

International Master Supply Agreement

(Electronics Components)

Contract ID: IMSA-AR-NOVA-2025-001

Effective Date: 1 September 2025

Buyer: Apex Robotics, Inc., a Delaware corporation with offices at 200 Market Street, Wilmington, DE 19801 USA ("Buyer").

Seller: Shenzhen Nova Electronics Co., Ltd., organized under the laws of the People's Republic of China, with offices at 8 Fuyong Ave, Shenzhen, Guangdong, PRC ("Seller").

Table of Contents

1. Definitions	2
2. Scope of Supply	2
3. Term	3
4. Orders and Forecasts	3
5. Pricing and Taxes	3
6. Delivery; Title; Risk of Loss	4
7. Incoterms	4
8. Customs, Tariffs and Import Charges	4
9. Change in Law; Tariff Adjustment	5
10. Payment Terms	5
11. Compliance with Trade Laws	6
12. Warranties	6
13. Liability; Indemnification	6
14. Confidentiality; Data Protection	7
15. Force Majeure	7
16. Termination	7
17. Governing Law; Dispute Resolution	8
18. Notices	8
19. Miscellaneous	8
20. Schedule A – Products, Prices, HS Codes, Origin	9
21. Schedule B – Logistics & Incoterms Details	10

1. Definitions

1.1 "**Products**" means the electronic subassemblies and components listed in **Schedule A**.

1.2 "**Customs Value**" means the value used by the importing customs authority to assess ad valorem duties (typically the CIF value at port of import).

1.3 "**Tariff**" means any duty, levy, surcharge, retaliatory or safeguard duty, including additional duties imposed by law on importation of the Products.

1.4 "**Change in Law**" means any new or amended statute, regulation, tariff schedule, trade remedy or administrative guidance that becomes legally effective after the Effective Date and that directly increases or decreases the landed cost of the Products.

2. Scope of Supply

2.1 Seller shall manufacture and supply the Products meeting the specifications agreed by the parties and any quality standards referenced in purchase orders.

2.2 Buyer may purchase non-exclusively; no minimum purchase is guaranteed unless stated in a signed addendum.

3. Term

3.1 This Agreement starts on the Effective Date and continues for three (3) years unless terminated under Section 16.

3.2 Either party may agree to renew for successive one-year terms by written notice at least sixty (60) days before expiry.

4. Orders and Forecasts

4.1 Buyer will provide non-binding rolling 6-month forecasts.

4.2 A binding purchase order ("**PO**") is required for each shipment. Seller shall accept or reject POs within five (5) business days.

5. Pricing and Taxes

5.1 Prices are in USD and set forth in **Schedule A**. Prices exclude all taxes, duties and governmental charges other than those imposed on Seller's income.

5.2 Prices are fixed for twelve (12) months from the Effective Date, subject to Section 9 (Change in Law; Tariff Adjustment).

6. Delivery; Title; Risk of Loss

6.1 Delivery windows are as specified on the PO; time is of the essence.

6.2 Title and risk of loss transfer as provided by the agreed Incoterms in Section 7.

7. Incoterms

7.1 Unless otherwise stated on a PO, delivery is **FOB Shanghai Port, Incoterms 2020**. Buyer is importer-of-record.

7.2 Seller will provide commercial invoice, packing list and certificate of origin (if available) with each shipment.

8. Customs, Tariffs and Import Charges

8.1 Buyer shall be responsible for all import duties, tariffs, customs brokerage, harbor fees and VAT/GST assessed on importation into the United States or the country of destination.

8.2 As of the Effective Date, baseline tariff information for each Product/HS code is recorded in **Schedule A ("Baseline Duty Rate")** solely for adjustment calculations under Section 9.

9. Change in Law; Tariff Adjustment

9.1 If a Change in Law modifies the tariff or similar import charge applicable to a Product of Chinese origin, the parties agree to adjust pricing for undelivered quantities as follows:

Tariff Adjustment = (New Duty Rate – Baseline Duty Rate) × Customs Value per unit.

9.2 No adjustment applies if the change results in a landed-cost delta of less than **3%** for the affected Product.

9.3 Aggregate adjustments under this Section are capped at **8%** of the annual spend per Product family.

9.4 If the parties cannot agree within thirty (30) days, Buyer may cancel undelivered POs for the affected Products without penalty.

10. Payment Terms

10.1 Payment is due **Net 30** days from invoice date. Disputed amounts may be withheld in good faith with notice.

10.2 Late payments accrue interest at the lesser of 1% per month or the maximum allowed by law.

11. Compliance with Trade Laws

11.1 Each party will comply with applicable export, import and sanctions laws, including screening counterparties against restricted-party lists.

11.2 Seller will not source from entities subject to comprehensive sanctions where performance would be prohibited.

12. Warranties

12.1 Seller warrants the Products will be new and free from defects for twelve (12) months from delivery.

12.2 Remedies are repair, replacement or refund at Seller's option.

13. Liability; Indemnification

13.1 Neither party is liable for indirect or consequential damages, except for breaches of confidentiality, IP infringement or willful misconduct.

13.2 Each party will indemnify the other against third-party claims to the extent arising from its breach of this Agreement or applicable law.

14. Confidentiality; Data Protection

14.1 Non-public information shared hereunder is Confidential Information. The receiving party shall protect it with reasonable care.

14.2 Personal data will be processed in accordance with applicable data-protection laws.

15. Force Majeure

15.1 A party is excused for delays caused by events beyond its reasonable control, including governmental embargoes and acts of authorities affecting trade.

16. Termination

16.1 Either party may terminate for material breach after thirty (30) days' cure.

16.2 Either party may terminate for convenience on ninety (90) days' notice after the first contract year.

17. Governing Law; Dispute Resolution

17.1 This Agreement is governed by the laws of the State of New York, USA, without regard to conflict-of-laws rules.

17.2 Any dispute shall be finally resolved by arbitration under the AAA Rules in New York City, in English.

18. Notices

18.1 Notices must be in writing and delivered by reputable courier or email with confirmation to the addresses first written above.

19. Miscellaneous

19.1 Entire Agreement; amendments must be in writing. Assignment requires the other party’s consent, not unreasonably withheld.

Schedule A – Products, Prices, HS Codes, Origin

SKU	Description	HS Code	Country of Origin	Baseline Duty Rate (US)	Base Unit Price (USD)
AR-PCB-X1	Control PCB assembly	8538.90	CN	25%	42.00
AR-IC-M4	Microcontroller module	8542.31	CN	25%	11.50
AR-HSG-K7	Aluminum housing	7616.99	CN	10%	7.20

Customs Value Basis: CIF at US port (for adjustment math only).

Schedule B – Logistics & Incoterms Details

- Default Incoterm: **FOB Shanghai (Incoterms 2020)**.
- Buyer is **Importer-of-Record**; Buyer selects carrier and pays freight, insurance, duties and taxes.
- Documents: Commercial Invoice; Packing List; Certificate of Origin (if available); HS classifications as in Schedule A.