

EYE LEVEL MOBILE, INC.

TERMS AND CONDITIONS OF SALE

Effective Date: August 22, 2026

These Terms and Conditions of Sale ("Terms") govern sales of products, equipment, components, accessories, fabrication, installation, support, and related services by **Eye Level Mobile, Inc.** ("Eye Level Mobile," "ELM," "Seller," "we," "us," or "our") to the purchaser ("Buyer" or "Customer").

These Terms are incorporated into each Eye Level Mobile estimate, quotation, invoice, sales order, order acknowledgment, change order, or other transaction document. By signing or approving an order, paying a deposit or invoice, authorizing production, accepting delivery, or using the equipment, Buyer agrees to these Terms.

Website: eyelevelmobile.com | **Telephone:**

SECTION 1. AGREEMENT; ACCEPTANCE OF ORDERS

An accepted Eye Level Mobile sales order, estimate, invoice, specification sheet, authorized change order, written warranty, and these Terms collectively form the agreement governing the transaction. Eye Level Mobile rejects additional or conflicting Buyer terms unless expressly accepted in a writing signed by an authorized Eye Level Mobile representative. A transaction-specific written provision controls over these Terms only to the extent of an express conflict.

SECTION 2. SPECIALTY GOODS; CANCELLATION; PAYMENT

Eye Level Mobile products are specialized commercial goods that may be fabricated, assembled, configured, programmed, or procured for a particular Buyer, vehicle, bed length, display arrangement, power system, or application. Once procurement, fabrication, engineering, programming, or production begins, payments are non-refundable except where Eye Level Mobile agrees otherwise in writing or applicable law requires otherwise.

Standard Payment Schedule

Unless the applicable sales order states different terms: **50% is due when the order is placed; 25% is due upon completion or procurement of the LED display assemblies; and the remaining 25% is due at final completion before shipment, delivery, release, or installation.**

Buyer remains responsible for amounts due if Buyer refuses delivery, delays pickup, changes plans, loses financing, or elects not to use the equipment. Eye Level Mobile may suspend work, shipment, installation, support, or delivery while a required payment is overdue.

Quoted pricing may be adjusted for Buyer-approved changes and documented tariffs, customs duties, import charges, governmental assessments, or similar costs imposed after quotation that directly increase component cost. Taxes, freight, permits, registration, financing charges, travel, and third-party services are additional unless expressly included.

Past-due amounts may accrue interest at the lesser of **1.5% per month (18% annually)** or the maximum lawful rate. Buyer is responsible for reasonable collection expenses and attorneys' fees to the extent permitted by law and may not unilaterally offset unrelated claims against amounts owed.

SECTION 3. SECURITY INTEREST AND REMEDIES

Until payment in full, Buyer grants Eye Level Mobile a security interest in equipment sold under the applicable order to secure Buyer's obligations, to the extent permitted by law, and agrees to reasonably cooperate in documenting or perfecting that interest. Upon nonpayment, Eye Level Mobile may exercise lawful remedies including withholding delivery, stopping shipment, suspending support, pursuing collection, or seeking possession of unpaid equipment.

SECTION 4. INTELLECTUAL PROPERTY; NON-DUPLICATION; REVERSE ENGINEERING

Ownership of physical equipment after payment in full does not transfer any Eye Level Mobile intellectual property. Eye Level Mobile retains all rights in its product designs, drawings, fabrication methods, mounting concepts, structural arrangements, specifications, measurements, technical information, software configurations, documentation, trademarks, photographs, pricing methods, processes, know-how, and other proprietary materials associated with the Customer Magnet and related products.

Prohibition on Commercial Copying and Reproduction

Buyer shall not, directly or indirectly, copy, duplicate, reproduce, reverse engineer, disassemble for the purpose of replication, manufacture, fabricate, or commercially reproduce the Customer Magnet, or any proprietary design, structure, mounting system, configuration, assembly, or other proprietary feature incorporated into the Customer Magnet, for resale, commercial distribution,

competitive use, or financial gain, except with Eye Level Mobile's prior written authorization.

Buyer shall not provide drawings, measurements, specifications, technical information, components, samples, access to the Customer Magnet, or other assistance to a third party for the purpose of copying, manufacturing, reproducing, or commercially exploiting the Customer Magnet. Buyer shall not commission, authorize, assist, cause, finance, participate in, or knowingly permit another person or entity to make an unauthorized commercial reproduction, and shall not receive any direct or indirect compensation, commission, royalty, ownership interest, profit, or other financial benefit from such unauthorized duplication or reproduction.

Nothing in this Section prohibits Buyer from inspecting, maintaining, repairing, modifying, or reselling the particular Customer Magnet lawfully purchased from Eye Level Mobile for Buyer's own lawful use, provided such activity is not undertaken for the purpose of manufacturing, facilitating, or commercially exploiting unauthorized copies or substantially similar competing units.

Liquidated Damages for Unauthorized Commercial Reproduction

Buyer acknowledges that unauthorized duplication, manufacture, commercial reproduction, or facilitation of the reproduction of the Customer Magnet may cause Eye Level Mobile substantial harm, including loss of sales, proprietary value, market opportunity, competitive advantage, and future licensing or distribution opportunities, and that the full amount of such harm may be difficult to determine at the time the Agreement is entered into.

Accordingly, to the extent permitted by applicable law, Buyer agrees that a violation of the restrictions against unauthorized commercial duplication, reproduction, manufacture, or reverse engineering in this Section shall result in **liquidated damages of \$50,000.00 for each unauthorized Customer Magnet or substantially similar unit manufactured, caused to be manufactured, sold, offered for sale, transferred, licensed, or otherwise commercially exploited as a result of Buyer's violation.**

The parties acknowledge and agree that the \$50,000.00 amount is intended as a reasonable estimate of anticipated damages associated with each unauthorized unit and is **liquidated damages and not a penalty**. Payment of liquidated damages does not grant Buyer or any third party a license or continuing right to manufacture, sell, distribute, or commercially exploit the Customer Magnet or Eye Level Mobile's proprietary designs.

Eye Level Mobile may seek temporary, preliminary, or permanent injunctive or other equitable relief to prevent or stop continuing or threatened violations of this Section, in addition to liquidated damages and any other remedy that may lawfully be available and is not duplicative of the same damages. The restrictions and remedies in this Section survive payment in full, delivery, resale or transfer of the equipment, expiration of any warranty, and termination of the parties' business relationship.

SECTION 5. CUSTOMER MAGNET; VEHICLE COMPATIBILITY

The Eye Level Mobile **Customer Magnet** is a removable mobile digital display topper intended for compatible pickup trucks. Compatibility depends on make, model, model year, bed length and configuration, payload, bed-rail construction, accessories, suspension, electrical system, power configuration, and other vehicle-specific factors.

Buyer must provide accurate vehicle information before fabrication. A system fabricated for one bed length is not represented as interchangeable with a different bed length. Buyer is responsible for keeping the vehicle within all manufacturer GVWR, GAWR, payload, tire, and other operating limitations.

SECTION 6. CUSTOMER-SUPPLIED VEHICLES; INSTALLATION AND MODIFICATION

Eye Level Mobile does not warrant a Buyer-supplied truck, frame, bed, bed rails, suspension, tires, brakes, alternator, charging system, drivetrain, factory wiring, or other vehicle components. Installation, removal, and reinstallation must follow Eye Level Mobile instructions. Buyer is responsible for routine inspection of mounting points and hardware.

Damage caused by improper installation or removal, transfer, collision, loose hardware, overloading, incompatible vehicles, or unauthorized alterations is not a manufacturing defect. A modification may limit or void warranty coverage for affected components when it caused or contributed to the failure.

SECTION 7. POWER SYSTEMS AND OPERATING PERFORMANCE

Equipment may use batteries, inverters, generators, vehicle power, DC-to-DC charging, shore power, chargers, or combinations of these systems. Buyer must operate and maintain them according to Eye Level Mobile and component-manufacturer instructions.

Power consumption, runtime, and charging time vary with brightness, content, temperature, battery condition, display quantity and size, accessory loads, charging source, and configuration. Unless expressly guaranteed in a signed sales order, runtime and charging figures are estimates.

SECTION 8. LED DISPLAYS; DIGITAL CONTENT

LED displays consist of modular electronic components. Minor differences in color, brightness, module appearance, viewing characteristics, or isolated pixel behavior do not necessarily constitute a warrantable failure. Buyer is responsible for all displayed advertisements, images, video, logos, trademarks, messages, and other content and for having the rights and permissions required to display them.

SECTION 9. LEGAL OPERATION; PERMITS AND REGULATIONS

Rules governing mobile advertising, digital signage, electronic displays, vehicle lighting, parking, roadside advertising, commercial vehicles, and similar activities vary by jurisdiction. Buyer is solely responsible for determining lawful operation and obtaining required permits, registrations, approvals, licenses, and insurance. Eye Level Mobile does not guarantee lawful operation for every purpose or location.

SECTION 10. CONFIDENTIALITY

Buyer shall protect non-public Eye Level Mobile technical, manufacturing, design, pricing, business, and commercial information identified as confidential or reasonably understood to be confidential. This restriction does not apply to information lawfully public, previously known, independently received from a third party, or required to be disclosed by law.

SECTION 11. REQUIRED PREVENTATIVE MAINTENANCE

Buyer must inspect and maintain equipment regularly and at least monthly while in service. Required maintenance includes:

- Inspect power, data, controller, module, charging, and accessible cables and connections for looseness, wear, corrosion, heat damage, or physical damage.
- Inspect enclosures, seams, gaskets, sealants, penetrations, and weather-protection areas for leaks, gaps, deterioration, or water intrusion.
- Check vents and airflow paths and confirm installed ventilation fans operate correctly.
- Inspect mounting hardware, attachment points, structural members, visible welds, and fasteners for looseness, damage, or unusual movement.
- Keep LED display surfaces free of accumulated dirt, dust, salt, insects, and road debris.

Sealants and gaskets may deteriorate with exposure; routine inspection and maintenance after delivery are Buyer's responsibility. Do not use pressure washers, high-pressure streams, abrasive pads, harsh solvents, or stiff brushes on LED faces. Damage caused by improper cleaning or failure to perform reasonable maintenance is excluded from warranty.

SECTION 12. LIMITED WARRANTIES

A. Three-Year / 36,000-Mile Structural Body Warranty

To the original purchaser, Eye Level Mobile warrants its fabricated structural body or topper frame against structural defects in workmanship for **three (3) years or 36,000 vehicle miles from delivery, whichever occurs first**. Coverage is limited to structural cracks or failures materially impairing structural integrity. Cosmetic blemishes, finish wear, graphics or vinyl, surface oxidation, superficial cracking, and non-structural corrosion are excluded.

B. One-Year / 12,000-Mile Electrical Installation Warranty

Eye Level Mobile-installed wiring and electrical integration are warranted to the original purchaser against defects in Eye Level Mobile workmanship for **one (1) year or 12,000 vehicle miles from delivery, whichever occurs first**. Third-party electrical devices remain subject to applicable manufacturer warranties.

C. Two-Year / 24,000-Mile LED Display Warranty

LED display components supplied by Eye Level Mobile are warranted to the original purchaser for **two (2) years or 24,000 vehicle miles from delivery, whichever occurs first**, subject to these Terms. Covered components may include LED modules and display power supplies. Eye Level Mobile may repair or replace a covered failed component at its option.

D. One-Year / 12,000-Mile Fabricated and Installed Component Warranty

Eye Level Mobile-fabricated or installed components not covered above are warranted against defects in Eye Level Mobile workmanship for **one (1) year or 12,000 vehicle miles from delivery, whichever occurs first**.

Third-Party Components

Media players, processors, routers, batteries, chargers, inverters, generators, controllers, computers, and other third-party products may be covered by their manufacturers' warranties. Where applicable, the manufacturer's warranty is the primary warranty unless Eye Level

Mobile expressly provides a separate written warranty.

SECTION 13. WARRANTY CLAIMS AND ON-SITE WARRANTY SERVICE

Buyer must contact Eye Level Mobile before removing, replacing, opening, modifying, or attempting to repair a component believed defective. Eye Level Mobile may first perform troubleshooting by telephone, video, email, remote access, photographs, diagnostics, or other reasonable methods and may require proof of purchase and information needed to evaluate the claim.

Approved warranty work will be performed at the Customer's location whenever the covered repair can reasonably be performed on-site. Each approved on-site warranty service visit is subject to a **flat \$1,800.00 on-site warranty service fee**, payable before the visit is scheduled.

The \$1,800.00 fee covers technician travel and on-site labor for the approved warranty service visit. A part determined by Eye Level Mobile to be covered by an applicable Eye Level Mobile limited warranty will be repaired or replaced in accordance with that warranty without an additional charge for the covered part.

The flat on-site warranty service fee applies to each service visit. If additional visits are reasonably required, each additional visit is subject to a separate \$1,800.00 fee. Eye Level Mobile may combine multiple approved warranty items into one visit when reasonably practicable.

If a covered repair cannot reasonably be completed at the Customer's location, Eye Level Mobile may remove or direct shipment of the affected component to Eye Level Mobile, the component manufacturer, or an authorized repair facility. Eye Level Mobile will determine the appropriate repair method. Unless Eye Level Mobile agrees otherwise in writing, the Customer remains responsible for shipping or transportation expenses not included in the on-site service fee.

No third-party repair, labor, removal, installation, or replacement expense will be reimbursed unless Eye Level Mobile approved both the work and the cost in writing before the work was performed. Unauthorized removal or repair may result in denial of coverage for the affected component and damage caused by that work.

SECTION 14. WARRANTY EXCLUSIONS

Limited warranties do not cover failure or damage resulting from accident, collision, road debris, vandalism, theft, fire, flood, lightning, hail, wind, severe weather, misuse, abuse, neglect, improper storage or cleaning, improper installation or removal, unauthorized repair or modification, overloading, operation outside rated limits, improper charging, neglected weather sealing, water intrusion caused by damage or maintenance failure, incompatible parts or vehicles, exceeding vehicle ratings, or failure to perform required maintenance.

Warranty coverage does not include towing, storage, vehicle rental, loss of use, inconvenience, lost time, lost wages, lost profits, lodging, or other incidental or consequential expenses. The **\$1,800.00 on-site warranty service fee is not a charge for the covered replacement part and is payable as the service/travel/labor charge associated with each approved on-site warranty visit.**

Use of a non-approved component does not automatically void unrelated coverage; however, Eye Level Mobile may deny coverage to the extent that the component or modification caused or contributed to the claimed failure.

SECTION 15. DISCLAIMER OF OTHER WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EXPRESS LIMITED WARRANTIES IN THESE TERMS OR A TRANSACTION-SPECIFIC WRITTEN WARRANTY ARE THE WARRANTIES PROVIDED BY EYE LEVEL MOBILE. EXCEPT FOR THOSE EXPRESS WARRANTIES, EYE LEVEL MOBILE DISCLAIMS OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE EXTENT LAWFULLY PERMITTED.

Nothing in these Terms excludes a statutory right or warranty that applicable law does not permit the parties to waive.

SECTION 16. NO GUARANTEE OF ADVERTISING OR BUSINESS RESULTS

Eye Level Mobile sells advertising-display equipment and does not guarantee impressions, inquiries, leads, customers, revenue, profit, advertising effectiveness, resale value, or return on investment. Results depend on content, traffic, routes, locations, market conditions, audience, pricing, sales execution, operating hours, local restrictions, and Buyer's decisions.

SECTION 17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EYE LEVEL MOBILE'S AGGREGATE LIABILITY ARISING FROM A PARTICULAR ORDER, PRODUCT, OR SERVICE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO EYE LEVEL MOBILE FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EYE LEVEL MOBILE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST ADVERTISING REVENUE, LOST BUSINESS, LOSS OF USE, BUSINESS INTERRUPTION, SUBSTITUTE EQUIPMENT COSTS, OR CLAIMS BASED ON BUYER'S COMMITMENTS TO THIRD PARTIES.

SECTION 18. INDEMNIFICATION

To the extent permitted by law, Buyer agrees to defend, indemnify, and hold harmless Eye Level Mobile and its officers, directors, employees, contractors, representatives, successors, and assigns from third-party claims, liabilities, damages, losses, and reasonable expenses arising from Buyer's operation or misuse of equipment, vehicle, advertising content, violation of law, negligence or intentional misconduct, unauthorized modifications, or infringement of intellectual property, privacy, or publicity rights.

SECTION 19. PRODUCTION, COMPLETION, DELIVERY, AND RISK OF LOSS

Production schedules and completion dates are good-faith estimates unless expressly guaranteed in a signed writing. Buyer should not make advertising, event, travel, vehicle-sale, or third-party commitments in reliance on an estimated completion date. Eye Level Mobile is not responsible for reasonable delays caused by shortages, suppliers, freight, weather, labor disruption, governmental action, Buyer changes, force majeure, or circumstances outside its reasonable control.

Unless otherwise stated, delivery occurs when completed equipment is made available for pickup or, when Buyer requests carrier shipment, when tendered to the carrier. Buyer must promptly inspect delivered equipment and document visible freight damage.

SECTION 20. NON-WARRANTY AND OTHER SERVICE

Remote troubleshooting may be used to determine whether a reported issue is covered by warranty. If the issue is determined not to be covered, Eye Level Mobile may offer repair or service at separately quoted rates. No non-warranty work will be performed at Customer expense without Customer authorization.

The **\$1,800.00 flat fee applies to approved on-site warranty service visits**. Non-warranty service, Buyer-requested upgrades, damage repairs, modifications, maintenance, and other work outside the limited warranty may be quoted separately.

SECTION 21. THIRD-PARTY SOFTWARE, NETWORKS, AND SERVICES

Equipment may incorporate third-party software, firmware, applications, media players, wireless networks, cellular services, cloud platforms, routers, or control systems subject to separate licenses, subscriptions, privacy policies, acceptable-use rules, network availability, or other third-party terms. Buyer is responsible for required accounts, subscriptions, passwords, data plans, and compliance with third-party terms. Eye Level Mobile is not responsible for third-party outages, discontinuation, policy changes, cybersecurity events, or functionality changes outside its reasonable control.

SECTION 22. FORCE MAJEURE

Eye Level Mobile is not in breach for delay or nonperformance caused by events beyond its reasonable control, including natural disaster, severe weather, fire, flood, accident, war, terrorism, civil disturbance, epidemic, pandemic, labor disruption, transportation interruption, utility or telecommunications failure, supplier failure, material shortage, import restriction, governmental action, or similar event.

SECTION 23. DISPUTE RESOLUTION AND ARBITRATION

Informal Resolution

Before arbitration or litigation, the party asserting a dispute must provide written notice describing the claim and requested relief. The parties will make a good-faith effort to resolve it for at least thirty (30) days after receipt unless immediate relief is reasonably necessary to preserve property, intellectual property, confidential information, or an expiring claim.

Binding Individual Arbitration

Except for matters applicable law permits or requires to be brought in court, disputes arising out of or relating to these Terms, an Eye Level Mobile order, equipment, or services shall be resolved by binding arbitration on an individual basis under the Federal Arbitration Act, administered by the American Arbitration Association under rules applicable to the dispute.

Exceptions

Either party may bring an eligible individual claim in small claims court, seek temporary or injunctive relief in aid of arbitration, pursue an available governmental remedy, or bring a court action concerning infringement or misappropriation of intellectual property.

Class and Jury Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLAIMS WILL BE ASSERTED ONLY INDIVIDUALLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. TO THE EXTENT A DISPUTE IS PROPERLY HEARD IN COURT, EACH PARTY WAIVES TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Arbitration Opt-Out

Buyer may opt out of mandatory arbitration by sending Eye Level Mobile written notice within thirty (30) days after first accepting these Terms, identifying Buyer and the applicable order or invoice if available and clearly stating the election to opt out. Opting out does not affect the remaining Terms.

SECTION 24. GOVERNING LAW; VENUE

These Terms, the applicable transaction, and any dispute arising out of or relating to them shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to conflict-of-law principles, except to the extent federal law or another non-waivable law applies. Subject to the arbitration provisions, any judicial proceeding permitted under this Agreement shall be brought in a state or federal court of competent jurisdiction located in Delaware, and each party consents to the personal jurisdiction of those courts.

The parties acknowledge that Eye Level Mobile, Inc. is incorporated under Delaware law and intend Delaware law to provide a stable governing framework regardless of changes to Eye Level Mobile's principal business office or the residence of its officers, directors, employees, or representatives.

SECTION 25. MISCELLANEOUS

The parties are independent contractors. Nothing creates a partnership, joint venture, employment, agency, franchise, fiduciary, or similar relationship. Failure to enforce a provision is not a waiver. If a provision is invalid or unenforceable, it shall be enforced to the maximum lawful extent or severed, and the remainder continues in effect.

Buyer may not assign payment obligations without Eye Level Mobile's written consent. Eye Level Mobile may assign payment rights or security interests to a lender, financing source, successor, or lawful assignee. Electronic signatures, approvals, emailed authorizations, online invoices, and electronic payment records may be treated as originals to the extent permitted by law.

The Agreement constitutes the entire agreement concerning the applicable sale and supersedes prior discussions or representations concerning that transaction. Material amendments must be in writing and approved by an authorized Eye Level Mobile representative.

SECTION 26. NOTICES

Formal notices must be sent using Eye Level Mobile's then-current business or legal notice contact information published on **eyelevelmobile.com** or shown on the applicable sales order or invoice. Notices concerning arbitration, default, or another formal dispute should use a method providing evidence of delivery, such as certified mail, a nationally recognized overnight carrier, or another trackable method.

Eye Level Mobile, Inc.

Website: eyelevelmobile.com

Telephone: 865-253-0719

Legal/Notice Email: _____

Current Business Address: See eyelevelmobile.com or the applicable sales document.

SECTION 27. BUYER ACKNOWLEDGMENT

By signing or electronically approving an Eye Level Mobile estimate, sales order, or invoice; paying a deposit or other amount; authorizing production; accepting delivery; or using the purchased equipment, Buyer acknowledges an opportunity to review these Terms and agrees to be bound by them.

Legal Review Notice: These Terms are intended for commercial transactions involving specialized mobile digital display equipment. Eye Level Mobile should have qualified counsel review the final published terms, particularly the **\$50,000.00 per-unit liquidated damages provision**, restrictions on commercial duplication and reverse engineering, the mandatory \$1,800 on-site warranty service fee, arbitration, Delaware governing-law and venue provisions, security interest, indemnification, warranty remedies, and limitation of liability.