

Hardware Addendum

1. Definitions and Interpretation

- 1.1 **"End of Life"** means the point in time at which the Hardware is no longer marketed, sold, offered for sale, serviced, provided bug fix updates, or provided telephone / email technical support by DRB.
- 1.2 **"Estimated Delivery Date"** means the date(s) appearing on the Order Form(s).
- 1.3 **"Hardware Solution Delivery Date"** means the date that the Hardware is shipped from DRB's shipping dock.
- 1.4 **"Location"** means the Customer address identified on an Order Form, where the Hardware resides.
- 1.5 Any capitalized terms not defined in this Addendum shall have the meaning given in the Agreement. In the case of conflict or ambiguity between any provision contained in the body of this Addendum and any provision contained in the General Terms and Conditions in respect of the Hardware, the provision in the body of this Addendum shall take precedence.

2. Hardware.

- 2.1 **Product Availability And End Of Life (Eol).** Although DRB makes commercially reasonable efforts to provide adequate lead time for Customer planning purposes, End of Life decisions may be out of DRB's control given availability of parts. DRB may, at its sole discretion, cease to make available for purchase any or all Hardware under this Agreement from time to time. In such circumstances, DRB shall give the Customer at least 12 months' written notice, such notice to include details of the affected Hardware (including the part number(s) and the last date to purchase).
- 2.2 **Spares.** Spares for all Hardware (or a replacement) will be available for a minimum period after the delivery date as set out in the Documentation unless specified otherwise in the Order Form.

3. Delivery, Title And Risk.

- 3.1 DRB will use commercially reasonable efforts to deliver Hardware on or near the Estimated Delivery Date. However, delivery is subject to the then current manufacturing lead time, parts availability, and Customer's site preparation at its location(s). Delivery of Hardware is subject to full payment of the Fees as detailed in Section 7 of the General Terms and Conditions, and DRB shall retain a security interest and right of possession in the Hardware until Customer makes full payment Fees as detailed in Section 7 of the General Terms and Conditions. Without waiving any other rights or remedies available to it under applicable law or otherwise, DRB may, at its option, defer deliveries hereunder until all outstanding Fees due from Customer to DRB have been paid in full. Any rights or remedies of DRB granted under this Section 3.1 shall be in addition

to and not in lieu of any other rights of remedies DRB may have at law or in equity.

- 3.2 Customer may not cancel any Hardware purchase. Rescheduling of delivery of Hardware shall only be permitted: (i) once per order; (ii) for a period not exceeding 90 days following the Estimated Delivery Date; and (ii) subject to payment of a rescheduling Fee, equal to 10% of the Fee for the Hardware being rescheduled. Repeated rescheduling of Hardware delivery and/or any rescheduling for a period exceeding 90 days following the Estimated Delivery Date shall be deemed cancellation. Delivery of Hardware purchased following a discontinuation notice for the Hardware, may only be rescheduled until the last delivery date contained in the discontinuation notice. Any cancellation and/or rescheduling not in accordance with the provisions of these terms and conditions or by prior express signed written agreement of DRB shall incur a restocking fee equal to 100% of the Fee for the Hardware.
- 3.3 The provision of the Hardware is subject to FCA (Free Carrier INCOTERMS 2020) at DRB's shipping point as identified in an applicable Order Form, unless the Parties otherwise agree in an Order Form to an alternative destination. All risk in the Hardware, including of loss or destruction, by any cause or for any reason whatsoever, including without limitation by reason of theft, fire, water, and Acts of God, shall pass to Customer, at DRB's shipping point. In the event that Customer fails to take delivery at the agreed delivery point or delivery time, DRB may deliver the Hardware to Customer at Customer's expense and risk through a carrier of DRB's choice. Delays in delivering any installment shall not relieve Customer of its obligation to accept and pay for remaining deliveries.
- 3.4 Any such loss, destruction or damage to all or a portion of the Hardware shall not relieve the Customer from its obligations to make full payment of all amounts hereunder when due, unless otherwise agreed between the Parties.
- 3.5 Where Customer requires special delivery requirements, any special expenses are to be borne by the Customer, including special handling, packing and additional freight charges.
4. **Support.** Telephone support as provided in the Support Documentation for all Hardware will be available for a minimum period after the delivery date as set out in the Documentation unless specified otherwise in the Order Form.
5. **Fees**



5.1 Notwithstanding the provisions of the General Terms and Conditions, if the Parties agree that the Customer must pay a deposit for any or all of the DRB Solution, Customer shall pay the deposit set out in the Quote on or prior to the date set forth in the Quote and Customer deposits are non-refundable under any circumstances unless otherwise set out in the Quote.

6. **Insurance.** Customer shall arrange for applicable insurance covering the Hardware during transit from DRB's shipping point to their destination.

7. Installation.

7.1 Unless otherwise agreed in an Order Form, Customer assumes responsibility for installation of the Hardware. Such installation shall only be at the Location. DRB does not authorize all or any portion of the Hardware to be utilized at a different Location without advanced written authorization by DRB.

7.2 Customer of fuel automation systems must strictly adhere to DRB's installation instructions when installing the operating system and related products, especially with regards information security and implement, as a minimum, the following security measures: (i) connection through an internal LAN network which is separated from the internet via firewall, system's IP address hidden from the external public IP address (NAT); (ii) connect to the station via the internet using a secure VPN connection only; (iii) all internet access ports must be blocked, except for ports that are required to operate and maintain the station; (iv) installation of anti-malware systems; (v) implementation of strong password policy that requires minimum 8 characters, degree of complexity and password reset frequency. Password cannot be recovered if lost. Contact your DRB's representative if you need assistance with the implementation of information security procedures.

8. **Volume Commitment.** In the event that the Fee for the Hardware was subject to quantity/volume purchase over a specified period of time, and such quantity/volume is not met, Customer may be charged for the difference in Fee between DRB's recommended sale price (or price quoted to Customer for lower volume/quantity) and price actually paid by Customer, at the conclusion of the specified period of time.

9. **Hazardous Materials.** Customer acknowledges that certain Hardware covered by this Agreement may be considered, or become, a hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on DRB except as to the accuracy of special safety information actually furnished by DRB), with any hazard of such materials and their applications and the containers in which such materials are shipped. Customer agrees to inform and train its employees and its customers as to such hazards. Customer agrees to waive any claim against DRB and hold harmless and indemnify DRB against any claims by its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety

information actually furnished by DRB.

10. Hardware Warranty.

10.1 Subject to Section 10.2, DRB warrants that the Hardware shall substantially conform to the Documentation for the particular configuration of Hardware ordered for a period of one (1) year from the date of delivery. The foregoing warranty does not apply to any Hardware that has been subject to misuse, neglect, accident, or modification or which has been altered and are not capable of being tested by DRB under its normal test conditions.

10.2 Hardware sold as beta, demonstration or evaluation is sold or provided "as is" without warranty including but not limited to compliance with the Documentation.

10.3 DRB's sole obligation to Customer hereunder for Hardware failing to meet the aforesaid warranty shall be, at DRB's discretion, to repair or replace the non-conforming Hardware or issue Customer credit for the Fee for the non-conforming Hardware, where within the warranty period: 1) DRB has received written notice of any nonconformity; and 2) After DRB's written authorization to do so Customer has returned the non-conforming Hardware to DRB, freight prepaid; and 3) DRB has determined that the Hardware is non-conforming and that such nonconformity is not a result of Customer's conduct.

10.4 All requests for warranty repairs of Hardware shall be made in accordance with the [DRB Customer Care Plan](#), which is hereby incorporated by reference.

10.5 THE WARRANTY IN SECTION 10.1 EXTENDS TO CUSTOMER ONLY AND MAY BE INVOKED BY CUSTOMER FOR ITS CUSTOMERS. DRB SHALL NOT ACCEPT WARRANTY RETURNS DIRECTLY FROM CUSTOMER'S CUSTOMERS OR USERS OF CUSTOMER'S HARDWARE.

11. Exclusions

11.1 CUSTOMER ACKNOWLEDGES THAT THE PERFORMANCE OF THE HARDWARE MAY BE AFFECTED BY THE ACTS OR OMISSIONS OF THIRD PARTIES AND OTHER CAUSES REASONABLY BEYOND DRB'S CONTROL. DRB SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE.

11.2 CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT DRB DOES NOT PROVIDE FIRST OR SECOND LINE MAINTENANCE IN THE FIELD AND DOES NOT RUN, OPERATE, OR MAINTAIN THE HARDWARE AT THE CUSTOMER LOCATION AND THEREFORE CUSTOMER ASSUMES RESPONSIBILITY TO MAINTAIN THE DRB HARDWARE SOLUTIONS IN GOOD WORKING ORDER WITH GENUINE DRB PARTS, TO MAINTAIN THE HARDWARE AS RECOMMENDED BY DRB, AND TO PROVIDE SECURITY AS ARE COMMERCIALY REASONABLE TO ENSURE SECURITY FOR UNATTENDED HARDWARE SUCH AS PROPER LIGHTING, ELECTRONIC SECURITY, AND PERIODIC SWEEPS OF THE HARDWARE TO ENSURE CRIMINAL DEVICES ARE NOT ADDED.