

Sales Terms – OVL America Inc

Parties' intention and Scope of Application

These Sales Terms are applied to the sales of the Seller's containers to the Buyer. These terms serve as the default for the transaction. Commercial details related to pricing, storage periods, or similar may be negotiated separately, in which case such terms will take priority.

1. Seller

"Seller" shall mean OVL America Inc incorporated under the Laws of Delaware as well as any other entity to which OVL America Inc has transferred its rights and obligations under these "Sales Terms".

2. Buyer

"Buyer" shall mean the entity who buys the containers from the Seller in accordance with these Sales Terms.

Each separately referred to as "Party" and together as "Parties"

3. Priority of Separate Written Agreement

In the event that the Parties have entered into a separate written, or customized, agreement that specifically governs the sale of the goods or related services, the terms of such agreement shall prevail over these Sales Terms in the event of any conflict or inconsistency.

4. Delivery of Containers, Acceptance Inspection and Complaints

The Buyer is aware that the Containers are sold and delivered to the Buyer in working order and strictly "as is", at the Seller's depot as agreed by the Buyer and the Seller, unless otherwise agreed.

The Buyer has the obligation to carefully inspect the containers before the sale is concluded. The Buyer may not later present any claims or complaints regarding the general condition, functionalities, or internal conditions of a container which the Buyer could have discovered when inspecting the containers. Claims and complaints regarding the containers are taken

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into account only where they have been brought to the attention of the Seller in writing and at the latest on the next weekday following the date of delivery of the containers.

The Seller makes no representations or warranties of any kind, express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, fitness for a particular purpose, design, condition, availability, compliance with country or territory specifications, and excludes explicitly UCC Article 2 of implied warranties under the laws of New York.

Complaints regarding conditions of the containers which could not have been observed during the inspection of the containers must be made in writing to the Seller immediately and at the latest on the next weekday after discovery of such conditions.

5. *Passing of Liability for Risk*

The liability for risk of the containers passes to the Buyer at the time of transfer of possession of the containers to the Buyer or to a third party responsible for the transportation of the said containers.

6. *Payment of the Purchase Price*

Overdue payments are subject to United States Fed Funds Interest Rate or interest rate of 16 %, whichever of these two is the highest legal rate. Interest is added to each invoice after the due date of the invoice.

The Buyer is liable for paying all reasonable expenses arising out of request for payment as well as possible collection of the delayed payment.

7. *Installments not Included in the Purchase Price*

The purchase price does not include the following:

- i. Any taxes, if applicable,
- ii. transportation costs;
- iii. any other costs for which the Buyer is liable, such as, bank charges and wire fees payable by the remitter, domestication costs, registration fees, tolls, state or local taxes, customs duties or any additional charges imposed by any authority in

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connection with the sale under these Sales Terms or the sold containers.

All payments under these Sales Terms shall be made in full without any set-off, counterclaim, deduction, or withholding for any taxes or charges of any nature, except as may be required by mandatory law. If the Buyer is required by law to withhold or deduct any taxes from any payment due, the Buyer shall increase the amount of such payment so that the Seller receives the full amount it would have received had no such deduction or withholding been made.

8. Reservation and Transfer of Ownership

All containers delivered to the Buyer shall remain, in their entirety and including all parts thereof, in the sole ownership of the Seller, until the Buyer has duly fulfilled all its obligations under these Sales Terms and paid the purchase price to the Seller in full, interest and other possible additional expenses included.

The ownership to the containers shall transfer from the Seller to the Buyer at the time when the Buyer has duly fulfilled all its obligations under these Sales Terms and paid the purchase price to the Seller in full, interest and other possible additional expenses included.

The Parties acknowledge that this reservation of ownership constitutes a security interest under Article 9 of the Uniform Commercial Code, and Buyer agrees to cooperate with Seller in filing any financing statements to perfect such interest.

9. Limitation of Liability

The Seller shall not be liable for any damage caused to property inside the containers or for damages caused to the means of transport transporting the containers, nor for any indirect or consequential damages incurred to the Buyer or to a third party.

The Seller shall not be liable for damages incurred to a third party in connection with the transportation, placement or storage of the containers.

Under no circumstances shall Seller be liable for any loss of profits, or for any special, consequential, incidental, or exemplary damages, even if Seller has been advised of the possibility of such damages.

The Seller shall not be liable for any price reductions, compensation or other consequences

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that the Buyer is obliged to perform or has performed to its own contracting party or to some other third party. In any event, the Seller's liability shall not exceed the purchase price paid by the Buyer to the Seller of the specific container in question.

Nothing in this clause shall be construed to exclude or limit any rights or remedies that either Seller or Buyer may have under mandatory provisions of applicable New York law. This limitation of liability shall apply only to the extent permitted by law and shall not affect any statutory protections that cannot be contractually waived.

10. Responsibilities of the Buyer

- i.* **Compliance with laws** The Buyer is at its own expense responsible for complying with all applicable legal, tax and customs requirements and regulations in connection with these Sales Terms and the sale, transfer, use, importation and domestication of the containers bought under these Sales Terms.
- ii.* **Domestication of the Containers** It is the Buyer's responsibility to domesticate the containers and/or export the equipment under this sale in accordance with local rules and regulations. The Seller is not responsible for any costs incurred related to the above mentioned.
- iii.* **Container maintenance** The Buyer is at its own expense responsible for maintaining the containers in due condition as well as for taking care of necessary maintenance service operations and complying with all directions and orders pertaining to them.
- iv.* **Damage or loss before sale** The Buyer is liable for disappearance of the containers as well as for all damages incurred to the containers during the time that the containers have been in the possession of the Buyer, even if the ownership of the containers has not been transferred to the Buyer in accordance with section 9 (reservation and transfer of ownership) of these Sales Terms.
- v.* **Third parties and prevention of further damage** If a third party presents a claim regarding the containers or the containers are subject to danger in any manner, the Buyer must inform the Seller of such immediately. The Buyer is responsible for commencing all necessary actions to prevent and limit the damage in case the containers are subject to being damaged or lost.
- vi.* **Breaches** The Buyer is liable for all damages arising out of its breach or neglect of the prohibitions and its obligations pertaining to these Sales Terms. The

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Buyer is liable for reimbursing the Seller the acquisition price of the destroyed or lost container in the ownership of the Seller.

vii. Neutralization of the Equipment The buyer, after a successful transfer of ownership, is responsible, at his expense for the removal of all prefixes, identification system check digits, names and/or addresses, decals, logos, markings, designs or symbols

viii. Export Control and Sanctions Compliance

The Buyer represents and warrants that it will not use, resell, transfer, or otherwise dispose of the Containers in violation of any applicable export control laws, trade sanctions, embargoes, or restrictions imposed by the United States or any other competent authority. The Buyer shall indemnify and hold harmless the Seller from any liability, penalties, or costs arising out of or related to any such violation.

11. Alterations and Repairs

The Buyer shall not in any way alter or paint the containers or perform any repairs not agreed upon with the Seller in writing on the containers, if such actions are not necessary for preventing the contents of the container, or the container itself, from being destroyed or lost, before the ownership of the containers has transferred to the Buyer in accordance with Section 9 (reservation and transfer of ownership) of these Sales Terms.

12. Distraint and Confiscation

The containers shall remain as the sole property of the Seller until the moment when the ownership to the containers is transferred to the Buyer in accordance with Section 8 (reservation and transfer of ownership) of these Sales Terms. The Buyer shall not sell, pledge or without an explicit permission from the Seller, rent or in any other manner assign or transfer the containers still in the ownership of the Seller, or its rights pertaining thereto, to any third party. If authorities initiate distraint or confiscation of the containers still in the ownership of the Seller due to debts or liabilities of the Buyer, the Buyer is obliged to immediately inform the authorities of the true ownership of the containers as well as to inform the Seller about the measures planned or already performed by authorities. If any expenses incur to the Seller from protecting its right in the abovementioned situations, the Buyer is liable for reimbursing the Seller for all such expenses.

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13. Cancellation of Sale and Right of Withdrawal

The Seller has the right (but not the obligation) to cancel sales under these Sales Terms with immediate effect, if:

- i. payment of the purchase price is late for more than twenty (20) days from the due date specified in the invoice;
- ii. the Buyer uses or intends to use the containers in a manner which is contrary to these Sales Terms or not fit for their purpose of use or which is otherwise unlawful, provided that the ownership to the containers has not yet transferred to the Buyer in accordance with Section 9 (reservation and transfer of ownership) of these Sales Terms;
- iii. damage to or disappearance of the containers is deemed likely, provided that the ownership to the containers has not yet transferred to the Buyer in accordance with Section 9 (reservation and transfer of ownership) of these Sales Terms;
- iv. the Buyer otherwise commits a material breach of its obligations under these Sales Terms.
- v. In the above cases, the Seller shall further have the right to resell the Containers and recover from Buyer any deficiency between the resale price and the purchase price, together with all costs of repossession and resale.

If the sale under these Sales Terms has been cancelled on any of the abovementioned grounds, the Seller is entitled to prevent the use of the containers and to immediately reclaim the containers into its possession without consulting the Buyer and at the expense of the Buyer.

The Buyer shall empty the containers immediately as well as in any way assist the Seller in reclaiming the containers immediately. If the Buyer does not empty the containers by the agreed time limit or assist the Seller, the Seller is entitled to commence all necessary procedures at the expense of the Buyer.

The Buyer is liable for reimbursing the Seller for all costs incurred in connection with the

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disassembly and collection of the containers.

14. Amendment of Terms

The Seller reserves the right to amend these Sales Terms, including the purchase prices, at any time. All amendments shall be communicated to the Buyer in writing in order to become valid and effective.

15. Application Order

If the different language versions of these Sales Terms differ from each other or are discordant, the English language version shall prevail and apply.

16. Notices

Any notice, demand, or other communication under these Sales Terms shall be in writing and deemed duly given when (i) delivered personally, (ii) sent by internationally recognized courier service with proof of delivery, or (iii) sent by email to the addresses notified by the Parties. Notices shall be deemed received on the date of delivery or, in the case of email, on the next business day following transmission, provided no bounce-back or error message is received.

17. Indemnification

To the fullest extent permitted by applicable law the Buyer agrees to, at its own expense, protect, defend, hold harmless, and indemnify (collectively "Indemnify" and "Indemnification") the Seller, its subsidiaries, and its and their respective successors, assigns, directors, officers, employees, agents, stockholders (in the case of a privately held company), and Affiliates (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses of or by a third party OR whether or not involving a claim by a third party, including but not limited to reasonable attorneys' fees and costs (collectively, "Claims"), actually or allegedly, directly or indirectly, arising out of or related to

- i. any breach of any representation or warranty of Buyer contained in this Agreement;
- ii. any breach or violation of any covenant or other obligation or duty of Buyer under this Agreement or under applicable law;

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- iii. Any sale, ownership, or use of the Containers under this Agreement, including any attempt by a third party, whether private or governmental, to hold an Indemnified Party liable for Buyers acts or omissions;
- iv. any third party Claim which arise out of, relate to or result from any act or omission of Buyer; and
- v. any claim, seizure, forfeiture, lien, or other encumbrance imposed on or asserted against the Containers.
- vi. any bodily injury, death, or damage to property (including under strict liability in tort) arising from or related to the selection, use, storage, transport, maintenance, repair, delivery, or return of the Containers; and
- vii. other enumerated categories of claims and losses, in each case whether or not caused in whole or in part by the negligence of Seller, or any other Indemnified Party

This indemnity applies even if the Indemnified Party is claimed to be liable vicariously, by operation of law, or as a result of its own negligence or fault. Where applicable law restricts indemnification, the Buyer's obligation will extend to the fullest extent allowed. This clause will remain in effect after the termination or expiration of these terms.

18. Force majeure

The Seller shall not be liable for any delay or failure in the performance of any obligation under these Sales Terms, or for any damages suffered by the Buyer by reason of such delay or failure, if such delay or failure is caused by circumstances beyond the Seller's reasonable control, including but not limited to acts of God, natural disasters, pandemics, strikes, supply chain interruptions, port congestion, war, terrorism, government actions, or any other cause whether similar or dissimilar beyond Seller's reasonable control. The Seller may cancel all or part of any sale affected by such circumstances without liability.

19. Compliance and Sanctions

i. Compliance with Laws and Ethical Business Practices

Each Party shall operate in compliance with all applicable laws and regulations, conduct its business in a professional manner, and shall not engage in any deceptive, misleading, fraudulent, or unethical business practices in connection with these Sales Terms

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ii. **Sanctions Compliance**

Each Party represents and warrants that neither it, nor any of its direct or indirect shareholders or members of management, is subject to any laws, regulations, or orders adopted by the United Nations, the European Union, or the United States which prohibit or restrict transactions with specific persons or entities (“Sanctions”). Each Party further warrants that it shall not undertake, participate in, or knowingly facilitate any business activities or transactions in violation of Sanctions.

iii. **Responsibility for Compliance Costs**

Each Party shall be solely responsible for any costs, expenses, or obligations arising out of its own compliance with applicable laws, regulations, or Sanctions.

20. Applicable law and Dispute Resolution

This agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law rules.

The Parties shall primarily seek to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement through amicable and good-faith negotiations.

Failing such resolution within a reasonable time, all disputes shall be finally settled by either international commercial arbitration in New York (NYIAC), in accordance with the relevant applicable arbitration rules and with respect to the applicable law.

The language of the arbitration shall be English.

21. Severability

If any provision of these Sales Terms is found invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

22. Remedies and non-waiver

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All remedies reserved to the Seller under these Sales Terms shall be cumulative and in addition to any remedies available at law or in equity. The Seller's failure at any time to require strict performance of any term or provision of these Sales Terms shall not constitute a waiver of that provision or of any subsequent breach thereof. No waiver by the Seller shall be deemed effective unless made expressly in writing.

23. Survival of Terms

Any provisions of these Sales Terms that by their nature are intended to survive termination, cancellation, or expiration, including but not limited to indemnity, disclaimer of warranties, limitation of liability, and governing law, shall so survive. All remedies provided in these Sales Terms shall be cumulative with, and not exclusive of, any other remedies provided by law or equity.

24. Transfer of Agreement

The Seller is entitled to transfer all its rights pertaining to these Sales Terms and the sales pertaining to them to a third party. After being informed of such transfer, the Buyer is responsible for making all payments pertaining to these Sales Terms and the sales pertaining to them to the party to which the Seller has transferred its rights.

25. Entire Agreement

These Sales Terms, together with any written sales confirmations or separate written agreements entered into between the Parties, constitute the entire agreement between the Parties with respect to the sale of the Containers. They supersede all prior discussions, negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof. No terms or conditions contained in any purchase order or other document issued by the Buyer shall apply unless expressly accepted by the Seller in writing.