



COLLECTIVE INTELLIGENCE GROUP

Industrial Fleet **SAFETY** and **PRODUCTIVITY**
across **ANY BRAND** of **ANY EQUIPMENT**

Standard Terms & Conditions of Sale

Collective Intelligence Group

Tuesday, 12 August 2025

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Limited Warranty Statement

1. Entire Agreement / Orders/ Order Process.

This agreement (the "Agreement") is between CIQ360 Inc., d/b/a Collective Intelligence Group, its subsidiaries and its affiliates (collectively "CIG") and Purchaser ("Purchaser"). No order for CIG's goods (including replacement parts) or services shall be binding upon CIG until acknowledged in writing by CIG. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between CIG and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after CIG's written acknowledgement is rejected and all documents exchanged prior to CIG's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties.

For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will CIG be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, in situations in which CIG satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon CIG unless specifically accepted in writing by a duly authorized agent of CIG. The signing of a purchase order or other document by CIG as a condition of payment shall not be deemed a specific acceptance of terms or conditions contained therein by CIG.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earliest of:

- a. acceptance of CIG's quotation,
- b. the issuance of a purchase order to CIG (a "Purchase Order" or "PO") or;
- c. acceptance of delivery of the goods, materials, equipment or services.



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2. Prices.

Until acceptance of a Purchase Order from Purchaser to CIG is acknowledged in writing by CIG, all prices for any materials, equipment or services from or by CIG are subject to change, provided that the current prices (as of the effective date stated above) are attached to these Terms and Conditions. Replacement Parts are attached as Schedule D to these Terms and Conditions.

Written quotations by CIG expire sixty (60) calendar days from the date of quotation unless specified otherwise. Verbal quotations by CIG are non-binding on CIG. Quoted prices by CIG do not include sales, excise, municipal, state or any other government taxes or tariffs. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by CIG from Purchaser, shall be paid by Purchaser to CIG unless Purchaser furnishes CIG with exemption certificates acceptable to the relevant taxing authorities. CIG reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of CIG. Typographical and/or clerical errors made by CIG are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, CIG shall have the right to increase any price previously quoted by CIG to cover any escalation in labor, material, overhead, component costs and delivery costs. CIG also reserves the right to charge Purchaser for any reasonable storage or costs incurred by CIG as a result of such delays.



3. Terms of Payment

Payment is due from Purchaser to CIG in thirty (30) calendar days from the date of invoice, unless specified otherwise and approved in writing by CIG. In the event that the Purchase Order between Purchaser and CIG requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or CIG will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by CIG.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by CIG in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full-face amount thereof. CIG may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

CIG reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, CIG may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, CIG shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by CIG, CIG may terminate this Agreement without penalty.

At any time prior to or after commencement of work by CIG on any Purchase Order, CIG may request that Purchaser provide CIG with reasonable documentation demonstrating that Purchaser has the ability to fully perform any and all payment obligations of Purchaser specified in these Standard Terms and Conditions, Purchase Order and Agreement within fourteen (14) days of receipt of written request by CIG. CIG shall be entitled to refrain from commencement



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or stop work if Purchaser fails to timely provide CIG the evidence requested by CIG.

4. Training Support

CIG will support Customer in being able to provide User training onsite at implementation. CIG expects that wherever possible Customer will provide the handover to the End User. Should CIG be required to provide End User Training this will need to be agreed at least 14 Days prior to the intended Training Date. CIG will release to Customer, Product Update bulletins for distribution to their Customers. CIG will support End User Technical Support in the resolution of any System or Hardware Issues.

5. Taxes & other charges

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to CIG's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax (if any), duty, custom, tariff, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority, whether before or after the date of this Agreement, arising from the Goods and/or Services provided by CIG. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge.

In the event CIG is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse CIG for this cost, or in lieu of such payment by CIG, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to CIG for reasonable attorneys' fees and/or court costs incurred by CIG as a result of Purchaser's failure to pay the charges listed herein.



6. Delivery.

CIG shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. CIG will use its commercially reasonable efforts to meet promised delivery dates, but under no circumstances shall CIG be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify CIG within thirty (30) days after acceptance of the Purchase Order by CIG of the desired delivery date. If Purchaser does not notify CIG of the desired delivery date, a delivery date of six (6) months, after approval of submittals shall be the agreed-upon delivery date, unless specified otherwise by CIG. Submittals by CIG must be reviewed and returned to CIG by Purchaser within twenty-one (21) days. For any delays or postponement of the delivery date, which are the fault or responsibility of Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

CIG reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide CIG with such access, machine downtime, utilities and equipment as CIG shall reasonably require on a timely basis in order to perform the services efficiently and in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that CIG shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations stated in the Agreement, Purchase Order or stated herein. Purchaser further agrees that CIG shall be entitled to increase the price for the services to reflect any increased cost to CIG caused by Purchaser's failure to perform or Purchaser's late performance.



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If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when CIG is prepared to ship the goods or perform the services. The goods may thereafter, at CIG's option, be stored at the risk and expense of Purchaser.

CIG may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding Purchase Order. In such cases, CIG will notify Purchaser that these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon CIG's shipment or delivery of goods or performance of services.

7. Acceptance of Goods

It is CIG's intent to deliver orders in good condition to the final destination desired by Purchaser. All equipment and components delivered to the receiving location shall be immediately inspected by Purchaser. Any visible damages must be noted on way-bill or other written report to CIG, and Purchaser must deliver a full and complete inspection report to CIG within seven (7) days from delivery date. If a written report is not received by CIG within this period it shall be conclusively assumed that the equipment was received in good condition, meets the specifications of the Purchase Order and/or equipment, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

8. Field Service

"Field Service" refers to the services of a CIG factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" also refers to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that CIG Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to any Field Service by CIG is extended by CIG, nor are its Field Service representatives authorized to bind CIG with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by CIG. This paragraph shall apply to any and all initial



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and subsequent Field Service provided by CIG relating to any goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

9. Shipment / Risk of Loss

CIG will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Each delivery and part delivery shall be deemed to represent a separate contract and failure of any delivery or part delivery shall not vitiate any contract in respect of any other delivery of part delivery.

Dispatch dates will not be provided by CIG until all setup information has been submitted by the Customer in the required format. Under no circumstances will CIG be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of CIG unless specified otherwise by Purchaser and agreed by CIG, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to CIG within seven (7) days after receipt of shipment by Purchaser. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

CIG, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by CIG. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.



10. Government Standards

CIG applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by CIG in its proposal.

11. Limited Warranty

CIG warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions as set forth in **Schedule E** to these Terms and Conditions.

This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by CIG. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by CIG in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components shall void this warranty. For any billable repairs completed by CIG outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

CIG MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN CIG'S TERMS AND CONDITIONS AND SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CIG. CIG IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. CIG IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

12. Specification & Performance

Power output and suitability and other parameters issued by CIG in connection with its goods are intended to be approximate only and shall not be taken to apply to any particular goods none of which shall carry any guarantee or warranty as to quality fitness or suitability unless an express guarantee is given to the Customer separately in writing in each particular case. Representations as to performance relate to what CIG would expect to obtain upon test but since goods are employed in many trades and for many purposes under varying conditions of operation CIG cannot accept liability for failure to obtain any stated performance unless an express guarantee is given to the Customer separately in writing in each particular case. Where a guarantee so given is not fulfilled within a reasonable time opportunities shall first be given to CIG to comply with the terms of the guarantee. In the event that CIG fails to do so the Customer may return the goods failing to comply with the guarantee, but in the case of Kits consisting of several units such right of return shall only extend to the unit which has proved deficient, CIG will then repay to the Customer (without interest) the purchase price of the goods so returned, carriage paid at the Customers risk and CIG's liability shall be fully discharged by such repayment.

13. Exclusive Remedies

Purchaser acknowledges and agrees that CIG shall not be liable for any special, indirect or consequential damages in relation to the Agreement, any product, materials, equipment or services provided by CIG. It also excludes any extraordinary costs for removal or re-installation of CIG equipment, such as crane rental, structural alteration, or demolition, which are necessitated by factors over which CIG has no control such as building design or configuration.

14. Limitation of Liability / Indemnity

CIG's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of



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cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming goods, which options are the sole discretion of CIG. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between CIG and Purchaser and constitutes the basis of the parties' bargain, without which CIG would not have agreed to the price or terms of this transaction.

CIG SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE.

In addition, if CIG furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will be for discussion only and will not subject CIG to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies CIG goods or incorporates CIG goods into another product or component part, Purchaser agrees to hold harmless and indemnify CIG from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury, property damage or any other cost, loss expense or damage incurred by CIG, including special, direct, indirect and consequential damages. Purchaser also agrees to hold harmless and indemnify CIG from any patent or other intellectual property claims related to (i) any CIG goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to CIG by Purchaser for use in the manufacture, production or assembly of such goods.



15. Ownership

Notwithstanding delivery, installation or start-up, title to and ownership of all equipment or components furnished by CIG shall remain solely with CIG until the full purchase price is paid to CIG by Purchaser. Until such time, CIG may enter the premises where such equipment or components are located and repossess and remove such equipment by any lawful means required due to the fact that the property is the property of CIG Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by CIG to maintain CIG's rights in, and title to such equipment, as well as assist CIG in the removal and repossession of any materials, equipment or components provided by CIG.

16. Price Variation / Specification Variation

If before delivery CIG alters its list prices or any tax duty or levy fails to be added directly or indirectly to the price of goods or services, CIG reserves the right to advise the Customer of such alteration or addition in which event the revised price shall be deemed to be accepted by the Customer unless within 14 days the Customer notifies CIG to the contrary, in the event of such notification the Customer shall be obliged to pay such altered or additional price to the extent to which the variation arises for variations in wages, material or other costs or from any tax duty or levy liability which has arisen since the list price was fixed.

No variation by CIG in specification of any goods or services to be supplied under the contract shall invalidate the contract, if, in the event it makes any major alteration in the specification of goods or services to be supplied, notifies the Customer of such variation and the revised specification shall be deemed to be accepted by the Customer unless within 14 days of the notice, the Customer notifies CIG to the contrary.

17. Waiver

The failure of CIG to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of CIG to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect CIG's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.



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18. Choice of Law

This Contract shall be exclusively governed by the laws of the State of South Carolina, without regard to its conflict of law provisions. CIG and Purchaser further consent to the exclusive personal jurisdiction of any applicable state or Federal court in the State of South Carolina for any legal action or proceeding brought to enforce, construe or interpret the Agreement and/or these Terms and Conditions. Each party hereto irrevocably submits to the jurisdiction of such courts in any such action or proceeding.

BOTH PARTIES KNOWINGLY WAIVE ANY RIGHT TO ANY TRIAL BY JURY AND EXPRESSLY ACCEPT AND AGREE TO A BENCH TRIAL WITHOUT A JURY IN REGARD TO RESOLUTION OF ANY AND ALL CLAIMS OR DISPUTES ARISING OUT OF OR RELATED TO THE AGREEMENT OR THESE TERMS AND CONDITIONS.

19. Dispute Resolution / Attorney's Fees.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled at the sole discretion of CIG, by arbitration conducted in Spartanburg, South Carolina, administered by the American Arbitration Association and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date of this Agreement and the Award rendered by the arbitrator(s) may be confirmed and converted to a Judgment in any court of competent jurisdiction and enforced according to applicable law. In the event the controversy or claim is resolved in favor of CIG, the arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to CIG.

20. Assignment, Waiver, Termination, entire Agreement, Severability

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified herein. CIG, in its sole



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discretion, shall be entitled to terminate the Agreement or Purchase Order, for any reason, upon delivery of written notice to Purchaser which termination shall be effective thirty (30) days from the date of receipt of notice by Purchaser.

In the event of such termination by CIG, Purchaser acknowledges and agrees that CIG will be entitled to payment for all work performed by CIG and reimbursement of all costs incurred by CIG up to and including the date of termination. The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of CIG.

It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

21. Force Majeure

Notwithstanding anything to the contrary contained herein, no party to these Terms and Conditions shall be liable for any delays in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply (including personnel and resources), breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, pandemics, epidemics, government restrictions specifically related to Covid-19 shutdowns or closures, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.



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Schedule A – Product Specification

Reports
Summary reports
Detailed report
Configurable reports - scheduled, real time & on demand
Driver performance
Vehicle usage & performance
Fleet optimization
Vehicle service & maintenance report
Driver compliance reporting
Incidents & accidents reports
Pre-OP Report
Live interactive customizable dashboard
Business priority comparison report
Driver Interface
LCD Screen
7" Color touch screen
Integrated keypad & rfid reader
Driver access control via pin code or rfid card
Supervisor to driver messaging
Driver to supervisor messaging response
Visual and audible alerts
Vehicle Pre-OP check
Impact notification



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Equipment Management
Cold store heater
GPS geofencing & tracking
Impact camera
Lift control
Speed control
Gearbox interlock
Service alerts
Safety
Speed zone control
Impact detection & slowdown
Lockout/slow down - critical question, red impact or survey timeout
Driver access control
License expiry and renewal alerts
Connectivity
Additional digital inputs & outputs
CANBus
Support
24/7 local & global
Advanced diagnostic tool
Custom tailored product development

Schedule B - Ordering Process

- a. Quote requested from CIG (a "Quote"), with sufficient information and specificity in order for CIG to issue a quote, including: Product Required, Customer, Site, Manufacturer, Model, Series, Generation, and Quantity.
- b. CIG will issue a Quote including these Terms and Conditions.
- c. .On accepting the Quote, issue a Purchase Order ("PO"). Please note that a scanned copy of the PO is required along with a completed Order Form, a copy of the Quote and Spec, along with the Loom Drawing Numbers.
- d. CIG to issue the Driver List, Site Information and Truck Allocation Forms.
- e. The submission of the Completed Data Pack or parts there of constitutes the consent to Process, Store and Report Personal Data under GDPR 2018, and any similar laws and regulations governing CIG's handling of personal data. If a Privacy Impact Assessment (PIAs) is required, this will remain the responsibility of the End User.
- f. CIG will issue a Dispatch Date upon receipt of the completed Driver List, Site Information and Truck Allocation Forms. The format of these Forms must not be altered without the written permission of CIG. Site Setup Information must be supplied 4 Weeks prior to expected dispatch date. Late submission will result in Default data Information being loaded onto the Modules and Customers will need to complete the Setup.
- g. Product dispatched via a Tracked and Signed for Service.
- h. Discrepancies to be notified to sales@forkliftiq360.com within 7 Days of Delivery.



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Schedule C – Pricing Structure Products

The pricing structure will be presented separately by your Sales Manager.

Pricing for XQ360, ForkliftIQ360 and RentalIQ product as of 1st August, 2025 (subject to change per specific written agreement between CIG and Purchaser)

Products are ordered via purchase Order sent directly to sales@forkliftiq360.com or by email confirmation of a Quote, stating the Item, Part Number, Quantity and Price from the current product list. The provisions of these Terms and Conditions apply to all orders for products as sold by Collective Intelligence Group.

Schedule D – Pricing Structure Spare (Replacement) Parts

Prices for Replacement Parts XQ360, ForkliftIQ360 and RentalIQ product as of 1st August, 2025 (subject to change per specific written agreement between CIG and Purchaser)

Replacement Parts are ordered via purchase order sent directly to sales@forkliftiq360.com or by email confirmation of a Quote or stating the Item, Part Number, Quantity and Price from the current Parts List. The provisions of these Terms and Conditions apply to all orders for Replacement Parts as sold by Collective Intelligence Group.

Schedule E - Limited Warranty

a. Standard Warranty Type / Period - Parts Only

- FleetIQ360 Module - Parts Only
 - 3 Years on all orders placed on or after January 1, 2023
- All Other Parts – Twelve (12) months from Delivery (excluding damage).

b. Warranty Process – General

Where a warranty claim is to be made (“Warranty Claim”), the purchase must first contact the helpdesk for clarification of issue. A warranty form will be provided for completion by the purchaser. If authorized the “Replacement Part” will be shipped directly to the customer and the alleged faulty part (the “Faulty Part”) must be returned to CIG within thirty (30) days of receipt of the Replacement Part. The Faulty Part will be tested and the Warranty Claim processed within thirty (30) days of CIG’s receipt of the Faulty Part.

If the Faulty Part is not received within thirty (30) days of the sending of the Replacement Part to Customer (or such further time as agreed to by CIG in its sole discretion), the Replacement Part will be invoiced.

c. Warranty Process and Procedures – Specific

During the applicable Period outlined above, Customer’s sole remedy for any breach of the Standard Warranty will be, at the CIG’s sole discretion and option, the repair or replacement of the Faulty Part. Components / parts that Customer claims to be defective must be returned for inspection and evaluation (at Purchaser’s cost via trackable overnight carrier) within thirty (30) days of sending of the Part. Following its receipt of any such part, CIG will determine whether the reported problem is covered by the Standard Warranty. If CIG determines that the problem is covered, CIG will authorize repair or replacement of the Faulty Part deemed appropriate by CIG in its sole discretion.

The Replacement Part must be ordered from the CIG using a valid Purchase Order Number, and the Warranty Box on the Parts Order Form must be completed.

CIG has thirty (30) days upon receipt of Replacement Part to investigate and complete the Warranty Claim and will advise the Customer of the outcome.



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Failed Warranty Claims will be invoiced.

CIG will provide the Customer with new, rebuilt, refurbished or alternate equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Any alternate equipment (or part thereof) will meet or exceed the specifications of the replaced equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by CIG in writing, repaired or replaced equipment (or parts thereof) are covered only for the remainder of the term of the applicable Period. Title to all defective equipment (or parts thereof) replaced by CIG become the property of CIG. CIG has no obligation to (i) service, exchange or otherwise replace any equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined by CIG or has been used with accessories or parts not supplied by CIG.

d. General Warranty Terms and Conditions. Standard Equipment Warranty
CIG warrants that all manufactured equipment will be free of any defect in materials or workmanship ("Standard Warranty"). The Standard Warranty is for a period of three (3) years. The Standard Warranty begins from the date of installation or six (6) months after Delivery whichever is first. The Standard Warranty is extended to Customer and applies to all manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed.

The Standard Warranty only covers defects arising under normal use and does not include malfunctions or failures resulting from misuse, abuse, neglect, accidental damage, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than an authorized service provider approved by CIG.

CIG reserves the right to substitute functionally equivalent new or serviceable used parts.



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e. Equipment Warranty Exclusions

Alterations and/or modifications to any part of CIG's product, without the CIG's prior written authorization unconditionally VOIDS the Standard Warranty.

CIG does not warrant or guarantee, and is not responsible for:

- Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of the companies control, or (B) customers abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. The Customer must provide qualified technical personnel to maintain and repair the equipment.
- Equipment built to Customer's specifications that are later found not to meet the Customers' needs or expectations are not covered by the Standard Warranty.
- The performance of the equipment when used in combination with equipment not purchased, specified, or approved by the CIG.

f. Additional Warrant Notes

OEM or third-party equipment that is incorporated into the CIG's equipment is covered under the applicable Standard Warranty unless the OEM or Third-Party equipment carries its own limited warranty, in which event the OEM or third-party warranty will apply to such equipment incorporated into the CIG's equipment.

CIG's Warranty applies to the original customer and is not transferrable.

WARRANTY APPEALS

Should a fault or issue arise from a CIG product used by the end user on their equipment, either party have the option to employ an independent, reputable specialist in the required field to assess and report on the issue. The appointment of the specialist must be agreed by both parties. The decision of the appointed third party will be final.