



USA Commercial Terms & Conditions effective October 8, 2026.

1. **DEFINITIONS.** "Company" means Janx Holding, Inc., Janx Integrity Group, Inc., or Jan X-Ray Services, Inc., as applicable, depending on which entity has extended an agreement, estimate, offer, or quote that Customer has accepted (such agreement, the "Agreement"). "Customer" means any entity from whom Company received an order which Company has accepted or to which Company has extended an estimate, offer, or quote, or agreement, which Customer has accepted. "Work" means the performance of any services (including the provision of rental equipment or any other reimbursable expenses subject to markup) which are to be provided by Company under these USA Commercial Terms and Conditions (the "Terms") and any other agreement entered into between the Customer and Company. "Party" means Company or Customer, individually, and "Parties" means both of them. "Personnel" means a Party's employees, agents, and subcontractors, and any other persons acting under its direction or control.

2. **APPLICABILITY OF TERMS.** If an existing written contract between Company and Customer incorporating these Terms exists, the relationship between Company and Customer (including all commercial transactions and Work performed by Company) shall be solely governed by such contract and these Terms, and any terms and conditions or similar documents purporting to apply thereto are null and void; to the extent there is any inconsistency or conflict between the terms of such existing written contract and the Terms, the Terms shall control, and the Terms shall supersede any and all earlier warranties, representations, or statements (whether oral or in writing).

Subject to the foregoing, to the extent that a request for quotation, acceptance or similar document issued by Customer is purportedly governed in whole or part by terms and conditions other than these Terms, and constitute an "offer" or "counter-offer" under applicable law, such offer or counter-offer is rejected in its entirety. In such event, these Terms are intended to constitute a "counteroffer" under applicable law, and Company's performance of any Work for Customer is expressly conditioned on Customer's acceptance of these Terms as the sole and exclusive terms and conditions governing the relationship between Company and Customer (including all commercial transactions and Work performed by Company). Customer's scheduling or allowing of any Work to be performed by Company, or taking of any other steps reasonably calculated to facilitate the provision of Work, shall constitute unconditional acceptance of these Terms.

Company may update these Terms from time to time. Unless otherwise agreed in a writing signed by both Parties, the version of these Terms in effect on the date of the applicable Quote (or, if there is no Quote, on the date the Work begins) shall apply.

3. **QUOTE.** Any price quote made by Company will remain open for a period of sixty (60) days from the date of issuance unless Company, in its sole discretion modifies such period in writing.
4. **PAYMENT & INVOICING.** Unless different prices have been specifically agreed to in a duly accepted quotation, work order or offer (collectively a "Quote"), all prices are subject to alteration without notice and Work shall be invoiced in accordance with Company's then-applicable rate sheet. All present and future taxes imposed by any federal, state or local authority of any country which Company may be required to pay or collect, upon or with reference to the Work (except net income and equity franchise taxes) shall be for the account of Customer.

Company will invoice Customer with proper documentation on a punctual basis. Payment is due in full, without setoff or withholding, thirty (30) days from the invoice date unless otherwise agreed to in writing by both parties. Past due amounts are subject to a late fee of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Customer. Customer shall notify Company in writing of any good-faith dispute of an invoice, with reasonable detail, within fifteen (15) days of the invoice date, and shall timely pay all undisputed amounts. If any undisputed amount is not paid when due, Company may, upon five (5) days' written notice, suspend the Work until all past due amounts are paid, without liability to Customer. In that case, the schedule shall be extended accordingly and Customer shall pay Company's reasonable demobilization and remobilization costs.

RECORDS. Company shall maintain a complete and correct set of records of the Work for one (1) year, or longer as may be required by applicable law. Customer shall have the right, at Customer's sole expense and at reasonable times, to inspect and audit such records within a period of one (1) year after the termination of the Work; provided, however, that Company has the right to exclude any trade secrets, formulae or confidential information from such inspection and audit.

5. **LIENS.** Customer shall have the right to withhold final payment until Company has furnished reasonable proof that any claims against Company by its suppliers, contractors and subcontractors for labor, material, equipment, or goods of any kind furnished in connection with the Work have been released. The Company does not waive its right to assert liens under applicable law if payments owed from Customer to Company are not paid on time according to the applicable agreement or these Terms.

6. **WARRANTY.** COMPANY WARRANTS THAT THE WORK FURNISHED HEREUNDER SHALL BE FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN A DULY EXECUTED QUOTE ISSUED BY COMPANY AND PERFORMED IN A GOOD AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL IN ACCORDANCE WITH INDUSTRY STANDARDS. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND ANY SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE WAIVED.

As Customer's sole remedy hereunder, if within twelve months of delivery of any Work the Customer notifies Company in writing of any deficiency caused by the negligence of Company, then Company shall re-perform the Work as necessary to remedy any deficiency. Customer understands that the inspection report and all other analyses, charts or reports delivered or recommendations or advice given by Company, its employees or agents in connection with the Work will not be received as a warranty of the quality, capacity or fitness for use of the object of the Work. The results of the Work reflect only the condition of the specific items, areas, and locations actually inspected or tested, at the time of inspection or testing, using the methods specified in the Quote.

7. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, COMPANY'S AGGREGATE LIABILITY AND RESPONSIBILITY TO CUSTOMER WITH RESPECT TO ANY LIABILITY, BREACH, OR OBLIGATION RELATING TO OR ARISING OUT OF ANY WORK IS LIMITED TO THE COMPENSATION PAID TO COMPANY FOR SUCH WORK MULTIPLIED BY TWO (2) (THE "LIMITATION OF LIABILITY"). THIS LIMITATION OF LIABILITY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, CONTRACT, OR OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, COMPANY'S INDEMNITY OBLIGATIONS TO CUSTOMER RELATED TO THE WORK PROVIDED IN THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF THE WORK, BUT DOES NOT APPLY TO LIABILITIES ARISING DUE TO GROSS NEGLIGENCE OR FRAUD ON THE PART OF COMPANY. Customer acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Customer has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DAMAGES FOR DELAY, OR LOSS OF USE ARISING FROM OR RELATED TO WORK PROVIDED BY COMPANY, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. Customer acknowledges that this provision has been reviewed, understood and is a material part of this Agreement, and that Customer has had an opportunity to seek legal advice regarding this provision.
9. **SAFETY.** Company is solely responsible for the safety and health of Company's employees and subcontractors. Company shall take necessary precautions for the safety of its employees to prevent hazard exposure. Company shall exercise reasonable diligence to discover any hazardous conditions and take steps to protect its employees from such conditions. Company shall correct a hazardous condition if it has authority, or if it does not have authority, request the Customer or controlling employer to correct the hazardous condition, inform its employees of such condition, and take reasonable alternative protective measures (which can include removing its employees from the job). Company specifically disclaims any authority or responsibility to correct any hazardous conditions or exposures created by the Customer, other third-party employers, and for the safety of persons who are not employed by the Company. Should Customer, or third parties, be conducting activities on the site, then each shall have responsibility for the safety and compliance of their own employees with applicable safety requirements. For purposes of this Section and Section 12, a hazardous condition includes threats, violence, harassment, or other conduct by Customer's Personnel or other persons at the Work site that Company reasonably believes endangers the safety or well-being of Company's Personnel.
10. **INDEMNITY.** Company shall indemnify, defend, and hold harmless Customer, its agents, and employees from and against any and all losses, liabilities, damages, costs, and expenses of any kind (including, but not limited to, costs of defense, investigation, settlement, and reasonable attorneys' fees) arising from or related to bodily injury (including death) to any person, damage to any property, or both, to the extent caused by the acts, omissions, or negligence of Company, its subcontractors, or their respective employees.

Customer shall indemnify, defend, and hold harmless Company, its agents, employees, and subcontractors from and against any and all losses, liabilities, damages, costs, and expenses of any kind (including, but not limited to, costs of defense, investigation, settlement, and reasonable attorneys' fees) arising from or related to bodily injury (including

death) to any person, damage to any property, or both, to the extent caused by the acts, omissions, or negligence of Customer, its agents, or employees, or its other contractors (other than Company).

11. **INSURANCE.** Company shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where Work are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence/ \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$3,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim. Upon receipt of written request, Customer shall be included as an additional insured under the General Liability and Automobile Liability policies on a primary and non-contributory basis for obligations and liabilities assumed hereunder by Company. The insurance requirements hereunder shall in no way modify the limitations of liability contained elsewhere.

12. **CUSTOMER OBLIGATIONS.** Customer warrants that all information provided to Company regarding the Work and Work location are complete and accurate to the best of Customer's knowledge.

Customer agrees to furnish Company, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Company to enter onto the Work site to perform the Work; Customer agrees to disclose the identity and location of all utilities serving the Work Site and the presence and accurate location of hidden or obscured man-made objects known to Customer that may be in Company's work area. Customer shall, before commencement of any work, and without cost to Company remove or make safe any conditions at the job site or on the workplace which present a safety hazard, including, but not limited to, electric wires, flames, smoke, flammable liquids or gases, fumes, steam, poisons, asbestos, hazardous or toxic chemicals, and hazards from other contractors working above, below, or adjacent to the Company Work area. Customer shall supply adequate scaffolding, lighting, and handling facilities at each Work area. The Customer shall notify the Company of any and all known hazardous conditions or potential exposures to employees discovered by itself or by other entities while the Company's employees are actively performing work on the job site. The Customer shall inform the Company of all corrective actions implemented to mitigate any hazardous conditions or exposures that could harm Company employees.

13. **COMPLIANCE WITH LAWS.** Each Party shall comply with all laws, regulations, and orders applicable to its activities under these Terms, including those relating to safety, the environment, employment, and workplace conduct. Customer shall cause its Personnel and other persons under its control at the Work site to comply with such laws and to refrain from any unlawful, abusive, or unsafe conduct toward Company's Personnel, and shall promptly address any such noncompliance or conduct reported by Company. If Company reasonably believes that conditions or conduct at the Work site violate applicable law or endanger its Personnel, Company may suspend affected Work or remove its Personnel from the Work site without liability, with an equitable schedule extension and payment of its resulting standby and remobilization costs. A serious or repeated violation of this Section is a material breach, and Company may terminate immediately for cause as provided herein. Customer shall defend, indemnify, and hold harmless Company and its Personnel from all losses and costs (including reasonable attorneys' fees) to the extent arising from Customer's breach of this Section.

14. **TIME.** Any periods of time quoted or accepted by Company for completion of the Work are to be treated as estimates only. Time is not of the essence.

15. **TERMINATION.** For Convenience-Upon written notice, Customer or Company may terminate the performance of any further Work included in this Agreement. Upon receipt of a termination notice, Company shall stop all Work included in this Agreement and Customer shall pay Company within thirty (30) days for all Work performed up to the receipt of the termination notice, as well as reasonable mobilization and demobilization costs.

For Cause-In the event of material breach by either Party, the non-breaching Party may provide written notice to the breaching Party identifying the alleged material breach and its intent to terminate the Agreement if such breach is not cured within at least thirty (30) days. If the breach is not cured, the non-breaching Party may terminate the Agreement. Notwithstanding the foregoing, if the material breach pertains to a failure to make a payment when due, the breaching Party shall have five (5) days from the due date to cure the breach. If payment is not made within this period, the non-breaching Party may terminate the Agreement immediately. Upon Termination for Cause, Company shall stop work on all Work included in this Agreement and Customer shall pay Company within thirty (30) days for all Work performed up to the date of termination. If the Agreement is terminated due to the Company's breach, then the Customer shall pay the Company within thirty (30) days of all Work performed up to the date the termination, , less any damages directly caused by such breach, subject to Sections 7 and 8.

All provisions of these Terms containing representations, warranties, payment obligations, releases, indemnities, and all provisions relating to Confidential Information, intellectual property, non-solicitation, construction and interpretation, insurance, disclaimer of certain remedies and damages, limitations of liability, choice of law, forum, and waiver of jury trial, shall survive termination until limited by an applicable statute of limitations.

16. **FORCE MAJEURE.** Company shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, fire, explosion, epidemics, pandemics, acts or orders of any governmental authority, embargoes, tariffs, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Work. In the event that such acts or events occur, it is agreed that Company shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Work covered by these Terms.
17. **ASSIGNMENT AND SUBCONTRACTS.** Neither Party may subcontract, assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except that Company may (a) assign all or any portion of the Work or this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all its assets, and (b) subcontract all or any portion of the Work to an affiliate or to qualified subcontractors, provided that Company remains responsible for the subcontracted Work. Any attempted assignment in violation of this clause shall be null and void.
18. **CONFIDENTIALITY.** All information relating to the Work or the business of Customer including, but not limited to, drawings and specifications relating to the Work, and Customer information, shall be held in confidence by Company and shall not be used by Company for any purpose other than for the performance of the Work or as authorized in writing by Customer. Confidential information shall not include information that (i) has become part of the public domain through no fault of Company; (ii) is possessed by Company before receipt thereof from Customer; (iii) is acquired independently and without any confidentiality obligation by Company from a third party that has the right to disseminate such information; (iv) is developed by Company independently; (v) is required to be disclosed by Company due to applicable laws and regulations, government order or court order.

Customer shall likewise hold in confidence, and use only in connection with the Work, all non-public information of Company, including its pricing, rate sheets, Quotes, procedures, techniques, and Personnel information. The exclusions in clauses (i) through (v) above apply to Customer's obligations, with references to Company read as references to Customer and vice versa.
19. **INTELLECTUAL PROPERTY AND REPORTS.** Company retains all right, title, and interest in its pre-existing and independently developed procedures, methods, techniques, software, know-how, templates, and other intellectual property, including any improvements made in performing the Work. Upon full payment, Customer may use the reports and other deliverables prepared for it under the Agreement for its internal business purposes and as needed to comply with applicable legal or regulatory requirements.
20. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether of like or different in character.
21. **MISCELLANEOUS.** These Terms supersede all earlier warranties, representations, or statements (whether oral or in writing) and may only be varied or amended in a signed writing between the parties. No amendment or modification to these Terms, or any waiver of any provisions hereof, shall be effective unless in writing signed by both Parties, and under no circumstances shall any such amendment or modification be deemed to have retroactive effect. To the extent Company performs any other work for Customer not contemplated by the quotation in connection hereof then these Terms shall govern the performance of such other work notwithstanding the absence of a quote by Company, or other written agreement in respect to such other work. If any part of these Terms is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provisions. Company is an independent contractor, and nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the Parties. Notices must be in writing and sent to the addresses in the applicable Quote (or as later designated in writing); notice by email is effective upon confirmation of receipt. Quotes, acceptances, and amendments may be signed electronically and in counterparts.
22. **CHOICE OF LAW, FORUM.** The validity, construction, and performance of, and any dispute arising under, these Terms shall be governed by Texas law, conflicts of laws principles notwithstanding, and any suit related to or arising out of the Work shall be brought exclusively in the state or federal courts located in Harris County, Texas, and each party consents to the personal jurisdiction of such courts. However, if the law of the state where the Work is performed requires that disputes relating to such Work be governed by that state's law or resolved in that state, then that state's law shall govern and venue shall lie in that state, but only to the extent so required. In the event of any controversy, claim or dispute between the parties arising out of or relating to the Work, these Terms or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs.
23. **WAIVER OF JURY TRIAL.** TO THE GREATEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE WORK.



24. **GOVERNMENT CONTRACTING.** To the extent any portion of the Work is subject to any prevailing wage, skilled and trained workforce, or any other federal, state, or local labor laws that operate to impose additional or heightened labor requirements, including but not limited to wages or workforce composition, then Customer represents that it has disclosed the applicability of such laws to the Work. Customer shall defend, indemnify, and hold harmless Company from and against any all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Company may incur, become responsible for, or pay out as a result of Customer's breach of the foregoing representation.
25. **NON-SOLICITATION OF PERSONNEL.** During the performance of the Work and for twelve (12) months after its completion, Customer shall not, directly or indirectly, solicit for employment or engage (as an employee or independent contractor) any of Company's Personnel who performed Work for Customer, without Company's prior written consent. General solicitations not targeted at Company's Personnel do not violate this Section. If Customer breaches this Section, Customer shall pay Company, as liquidated damages and not as a penalty, an amount equal to [thirty percent (30%)] of the individual's annualized compensation at Company, which the Parties agree is a reasonable estimate of Company's recruiting, training, and replacement costs.