

SPARE PARTS SUPPLY AGREEMENT

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THIS SPARE PARTS SUPPLY AGREEMENT (the "Agreement") is made this 1st day of February, 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, Boston, Massachusetts 02118 ("Supplier")

and

ICECOLD LOGISTICS, LLC, a Nevada limited liability company with its principal place of business at 1000

place of business at 8500 Frozen Lane, Reno, Nevada 89501 ("Purchaser")

RECITALS

WHEREAS, Supplier manufactures and supplies autonomous mobile robots for cold storage environments and associated spare parts;

WHEREAS, Purchaser operates temperature-controlled logistics facilities utilizing Supplier's BlueCore(TM) autonomous mobile robots;

WHEREAS, Purchaser desires to purchase, and Supplier desires to sell, spare parts for the maintenance and repair of such robots according to the terms and conditions set forth herein;

NOW, THEREFORE, 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

2 "Equipment" means Supplier's BlueCore(TM) autonomous mobile ro

3 "Spare Parts" means the replacement components, assemblies, and

4 "Specifications" means the technical specifications for the Spare Pa

2. SUPPLY OF SPARE PARTS

1 ****Supply Commitment.**** Supplier agrees to sell and deliver to Purch

2 ****Forecasting.**** Purchaser shall provide Supplier with:

(a) A 12-month rolling forecast of anticipated Spare Parts requirement

quarterly -

(b) A firm purchase commitment for the first 3 months of each forecast

3 ****Order Process.**** Purchase orders shall be submitted through Sup

4 ****Lead Times.**** Supplier shall maintain the following standard lead

(a) Critical components: 48 hours

(b) Standard components: 2 weeks

(c) Custom components: 4-6 weeks

3. PRICING AND PAYMENT

1 ****Pricing.**** Prices for Spare Parts shall be as set forth in Exhibit A, s

2 ****Payment Terms.**** Payment shall be due within 30 days of invoice

3 ****Shipping Terms.**** All shipments shall be FCA Supplier's facility (In

4. WARRANTY AND QUALITY

1 ****Warranty.**** Supplier warrants that all Spare Parts will:

- (a) Conform to the Specifications
- (b) Be free from defects in materials and workmanship
- (c) Be suitable for use in cold storage environments (-30 C to +5 C)
- (d) Be compatible with the Equipment

2 ****Warranty Period.**** The warranty period shall be 12 months from c

3 ****Quality Requirements.**** Supplier shall:

- (a) Maintain ISO 9001:2015 certification
- (b) Provide certificates of conformance with each shipment

(c) Enable lot traceability for critical components

5. OBSOLESCENCE AND LAST-TIME BUY

1 ****Notice.**** Supplier shall provide 12 months' advance notice of any

2 ****Last-Time Buy.**** Upon obsolescence notice, Purchaser may place

3 ****Alternative Parts.**** Supplier shall propose suitable alternative parts

6. CONFIDENTIALITY

1 Each party shall maintain the confidentiality of proprietary information

7. TERM AND TERMINATION

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

2 ****Termination.**** Either party may terminate:

(a) For convenience upon 180 days' written notice

(b) For material breach upon 30 days' written notice if uncured

(c) Immediately upon insolvency of the other party

8. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, C

2 SUPPLIER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOU

9. GENERAL PROVISIONS

1 ~~Force Majeure.~~ Neither party shall be liable for delays due to ca

2 ~~Assignment.~~ Neither party may assign this Agreement without pr

3 ~~Governing Law.~~ This Agreement shall be governed by Delaware

4 ~~Dispute Resolution.~~ Disputes shall be resolved in the state or fed

IN WITNESS WHEREOF, the parties have executed this Agreement a
Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date: - 8 -

ICECOLD LOGISTICS, LLC

By:

Name:

Title:

Date:

[Exhibits A and B to be attached]

