC; any written acknowledgment of receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by NSC may be cancelled by Buyer only upon written consent of NSC. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which NSC may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges, which shall include all expenses then incurred and commitments made by NSC, shall be paid by Buyer to NSC. Special orders for items not normally stocked or including specially ordered Products are non-cancelable and non-returnable.

NSC is bound by all U.S. laws, export regulations, restrictions, trade embargoes, etc. (“U.S. Government Action”); therefore, any offer for the sale of Buyer to a non-US Buyer where sales are restricted by such U.S. Government Action, will not be valid and will be deemed not accepted without any liability whatsoever to NSC.

Price. Prices do not include sales, use, excise and similar taxes. Buyer will pay such taxes attributable to the sale of the Products covered hereby, or will provide NSC with tax exemption certificates acceptable to taxing authorities.

Any price quotations must be in writing and will automatically expire 30 calendar days from the date quoted. Verbal quotations are invalid unless confirmed in writing.

NSC reserves the right to increase the selling price of any Products ordered by Buyer but not shipped from NSC’s place of business prior to an increase in NSC’s cost of such Products and Buyer agrees to pay any price such increased price in according with the terms hereof.

Minimum Electronic Media Resell Policy.(M.E.M.R.P)

Effective April 15, 2025, NuWhirl Systems Corp, dba as LifeValet, unilaterally will set its minimum resell price policy for its products quoted or sold through the World Wide Web, e-mail or facsimile solicitations, telephone solicitations or electronic text messaging, and Social Media (collectively, such means are “Electronic Media”). Quotes or sales through Electronic Media do not include television or radio advertisements and does not include customer inquiries that relate solely to the physical characteristics, quality, quantity or available inventory of LifeValet products. LifeValet

intends to sell its products only to persons or businesses who sell to residential end-use customers (such persons or businesses being collectively referred to as “Resellers,” and each individually as a “Reseller”) through Electronic Media if they will resell LifeValet products at prices no lower than the MEMRP (Minimum Electronic Media Resell Price), which is equal to the **MSRP (Manufacturers Suggested Retail Price) less 20%**, as published by LifeValet. This minimum suggested resell price policy will apply to all of LifeValet’s products sold by Resellers to residential end-use customers through Electronic Media.

Upon LifeValet’s sole and final determination that a Reseller has violated this policy for the first time, LifeValet will issue a written notification to such Reseller of non-compliance with the Policy. Upon LifeValet’s sole and final determination that such Reseller has violated this policy on any subsequent occasion, LifeValet will immediately refuse, indefinitely or for a specific period of a time(at LifeValet’s sole discretion), to accept any new orders from any Reseller that violates this policy.

This policy does not apply to sales which are affected otherwise than through Electronic Media. This policy does not apply to Electronic Media sales of LifeValet products by any Reseller to residential end-use customers who purchased LifeValet products or visited the Reseller’s retail store within the previous 12 months.

LifeValet does not seek, and will not accept, agreement or assurance from any Reseller that it will not quote or sell below the stated minimum retail prices. Nothing in this policy shall constitute an agreement between LifeValet and any Reseller that the Reseller will comply with this policy. Resellers remain free to advertise, quote or sell these products at any price they choose. LifeValet personnel have been instructed not to discuss the minimum resell price policy with any Resellers or other person outside of LifeValet. LifeValet alone will make a determination of whether its products are being sold below the LifeValet stated minimum resell prices. LifeValet alone will determine if a violation of the Policy has occurred and/or whether to suspend the acceptance of new orders indefinitely or for a specific period of time, and will not discuss its decision with any Resellers or other person outside of LifeValet.

Minimum prices may change from time to time. In the event of any such change, LifeValet will provide advance notice to Resellers in writing by distributing its new wholesale price list. LifeValet may unilaterally modify, suspend or discontinue this policy in whole or in part at any time.

Payment Terms. Payment in full for the Products, without offset or deduction, is due on or before 30 days after from the date of invoice. If payment is not timely received, interest will accrue at the rate of one percent (1%) per month on the unpaid balance or the maximum amount allowed by law, whichever is less. Acceptance of any partial payment shall not constitute a waiver of NSC's right to payment in full of all amounts owing from Buyer to NSC or the waiver of any other breach of the Purchase Order. Payment will be made in U.S. dollars and in immediately available funds or by credit cards accepted by NSC in accordance with applicable federal and state law. Credit card processing is via EBizCharge. Credit card information must be provided for each purchase, as NSC does not store Buyer credit card information for subsequent purchases. NSC, without liability, reserves the right to suspend any further performance under this Agreement or otherwise assert alternative payment terms, in the event payment is not made when due or if, in NSC's sole discretion, Buyer's credit is or becomes unsatisfactory. Buyer waives any right to setoff any claims by Buyer against NSC against any payment owed to NSC.

Privacy. Pursuant to NSC privacy policy, NSC does not maintain Buyer's personal or transactional information, nor does it sell or otherwise transfer such information to third parties.

Independent Contractor. Buyer shall conduct its business for its own account, as an independent contractor, in its own name, and not as an employee, partner or joint venturer of NSC. Buyer has no authority to enter into any agreements or arrangements on behalf of or in the name of NSC and has no authority to bind or obligate NSC.

Intellectual Property Rights. Buyer acknowledges and agrees that NSC has exclusive worldwide rights to the trademarks, trade names, trade dress, copyrights, slogans, logos, designs, patterns, specifications, research and development and other intellectual property rights used in connection with the Products, the names and/or marks "NuWhirl Systems," the names of the Products, any and all derivations of any of the foregoing and all registrations and applications for registration of the same (collectively, "Intellectual Property") which are and shall be exclusively in the name and for the benefit of NSC. Except as provided in the immediately following paragraph, Buyer shall make no use thereof at any time without NSC's prior written consent. Buyer specifically acknowledges and agrees that its use of the Intellectual Property shall not create in the Buyer any right, title or interest in the same and all use thereof shall inure to the benefit of NSC.

Use of Intellectual Property. NSC grants Buyer a limited, worldwide, terminable, non-royalty bearing license to use NSC's name, trademarks, trade dress, logos and copyrights

solely in connection with Buyer's marketing, advertising and resale of Products and subject to the terms and conditions herein. All Intellectual Property used by Buyer pursuant to this license shall be approved by NSC prior to such use and used in the form approved by NSC without variation in color, size or other attributes. Exemplars of any uses of the Intellectual Property pursuant to this license shall be submitted to NSC in writing (which may be transmitted by electronic mail or facsimile) prior to such use and NSC shall have 5 business days to approve or disapprove such use in writing. In the event that NSC fails to so approve or disapprove such use within 5 business days of its receipt of an exemplar, such use shall be deemed approved. The license granted hereby may be revoked by NSC at any time upon written notice to Buyer and all rights granted hereby shall revert to NSC; *provided, however*, that regardless of any such revocation, Buyer shall be permitted to continue to use any printed material approved and printed prior to such revocation.

Ordering and Shipping Terms. All shipments to the continental United States and Hawaii are FOB NSC's warehouse, Corona, California title and risk of loss pass to Buyer upon NSC's putting shipment into possession of carrier. All shipments outside the continental United States and Hawaii are Ex Works (Incoterms 2010) NSC's warehouse, Corona, California. All Products will be shipped by means of transportation selected by NSC. Buyer shall have a maximum of 5 business days after the date of delivery to inspect Products and notify NSC in writing of any damage or to note any shortages or rejected Products. On or before 30 days after the timely receipt of any such written notice, NSC shall either grant Buyer a credit or refund for, or replace any shortages or damaged Products, for which NSC is responsible or any properly rejected Products, all in NSC's sole discretion. All requests for returns and damages must be authorized and given a return authorization number. Buyer is responsible for freight on all returns. NSC may make shipments of less than the full number of Products ordered by Buyer.

NSC shall not be obligated to release orders unless all previous shipments have been paid in full. Buyer hereby grants NSC a purchase money security interest in all Products obtained by Buyer pursuant to the Purchase Order and in all products and proceeds thereof, including, without limitation, accounts receivable, contract rights, deposit accounts and cash. Buyer hereby authorizes NSC to file one or more financing statements recording such security interest and NSC shall have all rights of a secured party under the California Commercial Code or analogous statute in all relevant jurisdictions.

All scheduled or promised shipping dates are approximate and based upon availability of materials, production schedules, credit approval, and prompt receipt of all necessary information from Buyer. If shipment is delayed because of Buyer, NSC may, after reasonable notice to Buyer, store the Products at a place of NSC's choice at Buyer's sole risk and expense. NSC will not be liable for any damage, loss, fault, or expenses arising out of or related to delays in shipment or other nonperformance of this Purchase Order due to any cause beyond NSC's control, including but not limited to a) strikes, fire, floods, disasters, riots and Acts of God, b) acts of Buyer, c) labor disruptions, d)

shortages of fuel, power, materials, supplies, or transportation, d) domestic or foreign government action, or e) subcontractor or supplier delay.

Importing Expenses, Licensing & Regulations. For shipments outside the continental United States and Hawaii, Buyer is solely responsible for payment of any and all import expenses, duties, satisfaction of the respective licensing requirements, and compliance with all applicable laws, regulations and standards, which are required by any governmental authority to whose jurisdiction Buyer is subject or which has jurisdiction over the place to which Product is shipped.

Limited Consumer Warranty. NuWhirl Systems Corp. ("NuWhirl") warrants to the original consumer purchaser that all products will be free of material defects in materials and workmanship for the periods referenced below, as to

Residential

- Lifetime as to the Products purchased and installed for residential consumer use; provided that free freight costs for replacements in connection with an honored residential warranty claim will be available only for such claims made within the first year of such warranty

Commercial

- Two (2) years as to the Products purchased and installed for commercial consumer use, including free freight costs for replacements in connection with an honored commercial warranty claim for the first year of such warranty

in each case, beginning on the date of purchase by the original consumer purchaser of the Products. This warranty is issued to the original consumer purchaser of the Products, and may not be transferred or assigned by the original consumer purchaser. Any such purported transfer or assignment shall be invalid.

In the event of any such defect, NuWhirl may, in its sole discretion, repair or replace the defective product or refund the purchase price thereof.

To obtain warranty service, purchaser must return the Products to NuWhirl during the warranty period. NuWhirl will pay the freight costs for the return of any products for warranty service subject to the limitations above with respect to warranty claims. Purchaser is responsible for all other costs incurred in obtaining warranty service, including, without limitation, all cost of removal and reinstallation of product. Purchaser is responsible for all freight costs for return of products not covered by warranty or returned for reason other than warranty service.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NUWHIRL'S LIABILITY, IF ANY, WHETHER ARISING FROM BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT

LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO ITS PRODUCTS IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTICULAR GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL NUWHIRL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, WATER DAMAGE TO STRUCTURES OR OTHER PROPERTY.

The foregoing warranty shall not apply to any product which:

- has been damaged by or subject to negligence, abuse, misuse, misapplication, improper installation, alteration or modification, chemical corrosion, or improper maintenance;
- has been used in a manner contrary to written instructions supplied with the product;
- has been altered or repaired by anyone not either an authorized representative of NuWhirl or at the direction of such a representative;
- is due to minor variations in color and/or texture;
- has had the model identification or serial number removed, defaced or altered; or
- requires repair or replacement due to ordinary wear and tear, or has not been maintained in accordance with the care and maintenance instructions contained in the Life Valet website: www.lifevalet.com.
- has not been installed by a state-licensed contractor licensed in the state of installation
- has been installed with products, mounting hardware, components or fixtures not supplied or manufactured by NuWhirl

There will be a charge for replacement or service if products are returned for any of the reasons listed above and purchaser will be responsible for all freight costs.

NuWhirl reserves the sole authority to make any type of warranties or representations concerning NuWhirl or its products. This warranty cannot be modified except in a writing signed by an authorized officer of NuWhirl. NuWhirl will not be responsible for any warranties or representations made by any third party, including dealers, retailers, distributors, or contractors.

Claims Concerning the Products. Except for statements and claims made in written materials provided to Buyer by NSC, Buyer shall not make any statements or claims concerning any Product relating to its safety, benefits (medical or otherwise), ease of use or the use, storage, handling or disposal or operation of the Product without first obtaining the written approval of an officer of NSC. Any such statement or claim which is neither made in written materials provided to Buyer by NSC nor properly approved is referred to as an "Unapproved Claim."

Buyer's Assumption of Risk, Covenants and Indemnity. Buyer assumes all risk, liability and responsibility for any loss, damage, cost and expense arising out of or resulting from the handling, use, storage, disposal, or application of the Products. Buyer hereby assumes and agrees to indemnify, defend, and hold NSC harmless from and against all liability, loss, cost, damage, expense (including reasonable attorney's fees) arising out of or in connection with claims by Buyer, its employees, customers, independent contractors, and any third parties based upon or resulting from an Unapproved Claim or the handling, use, storage, disposal, or application of the Products. Buyer warrants that the Products shall not be resold, transferred exported or reused in any way by Buyer in violation of any U.S. Government Action. Buyer will indemnify, defend, and hold NSC harmless, including reasonable attorney fees, court costs, and costs of investigation and defense, from any harm or damages or liability caused to NSC by any breach of the foregoing representations or for the failure to comply with any laws or regulations, including without limitations, U.S. Government Action.

Limitation on Liability. Notwithstanding anything to the contrary herein, in no event shall NSC be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, whether foreseeable or not, that are in any way related to this Purchase Order, the breach hereof, loss of goodwill or profits, lost business however characterized and/or from any other cause whatsoever.

Subrogation. Buyer does hereby for itself and any parties claiming under or through it, release and discharge NSC from and against all hazards covered by Buyer's or any third party's insurance or self-insurance retention, and all claims against

NSC arising out of such hazards, including any right of subrogation by Buyer's or such third party's insurance carrier, are hereby waived by Buyer, and Buyer shall promptly so notify its insurance carrier.

Cause Beyond Control. The parties hereto shall not be liable for the nonperformance of any of their obligations hereunder, except nonpayment of amounts owing hereunder, if such nonperformance is occasioned by any war, government regulation or restriction of action, strike, lock out, accidents, storms, earthquakes, acts of terrorism, civil commotion, riot, fire, flood, accident, labor disputes, shortage or difficulty or inability to obtain materials for the manufacture of the Products, delay or failure in transportation or delivery, embargoes, "acts of God" or the public enemy or similar causes beyond the control of the parties hereto.

General. The Purchase Order shall be construed and controlled by the laws of the State of California, without regard to the choice or conflicts of law provisions of any jurisdiction. Buyer consents to exclusive jurisdiction and venue in the state and federal courts sitting in and for the County of Los Angeles, California. No suit or action that relates to the Purchase Order shall be commenced more than one year after the date hereof. In the event of any action to enforce the terms of the Purchase Order the prevailing party may be awarded its reasonable attorneys' fees and costs. All agreement, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provision or portion of this agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions hereof shall not be affected. The several captions used herein are for the convenience of the parties only and shall not affect the construction or the interpretation hereof

Non-Waiver. NSC's failure at any time to insist upon strict performance of any term, covenant or condition of this Purchase Order shall not be deemed a waiver of NSC's right thereafter at any time to insist upon strict performance of the said term, covenant or condition.

END OF TERMS & CONDITIONS