

**EQUIPMENT TRANSFER AGREEMENT - COLD CHAIN SOLUTIONS**

**EQUIPMENT TRANSFER AGREEMENT**

THIS EQUIPMENT TRANSFER AGREEMENT (the "Agreement") is made  
of February 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its pr  
of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02210  
("Transferor")

and

COLD CHAIN SOLUTIONS, LLC, a Michigan limited liability company w

principal place of business at 15500 Refrigeration Drive, Detroit, Michigan  
48226 ("Transferee")

## **RECITALS**

WHEREAS, Transferor is engaged in the business of manufacturing and distributing autonomous mobile robots designed for cold storage environments;

WHEREAS, Transferee operates temperature-controlled logistics facilities and desires to acquire certain equipment from Transferor; and

WHEREAS, Transferor desires to transfer and Transferee desires to accept the transfer of certain equipment under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

## 1. DEFINITIONS

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1 "Equipment" means the autonomous mobile robots and related components

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2 "Intellectual Property Rights" means all patents, copyrights, trade secrets, know-how

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3 "Transfer Date" means March 1, 2024, or such other date as mutually agreed

## 2. TRANSFER OF EQUIPMENT

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1 Transfer. Transferor hereby transfers to Transferee, and Transferee hereby

- - 3 -

2 Delivery. Transferor shall deliver the Equipment to Transferee's designated

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3 Risk of Loss. Risk of loss shall pass to Transferee upon delivery of the Equ

### **3. PURCHASE PRICE AND PAYMENT**

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1 Purchase Price. The total purchase price for the Equipment shall be Two M

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2 Payment Terms. Transferee shall pay the Purchase Price as follows:

(a) \$500,000 upon execution of this Agreement

(b) \$2,000,000 upon delivery of the Equipment

- - 4 -

3 Method of Payment. All payments shall be made by wire transfer to Transferee.

#### **4. REPRESENTATIONS AND WARRANTIES**

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1 Transferor's Representations. Transferor represents and warrants that:

- (a) It has good and marketable title to the Equipment
- (b) The Equipment is free from all liens and encumbrances
- (c) The Equipment will be in good working condition upon delivery
- (d) Transfer of the Equipment does not violate any third-party agreements

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2 Transferee's Representations. Transferee represents and warrants that:

- (a) It has the authority to enter into this Agreement

(b) It has secured all necessary approvals for the transfer

(c) It has sufficient funds to complete the transaction

## **5. INTELLECTUAL PROPERTY**

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1 License Grant. Transferor grants Transferee a non-exclusive, perpetual license

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2 Restrictions. Transferee shall not reverse engineer, decompile, or modify the

## **6. MAINTENANCE AND SUPPORT**

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1 Initial Support. Transferor shall provide technical support for the Equipment

- - 6 -

2 Extended Support. Transferee may purchase extended support services und

## **7. INDEMNIFICATION**

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1 Transferor's Indemnification. Transferor shall indemnify Transferee agains

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2 Transferee's Indemnification. Transferee shall indemnify Transferor agains

## **8. LIMITATION OF LIABILITY**

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1 Cap on Damages. Neither party's liability shall exceed the Purchase Price,

- - 7 -

2 Exclusion of Damages. Neither party shall be liable for consequential, indirect, or punitive damages.

## **9. CONFIDENTIALITY**

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1 Confidential Information. Each party shall maintain the confidentiality of all confidential information.

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2 Survival. Confidentiality obligations shall survive termination of this Agreement.

## **10. GENERAL PROVISIONS**

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1 Governing Law. This Agreement shall be governed by Delaware law.



- - 8 -

2 Dispute Resolution. Any disputes shall be resolved through binding arbitra

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3 Assignment. Neither party may assign this Agreement without the other pa

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4 Amendment. This Agreement may be amended only by written instrument

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5 Entire Agreement. This Agreement constitutes the entire understanding bet

IN WITNESS WHEREOF, the parties have executed this Agreement as of th  
Date.

POLAR DYNAMICS ROBOTICS, INC.

**By:** - 9 -

Name: Victoria Wells

Title: Chief Financial Officer

**Date:**

COLD CHAIN SOLUTIONS, LLC

**By:**

Name: Robert Frost

Title: Chief Executive Officer

**Date:**

## **EXHIBIT A**

[Equipment Specifications and Serial Numbers]

[Detailed list to be attached prior to execution]

