STANDARD TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE AND CANCELLATION OF ORDERS.
Each order for goods is subject to acceptance in writing by a duly authorized agent of Seller; any written acknowledgment of receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by Seller may be canceled 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, reasonable cancellation or restocking charges, which shall include all costs incurred by Seller in fulfilling the order, shall be paid by Buyer to Seller. Orders for items identified as non-cancelable and non-returnable (NCNR) or may be defined as customer specific goods will be identified and agreed to by Buyer at the time of order placement and such goods will be the sole liability of the Buyer.

2. DELIVERY.
All prices quoted and goods shipped are F.O.B. Seller’s facility (or in the definition of International Commercial Terms - INCOTERMS 2020, EXW (Ex Works), Seller’s facility). Title to and risk of loss of all goods shall pass upon Seller’s delivery to carrier for shipment to Buyer. Unless otherwise agreed by Seller in writing, Buyer shall be responsible for insurance, shipping, freight, duty, taxes, and similar charges for goods delivered to Buyer. Choice of carrier and freight shipping method and route shall be at the election of Seller unless expressly designed in writing. Seller shall not be liable for delays in delivery or failure to perform due to causes beyond the reasonable control of Seller, such as acts of God, acts of government or political bodies, war, fire, flood, storm or similar occurrences, labor disputes or curtailment of service by carriers, suppliers or government authorities, fires, strikes, epidemics, quarantine restrictions, man-made or natural disasters, market constraints, and/or transportation delays. 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. In its sole discretion, Seller may allocate, defer, delay or cancel the shipment of any goods which are in short supply. Seller shall be entitled to refuse to or delay shipments upon 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 from time to time within the time for delivery provided in this agreement.

3. TERMS.
a) Unless otherwise specified by Seller in writing, payment in full or in part on account, without offset or deduction, is due 30 days from one date of invoice or as mutually agreed to. If payment is not received within the 30-day period, as a penalty of 1% per month of the unpaid balance or the maximum amount allowed by law, whichever is less, shall be paid by Buyer.
b) All payments are accepted subject to collection. Buyer agrees to pay Seller’s actual costs of collection, including attorneys’ fees, or reasonable attorney’s fees for any third party collection. Any payments received from Buyer made by Buyer may be applied by Seller against any obligation of Buyer to Seller under this or any other agreement, notwithstanding any statement or direction from Buyer with regard to such acceptance. Any amount of partial payment shall not constitute a waiver of Seller’s right to payment in full of all amounts owing from Buyer to Seller.
c) Seller shall have the right to refuse to ship to Buyer on credit at any time and shipments made to Buyer on a C.O.D. or other basis shall be subject to the terms and conditions of sale contained herein.

4. INSPECTION AND ACCEPTANCE OF GOODS.
Buyer is deemed to have accepted goods unless written notice of rejection is given to Seller within a reasonable time, which is agreed to be within ten (10) days after receipt. CLAIMS OF LATE DELIVERY are void unless made prior to receipt of goods, and receipt of goods shall constitute a waiver of any claim of late delivery. No return will be accepted without prior "Return Material Authorization Number" (RMA #) from Seller with Buyer giving the reason for a return. Goods must be returned as directed by Seller’s location issuing the RMA and be in its original packaging. Returns of goods packaged in electrostatic packaging will not be accepted if electrostatic packaging has been opened.

5. SELLER’S RIGHT TO INCREASE PRICES.
Unless otherwise specified on the face of this Agreement, Seller reserves the right to increase the selling price of any and all goods delivered by Buyer subsequent to Seller’s place of business due to an increase in cost of such goods by Seller’s Original Component Manufacturer (“OCM”) supplier. The selling price quoted to Buyer shall be, upon an increase in price by Seller’s OCM supplier, be increased by the same percentage of increase in Seller’s costs for the goods and Buyer agrees to pay any such increased price in accordance with the terms hereof.

6. TAXES.
Seller’s prices do not include sales, use, excise or similar taxes. Seller shall properly impose upon, collect from Buyer, and timely remit to the appropriate governmental authorities any sales, use, or value added taxes, customs duties, surcharges or similar levies, including fines and penalties (“Taxes”) applicable to goods including but not limited to applicable duties and taxes levied by any taxing jurisdiction. Each Tax will be separately stated on any Seller invoice. Seller shall have the right to refuse to ship to Buyer on credit at any time and shipments made to Buyer on a C.O.D. or other basis shall be subject to the terms and conditions of sale contained herein.

7. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES.
a) Seller makes no warranties or representations regarding the goods sold.
   Seller DISCLAIMS ANY WARRANTY RESPECTING THE MERCHANTABILITY OF THE GOODS SOLD TO BUYER OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. Seller is an authorized distributor of the components, parts and services stated herein. As such, it is not a manufacturer of the equipment and/or goods sold hereunder. Buyer is an end user and not a reseller of the goods. Buyer agrees to indemnify, defend and hold Seller harmless from and against all claims, damages, losses, expenses or liabilities of any nature whatsoever which may arise out of, result from, or in any manner whatsoever connected with the use, sale, parts thereof, or the performance or non-performance of the Original Component Manufacturer (“OCM”) goods. As such, Seller agrees to transfer to Buyer the Original Component Manufacturer (“OCM”) goods. In no event shall Seller be liable for indirect, special, incidental or consequential damages, costs, expenses and attorney fees which Seller may incur or be obligated to pay as a result of any and all claims and demands, causes of action or judgments arising out of or relating to any use, modification, adaptation or enhancement of the goods purchased from Seller.

b) Buyer shall hold harmless and indemnify Seller, its respective directors, officers, employees, agents, successors and assigns to the full extent of any liability, loss, cost, claim, damage or expense actually incurred by the injured party, including, but not limited to, reasonable attorneys’ fees for the defense of all liabilities, costs, damages, losses, expenses or liabilities of any nature whatsoever which may arise out of, result from, or in any manner whatsoever connected with the use, sale, parts thereof, or the performance or non-performance of the Original Component Manufacturer (“OCM”) goods. As such, Seller agrees to transfer to Buyer the Original Component Manufacturer (“OCM”) goods. In no event shall Seller be liable for indirect, special, incidental or consequential damages, costs, expenses and attorney fees which Seller may incur or be obligated to pay as a result of any and all claims and demands, causes of action or judgments arising out of or relating to any use, modification, adaptation or enhancement of the goods purchased from Seller.

8. PATENT INFRINGEMENTS.
Seller makes no representations that any goods sold to Buyer are free of the rightful claim of any third person by way of patent, copyright, trademark or any claim arising from the assertion of intellectual property rights of any kind, and disclaims any warranty against infringement with respect to any such goods. Buyer agrees to look solely to the OCM or licensor of the goods with respect to any claim of infringement. Furthermore, Buyer, indemnifies and holds Seller harmless from any and all claims, costs, expenses and attorney fees which Seller may incur or be obligated to pay as a result of any and all claims and demands, causes of action or judgments arising out of or relating to any use, modification, adaptation or enhancement of the goods purchased from Seller.

9. INSURANCE.
Seller shall maintain throughout the performance of this agreement or any related Purchase Order, general third party liability insurance, product/goods liability insurance, worker’s compensation and automobile insurance having limits consistent with industry standards or statutory requirements and determined by Seller to be reasonable and necessary or as required by law. Seller does not name Buyer or Buyer’s Customers as additional insured or provide a “Waiver of Subrogation in favor of Buyer or Buyer’s Customer.”

10. INSTALLATION.
Buyer shall be solely responsible for the installation and operation of the goods covered hereby, including without limitation the obtaining of all permits, licenses or certificates required for the installation of such goods.

11. USE OF GOODS IN LIFE SUPPORT APPLICATIONS.
Goods sold by Seller are not authorized to be used in life support equipment or for any applications in which the failure of the goods could lead to personal injury, death or damage to property. Failure to adhere to this warranty is likely to cause personal injury or death. Any such use or sale of goods sold by Seller is at the sole risk of Buyer, and Buyer agrees to defend and defend Seller against and hold Seller harmless from all damages, costs, expenses, including without limitation attorney fees and costs relating to any claim, demand, cause of action, lawsuit or threatened lawsuit, or judgment arising out of such use or sale.

12. TECHNICAL INFORMATION AND DATA.
Any technical information or data offered by Seller in connection with the sale of goods is an accommodation to Buyer without charge and Buyer waives any claim against Seller and releases Seller from and any and all liability arising from Buyer’s reliance upon such technical information and data. Without Seller’s prior written consent, Buyer shall not transfer, duplicate or disclose to any third party any technical information or data offered by Seller in conjunction with the sale of goods to Buyer. Any use made of Seller’s classifications, whether it be ECNs 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 Buyer exports or re-exports the goods, Buyer, as the exporter of record, is responsible for determining the correct classification of the goods. In no event shall Seller be liable for any injury or damage to any person or property resulting from the sale of Buyer’s orders to any Seller.

13. SOFTWARE.
All computer software, if any, delivered by Seller to Buyer is licensed pursuant to separate licensing agreement or other arrangements, from the owner of the software or other third party directly to Buyer. Buyer acknowledges receipt of a separate agreement pursuant to which software delivered to Buyer is licensed. Buyer acknowledges that Seller is not a party to such license with respect to software supplied hereunder. Buyer agrees to look solely to the licensing party in connection with all maintenance, support, infringement, warranty and other claims relative to software delivered to Buyer hereunder.

14. DEFAULT.
In the event of any default by Buyer, Buyer shall pay all costs incurred by Seller in enforcing these Terms and Conditions, including without limitation, Seller’s actual costs of collecting any payments due Seller including attorneys’ fees. Under no circumstances shall any attorney’s fees, arbitration expenses, or other Remedies deemed to constitute a waiver of any other breach or default. In the event of default, Seller shall have all remedies provided under the Uniform Commercial Code which shall be cumulative with one another and with all other remedies which Buyer may have at law, in equity, under any agreement of any type or, without limitation, otherwise. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or any other remedy at any time. No action, regardless of form, arising out of, or in any way connected with, the goods furnished or services rendered by Seller, may be brought by Buyer more than one year after an alleged cause of action accrues.

15. INTEGRATION AND ASSIGNMENT.
This agreement sets forth the sole and entire agreement between Buyer and Seller with regard to the subject matter hereof and supersede any and all prior or contemporaneous oral or written agreements between them regarding the same. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and the construction intended.

16. BUYER’S TERMS AND CONDITIONS.
Buyer desires to provide its customers with prompt and efficient service. Accordingly, goods furnished and services rendered by Seller are sold subject to the terms and conditions stated herein. Any different, conflicting or additional terms or conditions expressed in Buyer’s purchase orders, invoice, confirmations or other buyer-generated documents (“Buyer Documents”) whether hereofore or hereafter are hereby expressly rejected by Seller. Seller’s different, conflicting or additional terms or conditions expressed in any Buyer Documents are hereby deemed to be material alterations of these Terms and Conditions and notice of objection to and rejection of such terms is hereby given. Seller’s performance of any contract for sale with Buyer is subject to the terms and conditions of Sale, unless otherwise specifically agreed in writing by Seller. In the absence of such agreement, commencement of performance and or delivery of goods shall be for Buyer’s convenience only.
and shall not be deemed or construed to be acceptance of terms and conditions expressed in any Buyer Documents. Buyer’s acceptance of goods or services from Seller shall be conclusively deemed acceptance of these Terms and Conditions of Sale.

18. EXPORT/IMPORT. Certain goods and related technology and documentation sold by Seller are subject to export control laws, regulations and orders of the United States, the European Union, and/or other countries ("Export Laws"). Buyer shall comply with such Export Laws and obtain any licenses, permits and authorizations required to transfer, sell, export, re-export or import all goods and related technology and documentation in full compliance with such Export Laws. Buyer will not export or re-export the goods and related technology and documentation to any country, region, or entity under sanction or embargoes administered by the United States, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State. Additionally, and in light of the sanctions imposed by the US government on various Venezuelan entities, Buyer agrees that it will not export or re-export the Goods and related technology to Venezuela. Buyer will not use the goods in relation to nuclear, biological or chemical weapons or missile systems capable of delivering same, or in the development of any weapons of mass destruction.

19. SPARES FOR AFTER AGREEMENT SUPPORT. Accepting this Order does not constitute a commitment upon Seller to provide goods for the life of the Buyer’s products or any integrated subsystem.

20. SECURITY INTEREST. Seller waives all and does not grant to Buyer any security interest ("Security Interest") in the materials, components, contracts, Intellectual Property, and all other property and any proceeds thereof that may be acquired or allocated by Seller for use in the acquisition, assembly, and manufacture of the Goods, in the completed Goods ("Secured Property") under any Purchase Order of Buyer.

21. COMPLIANCE WITH LAW. Buyer shall at all times comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and other requirements, including, without limitation, such governmental requirements applicable to environmental protection, health, safety, wages, hours, equal employment opportunity, nondiscrimination, anti-corruption and working conditions.

22. GOVERNMENT PRIME CONTRACTS. If this Order indicates that it is placed under a government contract, all Federal Laws and regulations relating to such contract shall apply and be in effect, including such portions of the Federal Acquisition Regulations ("FAR") or applicable supplement as may be relevant to this Order. If this Order is under a covered government contract, Seller certifies, to the best of its knowledge and belief, that neither Seller nor any of its principals are debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. Certain flow down FAR clauses or applicable supplements in an Order may not be applicable to specific Orders due to the dollar thresholds or other requirements as stated in the prescribed clause of the FAR or applicable supplemental flow downs. Clauses that are not applicable shall not be removed from an Order reference, and will be considered by all Parties to be without force and effect. For certain clauses, Buyer must provide applicable language describing the circumstances under which the clauses apply to the Order.

23. GENERAL. This agreement and performance by the parties hereunder shall be construed in accordance with the internal laws (excluding the laws relating to conflicts) of the State of Texas including the provisions of the Texas Uniform Commercial Code. The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods, 1980, or any successor thereto to this Agreement. All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provision or portion of this agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions hereof shall not be affected. The captions used herein are for the convenience of the parties only and shall not affect the instruction or interpretation hereof.

24. AFFIRMATIVE ACTION. As applicable, Seller shall abide by the requirements of 41 CFR 60–1.4(a), 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. YOU ARE HEREBY NOTIFIED that acceptance of this Agreement constitutes (1) your agreement to be bound by the requirements, regulations, and provisions contained within this paragraph, to the extent required by law, and (2) your consent to provide any required certification of same to Seller, at Seller’s request.