

TERMS AND CONDITIONS OF THIS SALES TRANSACTION

1. BUYER'S TERMS AND CONDITIONS. Master International Corporation, d/b/a Master Electronics ("Seller") desires to provide its customers with prompt and efficient service. However, to negotiate individually the terms and conditions of each contract would substantially impair Seller's ability to provide such service. Accordingly, goods furnished by Seller are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions of Buyer's order, any sale by Seller to Buyer is expressly made conditional on Buyer's agreement to Seller's Terms and Conditions. Any conflicting, additional or different statements or terms listed on the Buyer's purchase orders, invoices, confirmations or other Buyer generated documents, whether heretofore or hereafter submitted, are of no effect.

2. DELIVERY. Title to all goods shall pass to Buyer upon delivery to Buyer's carrier, or common carrier. Seller shall not be liable for delays in delivery or for failure to perform due to any causes, including, without limitation, acts of God, acts or omissions of Buyer or civil or military authorities, fires, strikes, epidemics, quarantine restriction, flood, earthquakes, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of such delay without penalty to Seller. Seller shall be entitled to refuse or to delay shipments for failure by Buyer to pay promptly any payments due Seller, whether on this or any other contract between Seller and Buyer. Seller shall have the right to deliver all goods covered hereby at one time or in portions.

3. ACCEPTANCE AND CANCELLATION OF ORDERS. All orders are subject to acceptance in writing by Seller. Any written acknowledgment or receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by Seller may be cancelled by Buyer only upon written consent of Seller. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which Seller may have as a result of such cancellation or other withdrawal, cancellation or restocking charges, which shall include all expenses then incurred on commitments made by Seller, shall be paid by Buyer to Seller. Buyer requests to reschedule are subject to acceptance by Seller in its sole discretion. Orders may not be cancelled or rescheduled after the order has been submitted by Seller to the shipment carrier. Seller reserves the right to allocate sales and limit quantities of selected goods among its Buyers in its sole discretion. Good specifications and availability are subject to change without prior notice.

4. TERMS. Terms of payment are net thirty days from date of invoice unless otherwise specified by Seller in writing. In the event that payment is not received within such thirty day period, any unpaid balance shall commence to bear interest at the rate of 15% per annum from the 31st day after invoice.

5. PRICES AND TAXES. Orders are billed at the prices in effect at the time of shipment. Prices are exclusive of taxes, duties (including but not limited to tariffs), impositions and other charges, including sales, use, excise, value-added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, and document fees payment of which shall be Buyer's responsibility. In the event Seller receives notification from the manufacturer after an order has been accepted but prior to shipment that the price of the good has increased, Seller shall be entitled to increase the price of the good commensurate with such increase, and the Buyer shall either accept such price increase or terminate the order.

6. LIMITED WARRANTIES AND REMEDIES. Seller warrants that, at the time of delivery, the goods covered hereby are in accordance with their manufacturer's specifications, but makes no other warranty with respect to such goods. Seller agrees, as Seller shall elect, to credit the account of Buyer or replace without charge to Buyer all goods which at the time of delivery are not in such condition, but only if Buyer returns such goods within 20 days from the date of delivery, in original package and condition of delivery, without their numbers or any part thereof altered, defaced, or removed, to Seller's plant of shipment, accompanied by a specification in writing of the defects involved. In no event shall Seller's liability hereunder exceed the Buyer's purchase price. Buyer shall notify Seller in each instance when Buyer intends to return goods which Buyer believes are not in accordance with such original condition and Seller shall be entitled to examine such goods at Buyer's facilities prior to their return. Final inspections and conclusive determination whether goods are in accordance with such original condition shall be made at Seller's plant, or may be based upon the manufacturer's actual test report.

SELLER'S SOLE LIABILITY SHALL BE AT ITS OPTION TO CREDIT THE ACCOUNT OF BUYER OR TO REPLACE GOODS WHICH ARE NOT IN ACCORDANCE WITH SELLER'S LIMITED WARRANTY IN ACCORDANCE WITH THE TERMS HEREOF AND IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE OF ANY KIND. The foregoing remedy as provided herein shall be the sole and exclusive remedy of the Buyer.

In no event shall the liability of Seller relating in any way to any good exceed the purchase price for such good, regardless of the legal theory asserted for such liability, whether in contract, tort, warranty or otherwise. Buyer acknowledges that the amounts payable for the goods are based in part on these limitations, and Buyer further agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Some states may not allow the exclusion or limitation of incidental or consequential damages. In the event a state does not, the above exclusion or limitation shall apply to the maximum extent allowed by law.

EXCEPT AS STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE, WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED FOR ON THE FACE HEREOF. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO DELAY IN DELIVERIES, SERVICE, USE OR OTHER PERFORMANCE AS SPECIFIED IN THIS AGREEMENT.

7. INFRINGEMENT DISCLAIMER. Notwithstanding section 2-312 of any applicable version of the Uniform Commercial Code or any other similar law, Seller (i) expressly disclaims any and all warranties against third party claims for infringement or the like, and (ii) shall have no obligation of any kind to the Buyer for claims brought by third parties against the Buyer for infringement or the like arising out of or in any way related to goods purchased by the Buyer from Seller.

8. TECHNICAL DATA. Buyer shall not use, duplicate or disclose any technical data delivered or disclosed by Seller to Buyer for any purpose other than for installation, operation or maintenance of goods purchased by Buyer without Seller's prior written consent. Further, to the extent Seller offers technical assistance or suggests alternative parts based on technical information available to Seller, Seller DOES NOT GUARANTEE that this assistance is correct or that suggested part alternatives are based on the most recent data or that our interpretation and accuracy of the data is correct. Buyer is solely responsible for confirming the validity of the assistance and the specifications as well as determining the appropriateness and compatibility in selecting part(s) for their application.

9. DISPUTES AND GOVERNING LAW. All disputes under, and with respect to any contract concerning the goods not otherwise resolved between Seller and Buyer shall be resolved exclusively in a court of competent jurisdiction located in Phoenix, Arizona, and employing Arizona law, and in no other place; provided, however, that in Seller's sole discretion such action may be heard in some other place designated by Seller (if necessary to acquire jurisdiction over third persons), so that the dispute can be resolved in one action. Buyer agrees to appear in any matter connected with the goods furnished by Seller. NO ACTION MAY BE BROUGHT BY BUYER MORE THAN SIX

(6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED. Notwithstanding the foregoing, the following laws are excluded from these terms and conditions: The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods and the Uniform Computer Information Transactions Act.

10. INTEGRATION AND ASSIGNMENT. These Terms and Conditions contain the entire and only agreement between the parties with respect to the goods, and any representation, promise or warranty herein not specifically incorporated herein in writing shall not be binding on either party. These Terms and Conditions may be modified only by a writing signed by Seller.

11. SHORTAGES. Any claims of shortage must be reported to Seller within four days after receipt of shipment.

Date: 5/20/2020

12. RETURNS. Returns that are not NC/NR will be accepted if a request for return is received within thirty (30) days of the invoice date. If Buyer desires to return goods, Buyer must contact a Seller sales representative to request a Return Material Authorization ("RMA") number. The goods must be returned as directed by the location issuing the RMA. The RMA number must be clearly visible on each return package, and all returns must be accompanied by the original invoice number, be in the original packaging, and be in resalable condition. A Military Specification ("Mil-Spec") good purchased from Seller is liable to be considered non-cancelable and non-returnable. To the extent that Seller purchases a good from a manufacturer specifically for Buyer, such goods may be Non-Cancelable/Non-Returnable. If the RMA is approved:

- A. Buyer is responsible for all shipping costs for return of the goods to Seller.
- B. Any merchandise approved for return by Seller is subject to a restocking fee.
- C. RMA is only valid for 45 days after RMA has been issued to the Buyer.

13. INTERNATIONAL SHIPMENTS. Buyer shall be responsible for all applicable VAT, PST, HST, and/or GST charges along with brokerage fees, which shall be due at the time of delivery.

14. GOOD COUNTRY OF ORIGIN. When provided by the manufacturer, Seller maintains country of origin information on goods in its inventory. Such information does not include the country of origin of each raw material or subcomponent that is incorporated into the manufacturer's final good. Upon request, Seller will provide to Buyer the manufacturer-provided country of origin information.

15. GEOGRAPHIC LIMITATIONS ON USE. Although Seller's website is accessible worldwide, not all goods offered by Seller are available to all persons or in all geographic locations. Seller reserves the right to limit the availability and/or quantity of its goods to any person, geographic area or jurisdiction. Buyer agrees to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable content and online conduct.

16. GOOD SAFETY NOTICE AND RESTRICTIONS. Goods are intended for commercial use only. Seller does not determine the specifications or conduct any performance or safety testing of any goods that it sells. Specification sheets provided to Buyers are produced by the manufacturer or transcribed from information provided by the manufacturer. Seller is not a Qualified Manufacturers List (QML) supplier or a supplier of Qualified Product Listing (QPL) components. Buyer agrees that all purchases are for commercial or other applications that do not require QPL components. Any reference to military specifications on Seller's website is for reference only and does not modify these terms and conditions. Seller does not participate in any good safety engineering, good safety review or good safety testing. Seller cannot provide any safety testing, safety evaluation or safety engineering services.

17. NO USE AS CRITICAL COMPONENTS. Goods sold by Seller are not designed, intended or authorized for use in life support, life sustaining, human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such goods could result in personal injury, loss of life or catastrophic property damage. This includes, but is not limited to, Class III medical devices as defined by the U.S. Food and Drug Administration (FDA) and Federal Aviation Administration (FAA) or other airworthiness applications. If Buyer uses or sells the goods for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the goods are not liable, in whole or in part, for any claim or damage arising from such use; and (3) **BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER AND THE MANUFACTURER OF THE GOODS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH SUCH USE OR SALE.**

18. INDEMNIFICATION. Buyer understands and agrees that it is personally responsible for its use or inability to use the goods or Buyer's reliance upon any information or recommendation provided by Seller's personnel.

Buyer agrees to indemnify, defend and hold harmless Seller and its business partners, employees and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of Buyer's use, misuse, or inability to use the goods or the Seller's website, Buyer's reliance upon any information or recommendation provided by Seller's personnel, or any violation by Buyer of this Agreement.

19. EXPORT CONTROL

Export Compliance. Seller is committed to compliance with all applicable export laws and regulations. Buyer agrees to comply with all applicable export laws and regulations, including those of the United States, to ensure products or technology provided by Seller under this contract are not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations, including but not limited to the [U.S. Export Administration Regulations](#) (EAR), the [U.S. International Traffic in Arms Regulations](#) (ITAR), and the [U.S. Department of Treasury's Office of Foreign Assets Control](#) regulations. Buyer may not directly or indirectly export, reexport, or transfer any items or technology provided by Seller under this Contract to:

1. Any country designated by the U.S. Department of State as a "[State Sponsor of Terrorism](#)", or to a resident or national of any such country;
2. Russia, Belarus, or the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions of Ukraine;
3. Any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the [U.S. Department of Commerce's Bureau of Industry and Security](#), the list of "Specifically Designated Nationals and Blocked Persons" maintained by the [U.S. Department of Treasury's Office of Foreign Assets Control](#) or any other applicable prohibited party list of the US Government;
4. An end-user engaged in any nuclear, chemical or biological weapons activities.

Buyer also may not directly or indirectly export, reexport, or transfer any items or technology provided by Seller under this Contract for end-use(s) prohibited under applicable export laws and regulations, including but not limited to the EAR's military and semiconductor end-use restrictions. Buyer agrees to screen all potential customers against applicable restricted persons lists prior to any direct or indirect transfer of items or technology subject to this contract. Buyer acknowledges that, before exporting or reexporting, any item or technology subject to this contract, Buyer is responsible for determining if the item or technology is controlled, prohibited or restricted for export and to obtain any license to use, sell, release, transfer, export or re-export as may be required by applicable export laws and regulations.

Export Classifications. Any use made of export classifications provided by Seller to Buyer, whether it be ECCNs or any variation of Harmonized Tariff codes, is without recourse to Seller and at the Buyer's risk. Export classifications are subject to change. If you export or re-export, your company, as the exporter of record, is responsible for determining the correct classification of any item at the time of export. Any export classification provided by Seller is for Seller's use only and shall not be construed as a representation, or warranty to the Buyer regarding the proper export classification nor relied upon to make licensing determinations.

20. CALIFORNIA'S PROPOSITION 65. Prop. 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, a California state law, requires businesses, including distributors, to notify California consumers when products contain specified levels of certain chemicals. Additional information regarding Prop. 65 can be found at www.p65warnings.ca.gov. Seller works to comply with all requirements of Prop. 65 by passing along information it receives from its manufacturers and/or suppliers regarding affected products to Buyer, including at Seller's website, www.masterelectronics.com/prop65. Buyer acknowledges receipt of these warnings. Seller makes no representation or warranty regarding the accuracy of the information it receives from its manufacturers and/or suppliers.