SALES AND PURCHASE AGREEMENT

Contract No. APX-NSR-2026-0418 · Executed April 18, 2026

SELLER

Apex Manufacturing Solutions, LLC

4720 Industrial Boulevard
Cleveland, OH 44114, United States

Delaware Reg. No. 7842-1196 · EIN 84-3092517

Represented by: Margaret L. Holbrook, Vice President of Operations

BUYER

Northstream Robotics, Inc.

1880 Innovation Parkway, Building C
Ann Arbor, MI 48108, United States

Michigan Reg. No. 802-44-1187 · EIN 47-2218964

Represented by: Daniel R. Voss, Director of Capital Procurement

RECITALS

WHEREAS, Seller is engaged in the design, manufacture, and supply of precision computer-numerical-control machine tools and associated industrial automation equipment; and

WHEREAS, Buyer operates an automated robotics manufacturing facility and desires to procure such equipment to expand its production capacity for the 2026 calendar year; and

WHEREAS, the parties have negotiated commercial terms in good faith and now wish to memorialize the rights, obligations, and remedies governing the sale;

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GOODS & SPECIFICATIONS

Seller shall manufacture, assemble, and deliver to Buyer the equipment described in the schedule below (the "Goods"). Each unit shall conform to the technical specifications, performance benchmarks, and tolerances set forth in Exhibit A and shall be supplied with all manuals, calibration certificates, and tooling fixtures customary for industrial commissioning.

ITEM / DESCRIPTION	SKU	QTY	UNIT PRICE	TOTAL
Industrial CNC Lathe — model TX-840	TX840-A	2	$48,500	**$97,000**
Tool changer module	TC-12	2	$6,800	**$13,600**
Coolant filtration system	CF-3	1	$4,200	**$4,200**
Installation & commissioning	INST-OS	1	$8,500	**$8,500**

TOTAL CONTRACT VALUE: $123,300

All amounts are denominated in United States Dollars (USD), exclusive of applicable sales, use, or value-added taxes, which shall be borne by Buyer to the extent imposed by jurisdictions of delivery or installation.

2. PRICE & PAYMENT

The aggregate contract price is One Hundred Twenty-Three Thousand Three Hundred and 00/100 United States Dollars ($123,300.00). Payment shall be made by Buyer in three installments: thirty percent (30%) upon execution of this Agreement; forty percent (40%) upon Seller's notice of factory acceptance testing completion; and the remaining thirty percent (30%) within fifteen (15) calendar days following final commissioning and Buyer's written acceptance under Section 3.

All payments shall be made by wire transfer in immediately available funds to Seller's designated banking institution. Late payments shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated from the date payment was due until paid in full.

3. DELIVERY & ACCEPTANCE

Seller shall deliver the Goods FCA Cleveland, Ohio (Incoterms 2020) no later than September 15, 2026. Title and risk of loss shall pass to Buyer in accordance with Section 5. Seller's obligations include export packing, loading onto Buyer's nominated carrier, and provision of all customary shipping documentation.

Buyer shall conduct acceptance testing within twenty-one (21) calendar days following installation at Buyer's facility. The Goods shall be deemed accepted upon Buyer's written confirmation or upon expiration of the testing period without written objection. Any non-conformities identified during acceptance testing shall be remedied by Seller at no additional cost within thirty (30) days of written notice.

4. WARRANTY

Seller warrants that the Goods shall be free from defects in materials and workmanship and shall conform to the specifications set forth in Exhibit A for a period of twenty-four (24) months from the date of acceptance or thirty (30) months from the date of shipment, whichever first expires (the "Warranty Period"). Consumable components and operator-replaceable wear items are excluded from this warranty.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole obligation under this warranty shall be, at its election, repair, replacement, or refund of the purchase price of the non-conforming Goods.

5. RISK OF LOSS

Risk of loss or damage to the Goods shall pass from Seller to Buyer upon delivery to the carrier at Seller's facility in Cleveland, Ohio, in accordance with the FCA Incoterms 2020. Buyer shall be responsible for procuring marine, transit, and storage insurance coverage in amounts not less than one hundred ten percent (110%) of the invoiced value of the Goods until installation is complete.

Notwithstanding the passage of risk, Seller shall retain a purchase-money security interest in the Goods until full payment of the contract price is received. Buyer authorizes Seller to file financing statements under Article 9 of the Uniform Commercial Code to perfect such security interest.

6. RETURNS & REMEDIES

Buyer shall not return any Goods without prior written authorization from Seller and a return-merchandise authorization (RMA) number. Goods returned without authorization may be refused at Buyer's expense. Authorized returns of conforming Goods, where permitted by Seller in its sole discretion, are subject to a restocking charge of fifteen percent (15%) of the invoiced value plus return freight.

In the event of a material breach by Seller, Buyer's exclusive remedies shall be (i) repair or replacement of the non-conforming Goods, (ii) refund of the purchase price of the affected units, or (iii) such other remedy as the parties may mutually agree in writing. In no event shall either party be liable for consequential, incidental, indirect, or punitive damages, lost profits, or loss of business opportunity arising under this Agreement.

7. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations) to the extent such failure or delay is caused by events beyond its reasonable control, including without limitation acts of God, natural disasters, fires, floods, pandemics, epidemics, government orders, embargoes, civil unrest, terrorism, war, labor strikes affecting the broader industry, semiconductor shortages, or interruption of utilities or transportation networks (a "Force Majeure Event").

The affected party shall provide prompt written notice of any Force Majeure Event and shall use commercially reasonable efforts to resume performance as soon as practicable. If a Force Majeure Event continues for more than one hundred twenty (120) consecutive days, either party may terminate this Agreement upon thirty (30) days' written notice without further liability, except for amounts already due and payable for Goods delivered prior to such termination.

8. DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall first be submitted to good-faith negotiation between senior executives of the parties for a period of thirty (30) days. Failing resolution, the dispute shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a panel of three arbitrators sitting in Wilmington, Delaware. Judgment upon the award may be entered in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER

Authorized Signature — Apex Manufacturing Solutions, LLC

Margaret L. Holbrook
Vice President of Operations

Date: _____

BUYER

Authorized Signature — Northstream Robotics, Inc.

Daniel R. Voss
Director of Capital Procurement

Date: _____