

## TERMS AND CONDITIONS

PatLoc Safety Systems

Effective Date: 1st April 2026

### 1. AGREEMENT TO TERMS

These Terms and Conditions ("Terms," "Agreement") constitute a legally binding agreement between PatLoc Safety Systems, a company organized and existing under the laws of the State of Wyoming, United States ("PatLoc," "Company," "we," "us," or "our"), and you, the individual or entity accessing or using the website located at [www.patloc.com](http://www.patloc.com) and any associated pages, features, or subdomains (collectively, the "Site"), and/or acquiring PatLoc's products and services (collectively with the Site, the "Services").

By accessing the Site, submitting an inquiry, placing an order, or otherwise using the Services, you represent that you: (a) have read, understood, and agree to be bound by these Terms; (b) are authorized to enter into this Agreement on behalf of yourself or the entity you represent; and (c) are at least eighteen (18) years of age. If you do not agree to these Terms in their entirety, you must immediately cease all use of the Site and Services.

These Terms apply to all visitors, prospective customers, customers, contractors, distributors, and other users of the Site and Services (collectively, "you" or "User"). PatLoc reserves the right to modify these Terms at any time, and your continued use of the Site following such modifications constitutes acceptance of the revised Terms.

### 2. DEFINITIONS

As used throughout these Terms, the following defined terms have the meanings set forth below:

"Products" means PatLoc's patented mechanical safety systems for oilfield pumpjacks, including but not limited to the PatLoc ground-level pawl engagement system, all associated hardware components, and any modifications, accessories, or replacement parts offered by PatLoc.

"Services" means the Site, all content and information provided thereon, the sale and supply of Products, technical support, installation guidance, and any other services offered or performed by PatLoc.

"Order" means a purchase order, quotation acceptance, or other binding request submitted by you for PatLoc Products.

"Intellectual Property" means all patents, patent applications, trademarks, service marks, trade names, trade dress, copyrights, trade secrets, know-how, designs, inventions, proprietary information, and all other intellectual property rights owned or licensed by PatLoc, whether registered or unregistered.

"User Content" means any data, information, text, or materials that you submit to PatLoc through the Site or otherwise in connection with the Services.

### 3. USE OF THE SITE

#### 3.1 Permitted Use

PatLoc grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site solely for your internal business purposes — specifically, to evaluate PatLoc Products, submit inquiries, and engage with PatLoc as a prospective or existing customer. This license does not include any right to: download or copy account information for the benefit of another party; use data mining, robots, or similar data gathering or extraction tools; or engage in any use that is not expressly authorized by these Terms.

### 3.2 Prohibited Conduct

You agree that you will not, directly or indirectly:

Access, use, or attempt to use the Site or Services for any unlawful purpose or in violation of any applicable law, regulation, or third-party rights;

Transmit any unsolicited or unauthorized advertising, promotional material, spam, or other form of solicitation;

Introduce any virus, Trojan horse, worm, backdoor, or other malicious code or program to the Site;

Attempt to gain unauthorized access to any portion of the Site, its related systems or networks, or data that does not belong to you;

Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of any feature or functionality of the Site;

Reproduce, distribute, publicly display, create derivative works of, or otherwise exploit any content or materials from the Site without PatLoc's prior written consent;

Impersonate any person or entity, or misrepresent your identity or affiliation with any person or entity;

Collect or harvest any personally identifiable information from the Site without express authorization; or

Use the Site or Services in any manner that could damage, disable, overburden, or impair our infrastructure or interfere with any other party's use of the Site.

### 3.3 Reservation of Rights

PatLoc reserves the right, in its sole discretion and without notice or liability, to: (a) modify, suspend, or discontinue the Site or any portion thereof; (b) restrict or terminate your access to the Site if we believe you have violated these Terms; and (c) take any other action we deem necessary to protect the integrity of the Site and our business interests.

## 4. PRODUCTS, ORDERS, AND SALES

### 4.1 Product Information

PatLoc endeavors to present accurate, complete, and current information regarding its Products on the Site. However, product specifications, descriptions, images, and availability are subject to change without notice. PatLoc does not warrant that product descriptions or other content on the Site are accurate, complete, reliable, or error-free. In the event of any discrepancy between information on the Site and the terms of a written sales agreement or purchase order acknowledgment, the written document shall control.

### 4.2 Quotations and Orders

Any quotation provided by PatLoc is valid for thirty (30) days from the date of issuance, unless otherwise specified in writing, and may be withdrawn or modified by PatLoc at any time prior to your acceptance. No Order is binding on PatLoc until it has been accepted in writing by an authorized representative of PatLoc. PatLoc reserves the right to refuse or cancel any Order at any time for any reason, including without limitation product unavailability, errors in pricing or product descriptions, or credit concerns.

### 4.3 Pricing and Payment

All prices are quoted in United States Dollars (USD) unless otherwise expressly stated. Prices are exclusive of all applicable taxes, duties, tariffs, shipping, and handling charges, which are the sole responsibility of the buyer. PatLoc reserves the right to modify its pricing at any time without prior notice. Payment terms applicable to each transaction will be specified in the applicable quotation or Order acknowledgment. Late payments will bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

#### 4.4 Shipping and Delivery

Delivery dates communicated by PatLoc are estimates only and do not constitute a guarantee of delivery by a specific date. Title and risk of loss for Products shall pass to the buyer at the time of delivery to the carrier at PatLoc's facility (EXW PatLoc facility), unless otherwise agreed in writing. PatLoc shall not be liable for delays in delivery caused by circumstances beyond its reasonable control, including without limitation carrier delays, force majeure events, material shortages, or governmental actions.

#### 4.5 Returns and Cancellations

PatLoc products are precision-engineered mechanical safety systems. Returns and cancellations are subject to PatLoc's applicable return policy in effect at the time of purchase, as communicated in the relevant quotation or Order acknowledgment. Custom or specially manufactured products may not be eligible for return or cancellation. All authorized returns must be accompanied by a Return Merchandise Authorization ("RMA") number issued by PatLoc and must be returned in original, undamaged condition. PatLoc reserves the right to assess a restocking fee for returned Products.

### 5. INSTALLATION, USE, AND SAFETY COMPLIANCE

#### 5.1 Installation Responsibility

PatLoc Products are designed to be installed on oilfield pumpjack units with a pawl mechanism, in accordance with PatLoc's applicable installation guidelines, technical documentation, and applicable industry safety standards. You are solely responsible for ensuring that installation is performed by qualified, trained, and competent personnel in accordance with all applicable federal, state, and local laws, regulations, and industry standards, including without limitation applicable Occupational Safety and Health Administration ("OSHA") regulations and American Petroleum Institute ("API") standards.

#### 5.2 Regulatory Compliance

PatLoc Products are intended to assist operators in improving safety practices at pumpjack sites. The use of PatLoc Products does not, by itself, ensure or guarantee compliance with any applicable occupational safety regulation, environmental regulation, or industry standard. You are solely responsible for conducting your own assessment of regulatory requirements applicable to your operations and for ensuring that your use of PatLoc Products is consistent with all such requirements.

#### 5.3 Modification Prohibited

You shall not modify, alter, disassemble, or tamper with any PatLoc Product in a manner not expressly authorized in writing by PatLoc. Any unauthorized modification voids all applicable warranties and may create serious safety hazards. PatLoc disclaims all liability for any injury, damage, or loss arising from unauthorized modifications to its Products.

### 6. INTELLECTUAL PROPERTY RIGHTS

All content, materials, features, and functionality available on the Site — including but not limited to text, graphics, logos, icons, images, data compilations, software, and the arrangement and compilation thereof — are the exclusive property of PatLoc or its licensors and are protected by

applicable United States and international intellectual property laws, including the Copyright Act, the Lanham Act, and applicable patent statutes.

PatLoc's Products, including the patented universal-fit ground-level pawl engagement system, are protected by one or more patents issued or pending in the United States and/or other jurisdictions. No right, license, or interest in PatLoc's patents, trademarks, or other Intellectual Property is granted to you under these Terms or by virtue of any access to the Site or purchase of Products, except for the limited right to use Products purchased in accordance with PatLoc's applicable documentation.

You may not use PatLoc's trademarks, trade names, logos, or other proprietary designations without the prior written consent of PatLoc. Any unauthorized use of PatLoc's Intellectual Property is a violation of these Terms and applicable law.

## 7. WARRANTIES AND DISCLAIMERS

### 7.1 Limited Product Warranty

PatLoc warrants to the original purchaser that its Products will be free from defects in materials and workmanship under normal use and service conditions for a period specified in the applicable product documentation or Order acknowledgment (the "Warranty Period"). This warranty does not cover defects arising from: misuse, abuse, or neglect; unauthorized modification or alteration; improper installation not in accordance with PatLoc's guidelines; use in applications for which the Product is not designed; or normal wear and tear. PatLoc's sole obligation under this limited warranty, and your exclusive remedy, shall be, at PatLoc's option, repair or replacement of the defective Product or a refund of the purchase price. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES.

### 7.2 Disclaimer of Warranties

EXCEPT FOR THE LIMITED PRODUCT WARRANTY SET FORTH IN SECTION 7.1 ABOVE, THE SITE, SERVICES, AND ALL INFORMATION, CONTENT, AND MATERIALS AVAILABLE THEREON ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PATLOC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PATLOC DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

## 8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PATLOC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SITE, THE SERVICES, OR THE USE OR INABILITY TO USE ANY PATLOC PRODUCTS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF PATLOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL PATLOC'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, THE SITE, OR THE SERVICES EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY YOU TO PATLOC FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (B) ONE HUNDRED UNITED

STATES DOLLARS (USD \$100.00).

The limitations of liability in this Section reflect a reasonable allocation of risk between the parties and are a fundamental element of the basis of the bargain between the parties. PatLoc would not have entered into these Terms without these limitations.

## 9. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless PatLoc and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, actions, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) your use of or access to the Site or Services; (b) your violation of these Terms or any applicable law or regulation; (c) your violation of any third-party rights, including without limitation intellectual property rights or privacy rights; (d) any negligent or wrongful act or omission by you or any person or entity acting under your authority; or (e) the installation, use, or maintenance of PatLoc Products by you or your personnel.

PatLoc reserves the right, at its own cost, to assume exclusive defense and control of any matter otherwise subject to indemnification by you, and in such event, you agree to cooperate with PatLoc's defense of such claims. You shall not settle any claim subject to indemnification without PatLoc's prior written consent.

## 10. GOVERNING LAW AND DISPUTE RESOLUTION

### 10.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them, or their formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Wyoming, United States, without giving effect to any conflict of law principles that would require the application of the laws of any other jurisdiction.

### 10.2 Jurisdiction and Venue

Subject to Section 10.3, each party irrevocably submits to the exclusive personal jurisdiction of the state and federal courts located in Wyoming for the resolution of any dispute arising under or in connection with these Terms or the Services, and waives any objection to the laying of venue of any such proceeding in such courts.

### 10.3 Informal Resolution

Before initiating any formal legal proceeding, the parties agree to first attempt to resolve any dispute informally by contacting PatLoc at [info@patloc.com](mailto:info@patloc.com). PatLoc will attempt to resolve the dispute within thirty (30) days of receiving notice. If the dispute is not resolved within that period, either party may pursue formal legal remedies in accordance with Section 10.2.

### 10.4 Waiver of Class Actions

**YOU AND PATLOC AGREE THAT ANY CLAIMS AGAINST THE OTHER MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST PATLOC.**

## 11. GENERAL PROVISIONS

### 11.1 Entire Agreement

These Terms, together with our Privacy Policy and Cookie Policy (each incorporated herein by reference), constitute the entire agreement between you and PatLoc with respect to the subject

matter hereof, and supersede all prior and contemporaneous negotiations, representations, warranties, agreements, and communications between the parties, whether oral or written, with respect to such subject matter.

#### 11.2 Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and these Terms shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, provided that the core commercial intent of the parties is preserved.

#### 11.3 Waiver

No failure or delay by PatLoc in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy. No single or partial exercise of any right, power, or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. All waivers must be in writing and signed by an authorized representative of PatLoc to be effective.

#### 11.4 Assignment

You may not assign, transfer, delegate, or sublicense any of your rights or obligations under these Terms without PatLoc's prior written consent. PatLoc may freely assign these Terms, in whole or in part, including in connection with a merger, acquisition, or sale of all or substantially all of its assets, without your consent. These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

#### 11.5 Force Majeure

PatLoc shall not be liable for any delay or failure to perform its obligations under these Terms to the extent such delay or failure is caused by events beyond PatLoc's reasonable control, including without limitation acts of God, war, terrorism, civil unrest, pandemic, epidemic, governmental actions, natural disasters, supply chain disruptions, labor disputes, or failure of third-party service providers.

#### 11.6 Electronic Communications

You consent to receive communications from PatLoc electronically, including by email. You agree that all agreements, notices, disclosures, and other communications that PatLoc provides electronically satisfy any legal requirement that such communications be in writing.

#### 11.7 Contact

Questions or concerns regarding these Terms should be directed to:

PatLoc Safety Systems

Email: [info@patloc.com](mailto:info@patloc.com)

Website: [www.patloc.com](http://www.patloc.com)

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