

Standard Terms and Conditions of Sale

1. TERMS CONTROLLING

These terms and conditions of sale (“Terms”) apply to all proposals, quotations, and offers (collectively “Quotations”) made by Interfacial Consultants LLC (“Seller”) for the sale of products (individually a “Product” and collectively the “Products”) to a purchaser (“Buyer”) as well as to all of Seller’s invoices and other procurement and shipment documents (“Invoices”) regarding any and all Products. Seller, upon acceptance of an order for Products placed by Buyer (“Order”), agrees to supply the Products specified in the Order to Buyer, under these Terms. Seller hereby rejects any additional or different provisions, including, but not limited to, those on Buyer’s Order, confirmation, or other documentation. Seller’s failure to object to provisions contained in any communication from Buyer differing from these Terms shall not be deemed an acceptance of such provisions or a waiver of these Terms. If, and to the extent that, these Terms conflict with any provisions affixed to any Order, confirmation, purchase, or procurement documentation issued by Buyer, these Terms shall prevail regardless of whether Buyer accepts these Terms by a written acknowledgement, or by implication, or by acceptance and payment for Products, or otherwise. EACH OF SELLER’S QUOTATIONS AND INVOICES ARE EXPRESSLY MADE CONDITIONAL ON BUYER’S ASSENT TO THESE TERMS AND AGREEMENT THAT THESE TERMS REPRESENT THE SOLE AND EXCLUSIVE TERMS AND CONDITIONS UPON WHICH SELLER AGREES TO SELL PRODUCTS TO BUYER. Any changes in these Terms must be agreed to specifically and in writing signed by Seller’s duly authorized representative before becoming binding on Seller.

2. PAYMENT AND DELIVERY TERMS

a. Prices for the Products are as specified on Seller’s Quotation, or as otherwise agreed in writing. All prices are in USD and firm for 30 days from the Quotation date. Thereafter, prices are subject to change, and Buyer should inquire about the validity of the Quotation and request written confirmation or revision. Unless expressly stated otherwise in a Quotation, Seller’s price for Products sold more than 30 days after the Quotation date are subject to change. All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller’s control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Further, prices payable by the Buyer shall be subject to immediate increase, should the Seller as a result of governmental action or regulation including, without limitation, those contemplated by an investigation under Section 232 of the Trade Expansion Act of 1962 (19 U.S.C. §1862), incur additional duties, tariffs or restrictions on products sold hereunder, or on the raw materials that are used in making such products.

b. Payment terms are as quoted by Seller, specified in the Invoice, or as otherwise agreed to by the parties in writing. Buyer may not deduct, counterclaim, or set off against the price of any Products, or against any other amount owing under any Invoices, or any claim or alleged claim arising under these Terms or with respect to any other transaction with Seller. The maximum interest rate permitted by applicable law for payment for the Products shall be due and paid by Buyer for each month payment is overdue. Seller may

suspend or terminate delivery if Buyer is in arrears with payment. Buyer shall be liable for all costs of collection, suit, and reasonable attorney fees. Seller may at any time suspend or terminate Buyer's open account credit without advance notice.

c. If a shipping/delivery date is specified by Seller, that date reflects Seller's best estimate of the probable time required for completion of an Order based on Seller's then-current capacity and scheduling. Seller shall use reasonable efforts to meet such shipping date but shall have no liability if Seller is unable to do so despite such reasonable efforts. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be "Ex-works" Seller's premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste.

d. Products shall be packaged and labeled in accordance with standard labeling of Seller. Identification of all packages shall be with the standard labels of Seller and with Seller's part number. Buyer shall be charged an additional amount for special packaging or labeling.

e. Buyer grants Seller a purchase money security interest in Products located in the United States, or Services, as well as any proceeds, for the purpose of securing the obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and notify Buyer's creditors of Seller's security interest.

3. TAXES

Prices are exclusive of any other amount including, without limitation, fees for export, customs duties, tariffs, special packaging, transportation, insurance, and all federal, state, and local charges, fees, and excise, sales, use, and other taxes. Any such amount in connection with the transaction between Seller and Buyer shall be paid by Buyer in addition to the Product price. To obtain a tax exemption certificate (resale certificate), Buyer shall provide Seller with a valid written form of exemption or signed Order marked "For Resale."

4. CANCELLATION BY BUYER

a. If Buyer cancels shipment of any Order or a portion of any Order or reschedules, without prior agreement by Seller, any Order or a portion thereof, 100% of the Invoice charges shall apply and be assessed against Buyer for that Order unless otherwise agreed in writing by Seller's duly authorized representative.

b. If Buyer fails, with or without cause, to furnish Seller with instructions for, or refuses to accept deliveries of, any of the Products sold under these Terms, or is otherwise in default under or repudiates all or any part of these Terms or any other agreement with Seller, or advises Seller that it will default in the performance of any of its obligations, or fails to pay when due any Invoice or any other agreement with Seller, or if any action is started by or

against Buyer seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Buyer, then, in addition to any and all remedies allowed by law, Seller, without notice may: (1) bill and declare due and payable all undelivered Products; (2) cease performance of its obligations and defer shipment until such default, breach, or repudiation is removed; (3) cancel any undelivered portions of the Products with Buyer in whole or in part; and/or (4) recover Products in transit or delivered, retrieve delivered Products, repossess all Products which may be stored by Seller for Buyer's account, and otherwise enforce its remedies for Buyer's default. Buyer shall remain liable for all damages, losses, and liabilities Seller suffers or incurs in any such circumstances. Seller shall be awarded incidental damages including, without limitation, reasonable profits and costs such as actual attorney fees in any proceeding to enforce its remedies in which it obtains relief for damages or injunctive relief. All rights granted to Seller in these Terms and by law are cumulative, provided Seller shall be entitled to only a single full recovery.

5. ACCEPTANCE

Products are deemed accepted by Buyer unless Buyer notifies Seller in writing of Product shortages, damages, or defects within 10 days of delivery of each shipment as evidenced by signed waybill, bill of lading, or receipt by Buyer's employee or agent. Buyer's failure to notify Seller in writing of nonconforming Products within such period shall be deemed an unqualified acceptance.

6. RETURNS

No return from Buyer of Products will be accepted without Buyer first obtaining a Return Material Authorization ("RMA") issued by Seller. Seller may, at its sole discretion, refuse to issue an RMA and if Seller chooses to take back the Products, Seller may require Buyer to pay a restocking fee.

7. MANUFACTURER WARRANTY; LIMITATION OF WARRANTY; REMEDIES FOR BREACH OF WARRANTY

a. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of the Products which, if properly used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE), EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED BY OR ON BEHALF OF BUYER. Use of Buyer's part number on any Quotation or Order or on any Products is for convenience only and does not constitute any representation by Seller about the performance specifications or fitness of any part for any purpose. Products are not intended for and should not be used in life support systems, human implantation, nuclear facilities or

systems, or any other application in which product failure could lead to loss of life or catastrophic property damage.

b. Manufacturer's warranty (i) is conditioned upon maintenance, and normal use of the Product in conformity with instructions furnished by Seller and the manufacturer, if any, and (ii) shall not apply to any Products which have been subject to misuse including, without limitation, neglect, accidents, improper assembly, improper storage, modification, or which have been soldered repeatedly which, in the judgment of Seller or manufacturer, adversely affects the condition or operation of the Products. Manufacturer's warranty shall not cover defects arising from any design which does not adhere to accepted industry design rules or artwork, either received or generated by Seller, which are found to be incorrect due to incompleteness, incorrect revision level, ambiguity, or any other reason. Seller does not warrant that the Products or their manufacture are compliant with any industry standards, guidelines, or procedures, or with the requirements of any safety or environmental code or regulation of any federal, state, municipality, or other jurisdiction unless otherwise specifically provided in the Quotation. Any manufacturer's Product warranty is intended solely for the benefit of Buyer. All claims thereunder shall be made by Buyer and may not be made by or on behalf of Buyer's customers or any third parties. Buyer shall not extend to its customers, on behalf of Seller or manufacturer, any Product warranty that is different from the manufacturer's Product warranty.

c. Buyer's exclusive remedy, if any, under this warranty is limited, at Seller's sole election, to any one of: (1) refund of Buyer's purchase price for Products found to be defective; (2) repair by manufacturer of any Products found to be defective; or (3) replacement of any Product found to be defective, provided that (i) Seller receives written notice within 10 days of Buyer's receipt of such Products with an explanation of such alleged defect; (ii) after Seller's written authorization to do so under a RMA, Buyer returns the nonconforming Product per Seller's instructions, freight prepaid; and (iii) Seller's examination of such Products discloses to Seller's satisfaction that such Products fail to conform to the manufacturer's warranty, if any. Seller shall not be liable under the foregoing exclusive remedy for any value-added costs such as component costs, assembly, and/or testing.

8. LIMITATION OF WARRANTY; LIMITS OF LIABILITY; INDEMNIFICATION

a. THE LIMITED MANUFACTURER WARRANTY AND BUYER'S REMEDIES SET FORTH IN SECTION 7 ARE EXCLUSIVE AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES BY SELLER OR BY THE PRODUCT MANUFACTURER EXPRESS OR IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, OR TRADE USAGE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. SELLER SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES. NOTWITHSTANDING ANYTHING SET FORTH IN THESE TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER HAVE ANY RESPONSIBILITY OR OBLIGATION TO BUYER OR ANY THIRD PARTY FOR ANY LOSS, LIABILITY, CLAIMS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES, COSTS, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, BUSINESS LOSSES, OVERHEAD,

PERSONAL PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) (COLLECTIVELY, "CLAIMS/DAMAGES") CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY (1) THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, OR (2) ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER COVERED BY ANY WARRANTY), OR (3) THE USE OR PERFORMANCE OF ANY PRODUCTS, OR (4) THE SALE OF PRODUCTS BY SELLER TO BUYER, OR THE RESALE, INSTALLATION, OR USE THEREOF. SELLER'S AGGREGATE LIABILITY FOR ANY SUCH DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR ANY PRODUCTS SOLD UNDER THESE TERMS SHALL IN NO EVENT EXCEED THE AMOUNT BUYER PAID FOR THE PRODUCT(S) GIVING RISE TO THE DAMAGES. Buyer hereby waives any claims, causes of action, or theories of liability including, but not limited to, those arising under contract, tort, or otherwise. Buyer further waives any right of implied contractual or common law indemnity against Seller for any claim, including, but not limited to, liability for Claims/Damages to any person or property arising out of the use of Products sold to Buyer under these Terms.

b. Any proceeding by the Buyer for breach of these Terms or any other right against Seller arising from or in connection with payment by Buyer cannot be filed or maintained unless: (1) it is commenced within 1 year after the cause for action has accrued; (2) Buyer has given timely written notice to Seller of its claim as provided herein; and (3) Buyer deposits any unpaid portion of the purchase price for Products with the tribunal pending final adjudication. An action shall accrue no later than the date of shipment of the Products. Buyer shall be deemed to have waived any discrepancy in Seller's pricing or other charges unless Buyer notifies Seller thereof, in writing, within 60 days from the Invoice date on which such disputed transaction is reflected.

c. To the fullest extent permitted by law, Buyer shall indemnify, defend (with legal counsel approved by Seller, such approval not to be unreasonably withheld), protect and hold harmless Seller, and Seller's parent, subsidiary, and affiliate companies, and each of its respective officers, directors, members, employees, consultants, agents, successors, and assigns acting within the scope of their authority (collectively, "Indemnified Parties"), and each of them from and against any and all actual and threatened claims, demands, causes of action, liabilities, whether absolute or accrued, contingent or otherwise, judgments, settlements, losses, costs, damages, and/or expenses in law or equity, contract, tort, or otherwise (including, without limitation, attorney fees, professional, expert or consultant fees, investigative costs, and costs of appeal and enforcement of this provision) of every kind and nature ("Claims") made against one or more Indemnified Parties by any third party (including action by a government authority) if the Claims are asserted against, imposed upon, or incurred by any Indemnified Party, directly or indirectly, by reason of, or resulting from, or relating to: (1) a failure or alleged failure of Buyer (and anyone for whose acts Buyer may be liable) to comply with any applicable laws concerning the performance of its obligations under these Terms; and/or (2) the use, sale, or resale of Products; and/or (3) personal injury, bodily injury, or death and defects in or damage to property of any kind whatsoever; and/or (4) claims of unfair competition or infringement or contributory infringement of any intellectual property rights, including, without limitation, patents, trademarks, or copyrights, related to Products sold hereunder arising from: (i) Seller's compliance with Buyer's designs, specifications, or instructions; and/or (ii) use of any Product in combination with

products not supplied by Seller; and/or (iii) use of any Product in connection with a manufacturing or other process; and/or (5) the use, storage, sale, processing, or other disposition of the Products, supplies, or materials used in connection with the Products, or parts manufactured with the Products if (i) the action or inaction of Buyer or its employees, customers, or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller, and/or (ii) the claim asserted is inconsistent with the limitation of warranties, limitation of liability, and/or limitation of remedies provisions set forth in these Terms.

d. In addition to Buyer's obligation to indemnify Seller and the other Indemnified Parties, Buyer specifically acknowledges and agrees that Buyer has an immediate and independent obligation to defend Seller and the other Indemnified Parties from any Claim which actually or potentially falls within the scope of this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises when such Claim is tendered to Buyer by Seller and continues at all times thereafter.

9. TRADEMARKS

Buyer hereby acknowledges that Seller's trademarks or any other trademarks applied to the Products or used by Seller in connection with the Products or other products similar thereto are the sole and exclusive property of Seller. Buyer may use Seller's trademarks, trade names, and logos only in connection with activity undertaken as part of Buyer's performance under these Terms.

10. CONFIDENTIAL INFORMATION

No information shall be deemed to be given or received in confidence by either party unless and only if it is covered by a separate written agreement.

11. INSTALLATION AND TECHNICAL ADVICE AND DATA

Buyer is solely responsible for the use and operation of Products sold hereunder, including, without limitation, obtaining all permits, licenses, or certificates required for the installation or use thereof. Any technical advice offered or given in connection with the use of any Products is solely an accommodation to Buyer, and Seller disclaims any warranty and is not liable or responsible for the content or use of that advice. Without Seller's prior written consent, Buyer shall not use, duplicate, or disclose any technical data disclosed to Buyer for any purpose other than for installing, operating, maintaining, or using the Products. Buyer acknowledges and agrees it has not relied on the skill or judgment of Seller in connection with any and all uses, installations, selections, and/or operation of the Products.

12. FORCE MAJEURE

Neither party shall be responsible for its complete or partial failure to perform, or for delay in performance of, a Quotation or Order due to acts of God, nature, hazardous weather conditions (actual or forecasted), wars (declared or undeclared), fires, riots or other hostilities, civil disorder, the imposition of governmental law, ordinances, rules, regulations, directives, and actions or omissions to act (valid and invalid), epidemic, sabotage, accidents, labor disputes, unavailability of suitable and sufficient labor,

materials, capacity, or technical or yield failures, and any other event beyond its control. The anticipated Product delivery date shall be deemed extended for a period equal to the time lost due to any delay excusable under this provision. Seller shall also have the right, to the extent necessary in Seller's reasonable judgment, to apportion fairly, among itself and its various customers in such manner as Seller may consider equitable, Products then available for delivery. This Section shall be effective even as to circumstances existing at the time of Quotation or as of the date of the parties' agreement with respect to purchase of the Products by Buyer.

13. ASSIGNMENT

Buyer shall not (whether by operation of law, merger, acquisition, or otherwise) assign, transfer, or delegate Seller's Quotation, Invoice, or any obligations thereunder. Any purported assignment, transfer, or delegation without Seller's written consent shall be void and constitute a material breach by Buyer.

14. SUCCESSORS

These Terms shall be binding on, and inure to the benefit of, the parties and to their successors and permitted assigns.

15. COMPLIANCE WITH LAWS, ETHICAL PRACTICES

Buyer hereby certifies and warrants on its own behalf as well as on behalf of any person or entity under its direction or control, including any party with which it has contractual relations ("Buyer" as referred to in this Section 15), that it shall comply with all applicable governmental laws, regulations, and orders in the purchase and resale of any Product sold hereunder. Buyer will not export or re-export such Product except in full compliance with all applicable laws and regulations. Buyer acknowledges that it is solely responsible for complying with all U.S. Export Administration laws, rules, and regulations. Buyer certifies that it is not on the U.S. Commerce Department's Denied Party or Entity List or the Unverified Parties List and agrees that it will not sell or distribute any Product sold hereunder to any party on such lists. Buyer warrants that in performing its obligations under these Terms, it will not take any action rendering Seller liable for violation of the United States Foreign Corrupt Practices Act, which prohibits offering, giving, or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party, or instrumentality of these organizations, to assist it or Seller in obtaining or retaining business.

16. MISCELLANEOUS

a. These Terms (together with the Quotations and Invoices, both of which are hereby incorporated by reference) constitute the entire agreement between the parties and supersedes all prior agreements and understandings between them relating to the subject matter thereunder.

b. No waiver by Seller of any provision of these Terms shall be effective unless made in writing. Waiver by, or failure of, Seller to exercise in any respect any right provided for herein shall not be later deemed a waiver nor prevent Seller from strictly enforcing any right hereunder at a later time. No waiver by Seller of any breach of any provision of these

Terms shall constitute a waiver of any subsequent breach of the same or of any other provision of these Terms.

c. The laws of the state of Seller's office processing Buyer's Order for shipment as shown on the Quotation, Invoice, and/or other Seller-issued document, without reference to its conflict of laws principles, govern these Terms and all transactions contemplated by it, as well as all matters arising out of or relating to it. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

d. The arbitration provisions of this Section 16 will be governed by the United States Federal Arbitration Act. At Seller's option, exercised by written notice any time within 30 days following the service of process in a legal action, any dispute regarding the Products, any Quotations or Invoices or their validity, any of these Terms, or any other matter between the parties (other than requests for injunctive relief) will be resolved exclusively by binding arbitration, conducted in the English language, as follows: (1) the arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) and under Rules 26 through 37 of the U.S. Federal Rules of Civil Procedure, in a location agreed by the parties; (2) if the parties cannot agree on a location within 30 days of either party's request for arbitration, the arbitration will be conducted in the county and state of Seller's office processing the Order for shipment; and (3) the arbitrator will be selected from an AAA list using the AAA-recommended selection method. Each party will bear equally the costs and expenses of AAA and the arbitrator, and each party will bear its own costs and expenses — provided, however, (i) that the failure by one party to pay its share of the arbitration fees constitutes a waiver of such party's claim or defense in the arbitration, and (ii) that the arbitrator may award attorney fees and costs to the substantially prevailing party. In no event shall a party be awarded punitive or exemplary damages. All arbitration proceedings shall be confidential, except if, and to the extent, disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. The arbitration award shall be final and binding upon the parties and enforceable in any court of competent jurisdiction.

e. Section headings are for convenience only and shall not be considered in the interpretation of these Terms.

f. If any provision of these Terms is to any extent illegal, otherwise invalid, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity or unenforceability. All other provisions hereof shall remain in full force and effect. If permitted and possible, the invalid or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such provision.

g. Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.

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Last updated 20 May 2020