

QUOTEPRO KIOSKS, LLC
TERMS AND CONDITIONS

- 1. APPLICABILITY.** These terms and conditions (“Terms and Conditions”) apply to any agreements entered into by and between QUOTEPRO KIOSKS, LLC., an ILLINOIS corporation (“QUOTEPRO”) and the customer identified in any Agreement (“Customer”). For the avoidance of any doubt, such agreements, includes but is not limited to purchase orders, sales order, order acknowledgments, product storage agreements, warranty agreements, or agreements for services (any of which are referred to herein as “Agreement”) with respect to any kiosks and related products manufactured by QUOTEPRO and any related products or services (the “Products”).
- 2. ACCEPTANCE.** Customer agrees to be bound by these Terms and Conditions, as may be amended from time to time, upon written acceptance of an Agreement by Customer. QUOTEPRO shall be bound by these Terms and Condition upon all of the following: i) written acceptance with a signature of an authorized representative of QUOTEPRO; (ii) QUOTEPRO’S receipt of any initial payment identified on the face of the Agreement or as defined by these Terms and Conditions; (iii) the Agreement does not contain any material arithmetic error, unauthorized price, or change; and iv) completion by QUOTEPRO of a satisfactory evaluation of Customer’s credit.
- 3. CONFLICTS.** Any discrepancy that exists between what is written on the face of an Agreement, in attachments, and/or these Terms and Condition shall be resolved according to the following order of precedence: (1) what is written on the face of an Agreement, subject to Section 2(iii) above, (2) what is written in the attachments to an Agreement, subject to Section 2(iii) above, and then (3) what is written in these Terms and Conditions.
- 4. DELIVERY.** All outstanding balances must be paid prior to shipment of any order by QUOTEPRO to Customer’s designation shipping destination. All shipments shall be FOB place of origin. Subject to Paragraph 7 below, title to all Products and risk of loss or damage shall pass to Customer upon delivery of tender of delivery notice to Customer (“Tender of Delivery Notice”), unless otherwise agreed to by QUOTEPRO in writing. A Tender of Delivery Notice may be sent to Customer electronically. QUOTEPRO’s selected carrier shall not be the agent of QUOTEPRO. QUOTEPRO assumes no liability for any delays or for any loss or damage to the Products while in transit to or from QUOTEPRO, Customer or Customer’s designated location, whether in truck or vehicles owned by QUOTEPRO, Customer, or any third person acting on QUOTEPRO or Customer’s behalf. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of such delay without penalty to QUOTEPRO. QUOTEPRO shall be entitled to refuse or to delay shipments for failure by Customer to pay within the terms for payments due to QUOTEPRO. Shipping charges shall be paid by Customer. For Products that will be picked up by Customer, once Tender of Delivery Notice has sent to Customer, QUOTEPRO shall hold the Products up to thirty-one (31) days (the “Pick-up Period”). Absent a Product Storage Agreement pursuant to Section 9 herein, QUOTEPRO shall charge Customer \$250 per unit of Product per month left in QUOTEPRO’S possession starting the day after the Pick-up Period. QUOTEPRO shall not under any circumstances be considered as an insurer of Products and shall not be liable, regardless of any cause.

5. **PROMISE TO PAY.** In return for QUOTEPRO extending credit to Customer under any Agreement, Customer jointly and severally agree to pay for all purchases pertaining to any Agreement and all other charges as described therein pursuant to the terms of the Agreement and these Terms and Conditions.
6. **TERMS.** All prices are in USD. All payments shall be paid in USD. Standard terms of payment are 100% deposit at the time of confirmation of an order and the remaining balance to be paid prior to shipping. Customer may pay by credit card and understands and agrees to be subject to processing fees of 3.0% for Visa and Mastercard and 4.0% for American Express charges. This processing fee will be added to the total purchase price and charged to customer at the time of order and is non-refundable. QUOTEPRO reserves the right to amend Customer's payment if the requested credit information is insufficient. Should payment not be received within the 30-day period, any unpaid balance shall commence to bear interest at the rate of 10.0% per annum, from the 31st day after the date payment is due, plus reasonable attorneys' fees and collection costs in the event QUOTEPRO commences collection activities as further described in Section 19 below. QUOTEPRO reserves the right to suspend or terminate, at any time and for any reason whatsoever, any credit terms previously extended to Customer. No additional credit or terms shall be extended to any past due accounts until Customer's account is brought current under arrangements approved by QUOTEPRO.
7. **SECURITY INTEREST.** QUOTEPRO retains, and Customer hereby grants QUOTEPRO, a security interest in Products, including all accessions to and replacements of them until Customer has made payment in full in accordance with the terms the Agreement, and Customer shall cooperate fully with QUOTEPRO in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recording thereof as QUOTEPRO may deem necessary for the perfection and protection of such security interest. All Products in QUOTEPRO'S possession shall be subject to a general lien until payment is made in full.
8. **TAXES AND SHIPPING COSTS.** QUOTEPRO'S prices do not include, and Customer shall pay, any sales, use excise or similar taxes or government charges attributable to the sale of Products, and any shipping, prepaid freight charges for international customers, and handling costs (including insurance) incurred in transporting Products to Customer. QUOTEPRO shall require a signed Illinois Resale Certificate if Products are not taxable. Customer agrees to execute the appropriate tax identification and exemption records as required by the State of Illinois.
9. **STORAGE.** Subject to Section 4 herein and the terms and conditions of a separate Product Storage Agreement, QUOTEPRO may, in its sole discretion, agree to store Customer's kiosks. QUOTEPRO shall store the kiosks in QUOTEPRO'S warehouse (or other designated location) in a method and manner consistent with commercially reasonable industry standards. QUOTEPRO shall deliver Tender of Delivery Notice to Customer prior to taking possession of kiosks for storage, at which point, risk of loss for all kiosks shall pass to Customer. Customer shall bear all risk of loss or damage to any kiosks stored in QUOTEPRO'S warehouse. QUOTEPRO shall not provide any type of insurance for any kiosks or Product stored by QUOTEPRO and it not responsible for any damage to or loss of stored kiosks, whether caused by fire, water, earthquake, liquefaction, theft or any other risk.
10. **DEFAULT.** Customer shall be in default of the terms herein or any Agreement in the event Customer: (i) fails to pay for the balance due as set forth in any Agreement on the date due; (ii)

breach any of the terms under any Agreement; (iii) breaches any provision of these Terms and Conditions; (iv) becomes the subject of a bankruptcy, receivership or other insolvency proceeding (each, an "Event of Default"). Upon the occurrence of an Event of Default, QUOTEPRO may (i) declare all amounts owed under any Agreement to be immediately due and payable; (ii) commence a collection action for all amounts owed under any Agreement; (iii) retain and/or repossess all goods purchased under an Agreement and otherwise foreclose and enforce QUOTEPRO'S security interest in accordance with applicable law; (iv) exercise all other rights and remedies accorded to QUOTEPRO at law and equity. Customer hereby agrees to pay QUOTEPRO costs of collection, including reasonable attorneys' fees and expenses, pursuant to Sections 19.

11. WARRANTY DISCLAIMER. QUOTEPRO DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. QUOTEPRO SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, PANDEMICS, ENDEMICS, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD. QUOTEPRO HEREBY WARRANTS THAT EACH COMPONENT MANUFACTURED OR SUPPLIED DIRECTLY BY QUOTEPRO WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE DATE OF INVOICE OR SHIPMENT, WHICHEVER OCCURS FIRST (THE "WARRANTY PERIOD"). ANY PRODUCT INVOICED BUT NOT SHIPPED WILL HAVE ITS WARRANTY PERIOD STARTED AS OF INVOICE DATE. QUOTEPRO'S WARRANTY MAY BE VOIDED BY MISUSE, ACCIDENT, MODIFICATION, UNSUITABLE PHYSICAL OR OPERATING ENVIRONMENT, IMPROPER MAINTENANCE BY CUSTOMER OR CUSTOMER'S SERVICE ORGANIZATIONS, REMOVAL OR ALTERATION OF PART IDENTIFICATION, OR FAILURE CAUSED BY A PRODUCT FOR WHICH QUOTEPRO IS NOT RESPONSIBLE. BATTERIES FOR PC MOTHERBOARDS AND UPS SYSTEMS, AND LED LIGHT BUILD SHALL NOT EXTEND BEYOND ONE YEAR.

12. RETURN POLICY. All orders placed are final. During the Warranty Period, Customer may return defective parts to QUOTEPRO at Customer's sole expense. QUOTEPRO shall repair and replace any defective component within 30 days of receipt at QUOTEPRO'S expense, including all return shipping expenses. This warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer. Notwithstanding the foregoing, QUOTEPRO does not warrant any component supplied by Customer or its suppliers.

INTELLECTUAL PROPERTY AND PATENT RIGHTS. The components manufactured by QUOTEPRO pursuant to any Agreement do not infringe upon any trademark, copyright, patent, trade secret or other intellectual property right of any third party. Customer represents and warrants it will not use QUOTEPRO components in any fashion, method or combination with other products which infringes or may infringe upon a third party's trademark, copyright, patent, trade secret or other intellectual property rights.

13. AMENDMENT. No provision of these Terms and Conditions or any Agreement may be changed, waived, discharged, or terminated, except by an instrument in writing executed by the party against which enforcement is sought.

- 14. ASSIGNMENT.** QUOTEPRO may assign, sell and/or transfer any or all of any Agreement, obligations or any balances due thereunder without prior notice or consent of Customer. Customer shall not sell, assign, or transfer any of Customer's rights or obligations under any Agreement without the prior written consent of QUOTEPRO. Any assignment of this Agreement or any rights or obligations hereunder by Customer shall be void without QUOTEPRO'S prior written consent.
- 15. GOVERNING LAW.** These Terms and Conditions and any Agreement is governed by and construed in accordance with the laws of the State of Illinois. Venue for any action relating to these Terms and Conditions or any Agreement shall be in Cook County in the State of Illinois.
- 16. COLLECTION FEES AND COSTS.** QUOTEPRO shall be entitled to collect from Customer any fees and costs, including reasonable attorneys' fees and costs, incurred by QUOTEPRO for collection of unpaid invoices or other amounts due from Customer to QUOTEPRO or in the enforcement of any of these Terms and Conditions or any Agreement.
- 17. ATTORNEYS' FEES.** If any legal action or other proceeding is brought to enforce these Terms and Conditions or any Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs in such proceeding from the other party.
- 18. INDEMNIFICATION.** Customer agrees that QUOTEPRO is not liable, in whole or in part, for any claims or damages arising from use of the Products, including but not limited to: (a) with any other software or product where such use violates third-party property rights, including intellectual property rights; (b) where failure of Products could lead to possible injury to a person, loss of life or property damages from such use; or (c) where any other claims, demands, causes of action, costs, expenses or other losses, whether to person or property, may arise from Products unless due to QUOTEPRO'S gross negligence or willful misconduct. Customer agrees to indemnify, defend and hold QUOTEPRO harmless from any and all claims, causes of action, losses, costs, liability or damages arising out of, or in connection with, any of these uses. This indemnification shall survive termination of any applicable Agreement. Customer, at its cost, will indemnify, defend, and hold QUOTEPRO harmless from any expenses, damages, and costs, including attorney's fees, arising from or incurred as a result of any claim or contention by a third-party that Customer's use or application of the components manufactured by QUOTEPRO infringes upon such third party's rights.
- 19. LIMITATION OF LIABILITY.** QUOTEPRO Company shall not be responsible nor shall be held liable to Customer for any indirect, consequential, incidental, special or exemplary damages, including but not limited to, loss of revenue or anticipated profits, loss of investment, loss of product, business interruption or lost business, personal injuries or any payments due for personal injury, even if QUOTEPRO has been advised of the possibility of such damages. At no time shall QUOTEPRO'S liability exceed the value of the applicable purchase order or actual payment to QUOTEPRO made by Customer, whichever is less. QUOTEPRO'S charges are based on this policy limiting its liability. Customer agrees to be responsible for all other loss or damage including liabilities and obligations to end users and others.
- 20. FORCE MAJEURE.** All quotations, orders, or agreements or any modifications thereof are contingent upon and subject to any and all occurrences beyond QUOTEPRO'S control including, but not

limited to strikes, work stoppages, slowdowns or other concerted acts of workmen, whether direct or indirect, whether occurring at QUOTEPRO'S factory or Customer location, the plant or factory of any supplier of QUOTEPRO, or elsewhere; accidents, theft, fires, earthquakes, floods, explosions, war, acts of God, or pandemics such as Covid-19; failure of QUOTEPRO supplied equipment, or materials to meet promised delivery schedules; or affecting to a degree not existing at the date of any order the supply, availability or use of materials, fuels, utilities, energy or labor. QUOTEPRO shall not be liable for failure to perform any obligations under any agreement for such causes. S

- 21. NOTICES.** All notices or other communications must be provided in writing and will be deemed to have been given when mailed, postage prepaid, by registered or certified mail, addressed to QUOTEPRO at QUOTEPRO KIOSKS INC., 820 N. Orleans Street, Suite 400, Chicago IL 60610.

- 22. SEVERABILITY.** If a court of competent jurisdiction declares any provision of these Terms and Conditions or any Agreement illegal or unenforceable, it will be ineffective only to the extent of such illegality or unenforceability, without affecting the validity and enforceability of the other provisions. The headings in these Terms and Conditions are inserted for convenience of reference only and will not be used in the interpretation of these Terms and Conditions.

- 23. HEADINGS.** The headings used herein are inserted for convenience of reference only and will not be used in the interpretation of these Terms and Conditions.

- 24. NONWAIVER.** The failure of QUOTEPRO to enforce any provision herein or any Agreement is not construed as a waiver of that provision or of QUOTEPRO's right to enforce that provision or any other provision herein or any Agreement.

- 25. INTEGRATION AND ASSIGNMENT.** These Terms and Conditions along with any Agreement contain the entire and the only agreement between the parties with respect to the Products, and any representation, promise or condition herewith not specifically incorporated herein in writing is hereby deemed invalid.