

OLEA KIOSKS INC.

TERMS AND CONDITIONS

- 1. APPLICABILITY.** These terms and conditions (“Terms and Conditions”) apply to any agreements entered into by and between OLEA KIOSKS, INC., a California corporation (“OLEA”) 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 OLEA and any related products or services (the “Products”). These Terms and Conditions may be modified at any time by OLEA by posting the revised Terms and Conditions found [here](#).
- 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. OLEA shall be bound by these Terms and Condition upon all of the following: (i) written acceptance with a signature of an authorized representative of OLEA; (ii) OLEA’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 OLEA 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 past due balances must be paid prior to shipment of any order by OLEA 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 OLEA in writing. A Tender of Delivery Notice may be sent to Customer electronically. OLEA’S selected carrier shall not be the agent of OLEA. OLEA assumes no liability for any delays or for any loss or damage to the Products while in transit to or from OLEA, Customer or Customer’s designated location, whether in truck or vehicles owned by OLEA, Customer, or any third person acting on OLEA 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 OLEA. OLEA shall be entitled to refuse or to delay shipments for failure by Customer to pay within the terms for payments due to OLEA. Shipping charges shall be paid by Customer. For Products that will be picked up by Customer, once Tender of Delivery Notice has been sent to Customer, OLEA shall hold the Products up to seven (7) days (the “Pick-up Period”). Absent a Product Storage Agreement pursuant to Section 9 herein, OLEA shall charge Customer \$475 per unit of Product per month left in OLEA’S possession starting the day after the Pick-up Period. OLEA reserves the right to transfer product to a third-party storage facility after the Pick-up Period. OLEA 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 OLEA 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 50% deposit due at the time of confirmation of an order and the remaining balance due upon completion. 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. OLEA 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 OLEA commences collection activities as further described in Section 19 below. OLEA 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 OLEA. OLEA shall impose a \$25.00 return check charge for all checks returned for non-sufficient. Payments will be made to: OLEA KIOSKS INC., 13845 Artesia Blvd., Cerritos, CA 90703. Attn: Accounts Receivables
7. **SECURITY INTEREST.** OLEA retains, and Customer hereby grants OLEA, 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 OLEA in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recording thereof as OLEA may deem necessary for the perfection and protection of such security interest. All Products in OLEA'S possession shall be subject to a general lien until payment is made in full.
8. **TAXES AND SHIPPING COSTS.** OLEA'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. Customer will be responsible for paying all relevant sales tax use tax or similar taxes and any other government fees. OLEA shall require a valid tax exemption document, which may include but is not limited to a resale certificate, to exclude sales tax, use tax or other similar tax. Customer agrees to execute and/or provide all appropriate tax identification and tax exemption records or resale certificates as required by applicable law.
9. **STORAGE.** Subject to Section 4 herein and the terms and conditions of a separate Product Storage Agreement, OLEA may, in its sole discretion, agree to store Customer's kiosks. OLEA shall store the kiosks in OLEA'S warehouse (or other designated location) in a method and manner consistent with commercially reasonable industry standards. OLEA 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 OLEA'S warehouse. OLEA shall not provide any type of insurance for any kiosks or Product stored by OLEA 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. Customer shall procure and keep in force Commercial General Liability Insurance pursuant to the terms of Section 22, which shall be sufficient to protect the entire value of all kiosks in OLEA'S possession at any time. In the event of any conflict between these Terms and Conditions and the Product Storage Agreement, the Product Storage



Agreement shall control. For purposes of these terms and conditions, a Product Storage Agreement is an Agreement.

10. **CUSTOMER CONSIGNED COMPONENTS.** There may be circumstances where Customer request OLEA to hold Customer's goods that will be used in the manufacturing process ("Consigned Components"). OLEA reserves the right to decline Customer's request for consignment of individual enclosure components. These items include, but are not limited to LCDs, credit card readers, and printers. If Consigned Components are requested by Customer, a sample must be provided to OLEA Engineers before start of engineering for Olea to confirm compliance with specifications. Schedule allowance for Engineering Analysis is normally two (2) weeks from time of receipt. Components selected which do not meet specification are subject to Out-of-Scope Engineering Fees of \$250/hour. While OLEA will facilitate repair or replacement of Consigned Components, Consigned Components are not covered under Olea's standard warranty or field service contracts, if applicable. Repair fees, service charges, and Consigned Component replacement lead times are the responsibility of Customer and Customer waives and releases Olea from any liability related thereto. Systemic failures of any product that are caused by Consigned components are subject to out-of-scope diagnosis and remedy charges and Customer agrees to pay such charges. OLEA reserves the right to reject any quality failures for Consigned Components, and Olea is not responsible for lost, damaged, incomplete, or late delivery of Consigned Components. OLEA reserves the right to assess and invoice Customer storage fees for delayed work in progress related to Consigned Components. OLEA is not responsible for any delays in delivery time due to late, damaged, or incorrect arrival of Consigned Components. Customer is responsible for all shipping costs for Consigned Components, which includes but is not limited to the return of damaged Consigned Components to Customer or any third parties. OLEA reserves the right to return excess Consigned Components to Customer and Customer agrees to be responsible for such expenses.
11. **CHANGE ORDER FEE/OLEA SHOP RATE.** Customer agrees that any modifications to the original sales order require a signed change order. For all change orders, Olea's standard shop rates are \$200/hour for shop labor, \$250/hour for engineering, and \$150/hour for administrative changes. Changes submitted within 48 hours of Order Confirmation will not incur a change order fee. Changes necessitated by components end of life will not incur a change order fee.
12. **DELAYS.** For any unplanned delays caused by failure of Customer to provide deliverables by the agreed upon due date, including but not limited to delays in providing parts for consignment, graphics, delays in payment, or similar items, Customer agrees to pay to Olea \$50/day per kiosk. Delays which are communicated with Olea and scheduled for within two (2) weeks of submission of order confirmation are exempt from this. Kiosks completed but not shipped due to delays in payment or delivery information will accrue this fee starting from the agreed upon ship date of the kiosk.
13. **CREDIT APPLICATION.** OLEA'S acceptance of any purchase order from Customer is contingent upon receipt and written approval of Customer's credit application by OLEA.
14. **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) makes a material misrepresentation or misstatement in any credit application, financial statement, or any other document submitted to OLEA in connection with any Agreement; (v) becomes the subject of a bankruptcy, receivership or other insolvency





proceeding (each, an “Event of Default”). Upon the occurrence of an Event of Default, OLEA 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 OLEA’S security interest in accordance with applicable law; (iv) exercise all other rights and remedies accorded to OLEA at law and equity. Customer hereby agrees to pay OLEA costs of collection, including reasonable attorneys’ fees and expenses, pursuant to Sections 19 and 20.

15. **WARRANTY DISCLAIMER.** OLEA DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. OLEA 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. OLEA HEREBY WARRANTS THAT EACH COMPONENT MANUFACTURED OR SUPPLIED DIRECTLY BY OLEA 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. OLEA’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 OLEA IS NOT RESPONSIBLE. BATTERIES FOR PC MOTHERBOARDS AND UPS SYSTEMS, AND LED LIGHT BUILD SHALL NOT EXTEND BEYOND ONE YEAR.
16. **RETURN POLICY.** All orders placed are final. During the Warranty Period, Customer may return defective parts to OLEA at Customer’s sole expense. OLEA shall repair and replace any defective component within 30 days of Customer’s receipt of product at OLEA’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, OLEA does not warrant any component supplied by Customer or its suppliers.
17. **INTELLECTUAL PROPERTY AND PATENT RIGHTS.** The components manufactured by OLEA 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 OLEA 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.
18. **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.
19. **ASSIGNMENT.** OLEA 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 OLEA. Any assignment of this Agreement or any rights or obligations hereunder by Customer shall be void without OLEA’S prior written consent.



20. **GOVERNING LAW.** These Terms and Conditions and any Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action relating to these Terms and Conditions or any Agreement shall be in Los Angeles County in the State of California.
21. **COLLECTION FEES AND COSTS.** OLEA shall be entitled to collect from Customer any fees and costs, including reasonable attorneys' fees and costs, incurred by OLEA for collection of unpaid invoices or other amounts due from Customer to OLEA or in the enforcement of any of these Terms and Conditions or any Agreement.
22. **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.
23. **INDEMNIFICATION.** Customer agrees that OLEA 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 OLEA'S gross negligence or willful misconduct. Customer agrees to indemnify, defend and hold OLEA 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 OLEA 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 OLEA infringes upon such third party's rights.
24. **INSURANCE.** Customer agrees to procure and keep in force (1) Commercial General Liability (CGL) with limits of Insurance not less than: \$1,000,000 Each Occurrence Limit. Customer shall name OLEA KIOSKS, INC. as additional insured on such policies of insurance and timely furnish to OLEA all certificates of insurance in a satisfactory form. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Customer's Commercial General Liability Policy, as well as a copy of the policy's endorsement providing coverage to the additional insured on a primary and non-contributing basis. Should Commercial General Liability insurance not be provided to OLEA, then Customer hereby acknowledges, understands and agrees that OLEA KIOSKS, INC. bears no liability in the event or loss or damage to the Product. Furthermore, Customer hereby acknowledges, understands, and agrees that Customer is not entitled to any insurance proceeds that OLEA KIOSKS may receive related to the damage to the Product.
25. **LIMITATION OF LIABILITY.** OLEA 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 OLEA has been advised of the possibility of such damages. At no time shall OLEA'S liability exceed the value of the applicable purchase order or actual payment to OLEA made by Customer, whichever is less. OLEA'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.



26. **FORCE MAJEURE.** All quotations, orders, or agreements or any modifications thereof are contingent upon and subject to any and all occurrences beyond OLEA'S control including, but not limited to strikes, work stoppages, slowdowns or other concerted acts of workmen, whether direct or indirect, whether occurring at OLEA'S factory or Customer location, the plant or factory of any supplier of OLEA, or elsewhere; accidents, theft, fires, earthquakes, floods, explosions, war, acts of God, or pandemics such as Covid-19; failure of OLEA 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. OLEA shall not be liable for failure to perform any obligations under any agreement for such causes.
27. **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 OLEA at OLEA KIOSKS INC., 13845 Artesia Blvd., Cerritos, CA 90703 or to Customer at the address set forth in Customer's credit application, or such other address as is properly designated by notice.
28. **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.
29. **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.
30. **NONWAIVER.** The failure of OLEA to enforce any provision herein or any Agreement is not construed as a waiver of that provision or of OLEA'S right to enforce that provision or any other provision herein or any Agreement.
31. **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.

1 Year Basic Warranty – Standard warranty included with each purchase

Olea Kiosks, Inc. hereby warrants that each component manufactured or supplied directly by Olea 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 that date.

During the Warranty Period, Customer shall return defective parts to Olea at Customer's expense. Olea shall repair or replace any defective component within thirty (30) days of receipt, at Olea's expense, including all return shipping expenses. Unique and or Custom Components may be subject to longer lead times, including but not limited to: Ticket, Card and Wristband Printers, ID and Biometric Scanners, etc. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. Olea does not warrant any component supplied by customer or its suppliers.



Olea'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 Olea is not responsible. Batteries for PC motherboards and UPS systems, and LED light bulbs are not warrantied beyond one year.

1 Year Warranty with Advance Replacement

As an upgrade from the Basic Warranty, the Advance Replacement Warranty provides for an advance 2nd day shipment of an in-stock replacement component while the customer ships the defective component back to Olea. This decreases the repair time of 30+ days of the components to 3-7 business days.

1 Year Warranty with Advance Replacement and 48 hours tech on site

As an additional upgrade from the Basic Warranty, the Advance Replacement and 48 hours Tech on Site warranty provides for qualified service technician to be on site and repair/replacement the defective component. This decreases the repair time of 30+ days of the components to 3-7 business days and adds service personnel to complete the repair.

3 Year Warranty with Advance Replacement

3 Year term with advance replacement components to decrease downtime.

3 Year Warranty with Advance Replacement and 48 hours tech onsite

Extended Advance replacement with technician on site for repairs. Our longest most comprehensive warranty available.

No Fault Found (NFF): If a service diagnosis result is "no fault found," a minimum NFF fee of \$175 will apply, in addition to the cost of the replacement component and shipping sent in advance if applicable.

