TERMS AND CONDITIONS OF SALE

Buyer acknowledges this contract includes and is subject to the following terms and conditions ("Agreement"):

1. Acceptance. This Agreement for purchase of Products is not effective unless accepted, in writing, by XploSafe. Upon acceptance of this Agreement by XploSafe, this Agreement is a binding contract between the parties. Without prior written consent of XploSafe, this Agreement may not be changed. This Agreement supersedes any prior agreements, representations, or other communications, oral or written, between the parties, and constitutes the entire agreement between the parties. XploSafe shall not be bound by any affirmation, representation, promise, or inducement not set forth herein. XploSafe's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained in this Agreement. No other terms and conditions apply to this Agreement.

2. Prices and Taxes. All prices are in U.S. Dollars unless otherwise specified. Prices do not include taxes of any kind or nature. Buyer agrees to be responsible for filing all tax returns and paying applicable tax relating to the Products. In lieu thereof, Buyer shall provide XploSafe with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease, or use. Buyer agrees to indemnify and hold XploSafe harmless from any and all such taxes.

3. Title, Transportation, and Delivery. Unless otherwise stated, delivery is F.O.B. the place of shipment at XploSafe's manufacturing facility ("Place of Shipment"). Title and all risk of loss shall be borne by Buyer upon XploSafe's delivery at Place of Shipment. XploSafe is not liable for any delay in performance of this Agreement or delivery of Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by acts of God, or any other causes beyond XploSafe's control. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's purchase, XploSafe may extend the date of shipment for a reasonable time. XploSafe reserves the right to deliver Products in installments. In the event delay in shipment is caused by Buyer or at Buyer's request, XploSafe may invoice Products ready for shipment, and payment shall be made in accordance with the terms of said invoice. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. XploSafe's responsibility for shipment and liability relating to shipment shall cease upon delivery of the Products to Place of Shipment.

4. Cancellation and Termination. Buyer may not cancel this Agreement, or any part thereof, after XploSafe's initial delivery of Products to Place of Shipment. Prior to delivery to Place of Shipment, the Buyer may cancel all or any part of this Agreement only with XploSafe's prior written consent and upon terms indemnifying XploSafe from all resulting losses and damages. XploSafe may terminate this Agreement, or any part thereof, at any time, for its sole convenience, for any reason or no reason at all. In the event of termination by XploSafe, or in the event XploSafe consents to a request by Buyer to cancel this Agreement, in whole or in part, Buyer shall reimburse XploSafe, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work or cancel shall be completed, delivered, and paid in full; and (ii) for work in progress and any materials and supplies procured, or for which definite commitments have been made by XploSafe in connection with the Agreement, Buyer shall pay such sums as may be required to fully compensate XploSafe for actual costs incurred, plus fifteen percent (15%). XploSafe shall have no obligation to compensate Buyer for anything related to any cancellation or termination of this Agreement.

5. Inspection and Acceptance. Buyer is solely responsible for determining whether the Products comply with applicable laws, regulations, industry standards or requirements applicable to Buyer's intended use. Buyer agrees it shall inspect the Products immediately after receipt and shall notify XploSafe in writing of any non-conformity or defect within ten (10) days after receipt. Buyer further agrees that failure to give such notice or putting the Products to use shall constitute acceptance. Acceptance shall be final, and Buyer waives the right to revoke acceptance for any reason.

6. Limited Warranty. XploSafe warrants Products manufactured by XploSafe against defects in material or manufacture for a period of one (1) year after date of delivery F.O.B. the place of shipment at XploSafe's manufacturing facility provided that, during the warranty period, Buyer sends XploSafe written notice within thirty (30) days of Buyer's discovery of the defect and establishes: (i) the Products have been maintained and operated in accordance with XploSafe's manuals and within the limits of rated and normal usage; and (ii) the defect did not result in any manner from any act or omission of Buyer, its agents, employees, or contractors including, without limitation, carriers for hire. If requested by XploSafe, Buyer at its own expense must return the defective Products to XploSafe for inspection, and if Buyer cannot establish conditions (i) and (ii) above have been met, then this limited warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of any rights under this limited warranty. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of XploSafe. This limited warranty is limited to the original Buyer and is not assignable or otherwise transferable unless made in writing and signed by an authorized officer of XploSafe. This limited warranty shall not apply to any of XploSafe's Products which have been subject to misuse, alteration, abuse, negligence, accident, acts of God, or sabotage.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF, AND EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON XPLOSAFE'S PART. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY CONTAINED IN THIS LIMITED WARRANTY. NO SALESPERSON, EMPLOYEE, AGENT, OR REPRESENTATIVE OF XPLOSAFE IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY UNLESS SUCH MODIFICATION IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF XPLOSAFE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

7. Remedies for Breach of Warranty. IN THE EVENT OF ANY BREACH OF THE LIMITED WARRANTY BY XPLOSAFE, THE PARTIES AGREE THAT BUYER'S SOLE REMEDY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCTS COVERED BY THE LIMITED WARRANTY, AT XPLOSAFE'S SOLE DISCRETION.

8. Buyer's Damages. In no event shall XploSafe be liable to Buyer for any reason related to this Agreement, including the Limited Warranty, or Products for anticipated or lost profits regardless of whether XploSafe was advised of the possibility of such damage, indirect damages, incidental damages, consequential damages, damages for failure of Products to comply with any international, national, federal, state, or local laws or regulations, or penalties or fines of any kind. In no event shall XploSafe's aggregate liability arising out of or related to this Agreement exceed the amounts actually paid by Buyer for the specific Product giving rise to the relevant claim.

9. XploSafe's Damages. If Buyer defaults or fails to perform any of its obligations under this Agreement, including the Limited Warranty, Buyer shall be liable to, and agrees to pay, XploSafe for all losses and damages suffered by XploSafe as a result of Buyer's default or failure to perform its obligations under this Agreement, including the Limited Warranty, including, without limitation, lost profits, indirect damages, incidental damages, and consequential damages.

10. Attorney Fees and Costs. Buyer shall be liable to XploSafe for all costs, expenses, attorney fees, and professional fees incurred by XploSafe relating to this Agreement, including the Limited Warranty, or Products. In no event shall XploSafe be liable for Buyer's costs, expenses, attorney fees, or professional fees incurred by Buyer relating to this Limited Warranty or Products.

11. Limitation of Actions. Any action by Buyer for breach of this Agreement, including the Limited Warranty, must be commenced within one (1) year after the cause of action has accrued.

12. Specification Changes. If XploSafe incurs additional expense due to changes in Buyer's order, or if XploSafe is required to modify the ordered Products, perform any work, or supply any equipment or material in addition to the items specified on the face hereof, the additional expense shall be added to the purchase price.

13. Security Interest. Buyer grants XploSafe a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and performance by Buyer of all its other obligations hereunder. XploSafe is entitled to all remedies of a secured party after default under the Oklahoma Uniform Commercial Code in addition to all other rights provided by contract and by operation of law. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which they may be located. Buyer agrees to execute any instrument or document considered necessary by XploSafe to perfect its security interest in the Products including, without limitation, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages, or other security instruments. Buyer agrees to notify XploSafe prior to relocation of Products in which XploSafe has a security interest.

14. Insurance Covering Products. Until the purchase price of the Products is paid in full, Buyer shall provide and maintain insurance equal to the total value of the Products delivered hereunder against customary casualties and risks, including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of XploSafe and Buyer as their interest may appear, and in an amount satisfactory to XploSafe. If Buyer fails to provide such insurance, it then becomes Buyer's responsibility to notify XploSafe so XploSafe may provide same, and the cost thereof shall be added to the purchase price. All loss resulting from the failure to provide and maintain such insurance shall be assumed by Buyer.

15. Default and XploSafe's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to XploSafe, shall, at XploSafe's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, XploSafe may pursue any and all remedies available to it under the Oklahoma Uniform Commercial Code and Oklahoma law.

16. Indemnification by Buyer. Buyer shall indemnify, defend, and hold harmless XploSafe, its directors, officers, employees, parents, subsidiaries, affiliates, agents, contractors (including, without limitation, carriers for hire), representatives, successors, and assigns from and against all lawsuits, actions, proceedings at law or in equity, claims, losses, damages, judgments, obligations, liabilities, fines, penalties, attorney fees, costs, and expenses arising out of or resulting in any manner from this Agreement or any acts or omissions of Buyer, its directors, officers, employees, parents, subsidiaries, affiliates, agents, contractors (including, without limitation, carriers for hire), representatives, successors, or assigns, whether such claims be based on XploSafe's negligence, strict liability, or product liability. With respect to all aspects of this paragraph: (i) XploSafe shall have the right to be represented by counsel of its own choosing, and (ii) no settlement shall impose upon XploSafe any obligation, admission of liability or wrongdoing, or prejudice without XploSafe's prior written consent.

17. Installation of Products. Buyer shall be solely responsible for the installation and start-up of Products. Notwithstanding whether XploSafe may provide a serviceperson, data, or drawings to aid Buyer with installation or start-up, **XPLOSAFE SHALL HAVE NO RESPONSIBILITY FOR INSTALLATION OR START-UP OF PRODUCTS AND XPLOSAFE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO SUCH INSTALLATION AND START-UP.**

18. Confidentiality. Buyer shall consider all information furnished by XploSafe ("XploSafe's Information") to be confidential and shall not disclose any XploSafe's Information to any other person unless Buyer first obtains express written consent from XploSafe. All XploSafe's Information and any work product or deliverables created using XploSafe's Information is and shall remain the property of XploSafe. Buyer shall prevent the unauthorized disclosure or use of XploSafe's Information.

19. Intellectual Property. All patents, patent rights, copyright, trade secrets, trademarks, proprietary information, designs, specifications, drawings, documentation, processes, inventions, improvements and other intellectual property rights relating to the Products or otherwise owned, developed, or provided by XploSafe (collectively, "XploSafe Intellectual Property") shall remain the sole and exclusive property of XploSafe. No right, title, ownership interests, or licenses in any XploSafe Intellectual Property is granted to Buyer by virtue of this Agreement except the limited right to use the Products for their intended purpose. Buyer shall not, and shall not permit any third party to, copy, modify, reproduce, redistribute, disassemble, decompile, reverse engineer, create derivative works from, or otherwise use XploSafe Intellectual Property except as expressly authorized in writing by XploSafe.

20. Applicable Law. This Agreement, including the Limited Warranty, shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Oklahoma without regard to the law relating to the conflicts of law.

21. Jurisdiction. XploSafe and Buyer agree the proper and exclusive forum and venue in all legal actions between them, or their successors or assigns, brought to enforce or construe any provision of this Agreement, including the Limited Warranty shall be in the United States District Court for the Western District of Oklahoma or, if federal jurisdiction is lacking, in the District Court for Oklahoma County, Oklahoma.

22. Assignment, Waiver, Severability, and Survival. No part of this Agreement may be assigned or subcontracted without the prior written approval of XploSafe. A waiver of any default under this Agreement or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or other term or condition. If any part of this Agreement is determined to be illegal or void, this Agreement shall remain in full force and effect as if such illegal or void term was omitted. All provisions or obligations contained in this Agreement that by their nature or effect are required or intended to be observed, kept, or performed after the cancellation or termination of this Agreement shall survive and remain binding upon and for the benefit of Buyer and XploSafe.

23. Miscellaneous. Buyer represents: (i) it is solvent and has the financial ability to pay for Products; and (ii) it has all requisite right, power and authority to perform its obligations under this Agreement.

24. Headings. Headings are inserted for convenience of reference only and shall not be considered as being of any significance whatsoever in the construction and interpretation of this Agreement.

Effective Date: 07 October 2026