

SPARE PARTS SUPPLY AGREEMENT - ARCTIC REGION

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THIS SPARE PARTS SUPPLY AGREEMENT (the "Agreement") is made this 15th day of January 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2100 Arctic Way, Suite 400, Anchorage, AK 99503 ("Polar Dynamics"
"Company")

and

[CUSTOMER NAME], a corporation organized under the laws of [jurisdiction]

its principal place of business at [address] (the "Customer")

(each a "Party" and collectively the "Parties")

RECITALS

WHEREAS, PDR manufactures and supplies autonomous mobile robots for use in extreme cold environments and associated spare parts;

WHEREAS, Customer operates temperature-controlled facilities in the Arctic region and requires a reliable supply of spare parts for PDR's BlueCore(TM)-enabled robots;

WHEREAS, the Parties desire to establish terms and conditions governing the supply of spare parts for use in Customer's facilities located north of the 60° parallel north latitude (the "Arctic Territory");

NOW, ~~THE~~ ²HEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

1 "Authorized Service Provider" means a service provider certified by the Customer.

2 "Critical Spare Parts" means those spare parts designated as essential for the operation of the Equipment.

3 "Emergency Order" means any order placed outside the standard order cycle.

4 "Standard Spare Parts" means all spare parts not designated as Critical Spare Parts.

2. SUPPLY OBLIGATIONS

1 Supply Commitment. PDR shall supply Customer with Spare Parts in accordance with the terms of the Supply Commitment.

2 Critical Spare Parts Inventory. PDR shall maintain a dedicated inventory of critical spare parts.

3 Lead Times

(a) Standard Spare Parts: 14 business days

(b) Critical Spare Parts: 5 business days

(c) Emergency Orders: 48 hours

3. ORDERING AND DELIVERY

1 Purchase Orders. Customer shall submit purchase orders via PDR's designated system.

(a) Part numbers and quantities

(b) Requested delivery dates

(c) Delivery location within the Arctic Territory

(d) Purchase order number and other required references

2 Order Confirmation. PDR shall confirm receipt of each purchase order

3 Delivery Terms

(a) All deliveries shall be made DDP (Incoterms 2020) to Customer's facility

(b) Packaging shall comply with PDR's Cold Chain Packaging Standards

(c) Temperature monitoring devices shall be included in all shipments

4. PRICING AND PAYMENT

1 Pricing. Prices for Spare Parts shall be as set forth in Exhibit D, subject to

2 Emergency Order Premium. Emergency Orders shall incur a 25% premium

3 Payment Terms

- (a) Payment due within 30 days of invoice date
- (b) 2% discount for payments made within 10 days
- (c) Currency: United States Dollars

5. QUALITY AND WARRANTY

1 Quality Standards. All Spare Parts shall:

- (a) Be new and unused
- (b) Meet PDR's Cold Environment Specifications
- (c) Include appropriate cold-weather certifications
- (d) Be traceable to manufacturing lot numbers

2 Warranty. PDR warrants that Spare Parts will:

- (a) Be free from defects in materials and workmanship

(b) Function as specified at temperatures down to -40 C

(c) Comply with all applicable Arctic region regulations

3 Warranty Period: 12 months from date of delivery or 6 months from

6. TECHNICAL SUPPORT

1 PDR shall provide:

(a) 24/7 technical support hotline

(b) Remote diagnostic assistance

(c) Quarterly technical training for Customer's maintenance staff

(d) Access to PDR's Arctic Region Technical Documentation Portal

7. TERM AND TERMINATION

1 Term. This Agreement shall commence on the Effective Date and c

2 Renewal. Automatic renewal for successive one-year terms unless

3 Termination Rights. Either Party may terminate for material breach v

8. CONFIDENTIALITY

1 Each Party shall protect Confidential Information using the same de

9. GOVERNING LAW AND JURISDICTION

1 This Agreement shall be governed by the laws of the State of Delaw

2 Any disputes shall be resolved in the state or federal courts located

10. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement
Date.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Victoria Wells

Title: Chief Financial Officer

Date: _

[CUSTOMER NAME]

By: _

Name: g -

Title: _

Date: _

[Exhibits A-D to follow]

