HARDWARE AND MEDIA PURCHASE ATTACHMENT

Peak desires to provide to Customer, and Customer desires to obtain the hardware ("Hardware"), third party repair services, such as extended manufacturer warranty services, resold by Peak to Customer under an Order ("OEM Services"), third party software resold by Peak to Customer under an Order ("Third Party Software"), safety solutions products such as UV lights, hand sanitizer, safety masks, track and trace labels, floor labels, distancing and contact tracing software, temperature screening kiosks and equipment, safety shields and antimicrobial film ("Safety Solutions Products" or "SSP") and consumable supplies such as paper, ribbons and print heads ("Media") identified in an Order in accordance with the terms and conditions set forth in this Hardware and Media Purchase Attachment ("Attachment") and the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **DELIVERY.** All Hardware, Media and SSP listed in an Order shall be delivered to Customer F.O.B. Origin (FCA Origin), at which time title and risk of loss to such Hardware, Media and SSP shall pass to Customer. Customer acknowledges and agrees that the quantity for Media and SSP orders may vary by plus or minus ten percent (10%) of the quantity ordered and Customer agrees that delivery within such variance shall be deemed acceptable by Customer.
- 2. RESTOCKING FEE. At Peak's discretion, Customer may return or cancel a Hardware order for reasons other than a warranty claim. Peak reserves the right to charge Customer restocking and/or handling fees equal to the actual restocking and/or handling fee charged to Peak by the third-party Hardware or Media provider for the returned Hardware and/or Media ("Restocking Fee"). Such Restocking Fee shall be due upon receipt of Peak's invoice. Peak will not accept the return of custom Media, custom Hardware, or SSP.
- 3. BILLING AND PAYMENT. Peak shall invoice Customer for the Hardware, Media and SSP at time of shipment and Customer shall pay Peak upon receipt of Peak's invoice. Peak shall invoice Customer for any additional installation charges upon installation of the Hardware by Peak at Customer's location. Customer hereby grants Peak a purchase money security interest in the Hardware, Media, SSP, and all other products listed in an Order to secure the payment of all amounts owed to Peak until such time as payment in full is received.
- 4. BLANKET ORDERS. In the event that Customer has purchased the Hardware or Media in a blanket order with multiple shipment dates, Peak will invoice Customer on the shipment date of each installment of the blanket order. Customer shall be responsible for the total purchase price of the blanket order. In the event that Customer has not requested delivery of the total quantities of the Hardware or Media prior to the expiration date of the blanket order, Peak will invoice the Customer for the remaining balance due and Customer agrees to pay the remainder of the total purchase price upon receipt of Peak's invoice. If no expiration date is stated on the Order, the blanket order shall expire twelve (12) months from the date of the Order.
- **5. WARRANTY.** Peak hereby assigns to Customer, to the extent possible, the benefits of any warranties provided to Peak by the manufacturer(s) of the Hardware and Media. Zebra's warranty information is found at: https://www.zebra.com/us/en/support-downloads/warranty/product-warranty.html Peak's obligations and liability under this warranty is conditioned upon the receipt of prompt notice of defects as to parts and/or workmanship from Customer, and is limited to repairing or, at Peak's sole option, to replacing the

- Hardware/Media or, if Peak is unable to repair or replace the Hardware/Media, to refund the purchase price paid by Customer to Peak. This warranty shall be void if the Hardware/Media is damaged or rendered unusable by the willful act, negligence and/or tampering of persons other than Peak. Peak makes no warranty or guaranty for any hardware or thirdparty materials. Customer understands that Peak is not responsible for, and will have no liability for, hardware, software, or any other items or any services provided to Customer by any persons other than Peak. TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ATTACHMENT, Peak DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED WITH REGARD TO THE SERVICES PROVIDED UNDER THIS ATTACHMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS ATTACHMENT.
- **6. OEM SERVICES AND THIRD-PARTY SOFTWARE.** In the case of OEM Services and Third-Party Software, Customer shall consider the third-party provider to be the contracting party. The OEM Services are governed by the terms of sale set forth on the third party's website. Third Party Software is governed by the terms of sale and end user license agreement on the third party's website. The third-party shall be the party responsible for providing the OEM Services and Third-Party Software to Customer, and Customer shall look solely to the third-party for any loss, claims or damages arising from or related to the provision of OEM Services or Third-Party Software. Customer hereby releases Peak from any and all claims arising from the performance of the OEM Services or provision of Third-Party Software.
- 7. SAFETY SOLUTIONS PRODUCTS. Customer acknowledges that Peak makes no warranties or representations concerning the capabilities or regulatory approvals of Safety Solutions Products. Customer should visit the manufacturer's website for the latest product information. Customer further acknowledges and agrees that it will hold Peak harmless from any and all claims that seek to hold Peak liable for injury, disease or illness occurring in connection with the use of Safety Solutions Products.
- **8. INCORPORATION OF AGREEMENT.** The parties hereby acknowledge and agree that this Attachment is attached to and forms a part of the Agreement and that the terms of the Agreement are also incorporated herein by reference.