

## Chromeon Terms and Conditions.

All orders placed with Chromeon and its divisions, subsidiaries and affiliates are subject to the terms of this Agreement, including the following Terms and Conditions of Sale or ("Conditions"). Any purported change submitted by a Customer or ("Buyer") in any additional documentation is hereby expressly rejected. Preprinted terms and conditions on any document of the Buyer (for example: Order confirmations) and/or Chromeon failure to object to conflicting or additional terms will not change or add to the terms of this Agreement. By acceptance of this Sales Order, Buyer hereby accepts all of the Sales Order Terms and Conditions. To the extent that any provision of this Agreement conflicts with any term or condition set forth in any prior or subsequent documentation, the provisions of this Agreement shall supersede and control. Orders placed on forms deviating from these terms and conditions may be accepted, but solely on the basis that the terms of this Agreement will prevail and such terms will be the sole terms governing the order. Any violation of these terms and conditions will result in future business being terminated.

1. Order Validation and Acceptance. Buyer is responsible for the accuracy of its order, any Buyer's specification and for supplying any relevant information within sufficient time to enable Chromeon to deliver the products. Order acceptance is expressly tied to the Terms and Conditions contained in the Sales Order, and in no event shall any of the Terms and Conditions contained in the Buyer's acceptance, whether by acknowledgement or otherwise, become part of the Sales Order. When you place an order with Chromeon, we may verify your method of payment, shipping address and/or tax-exempt identification number (if any) before processing your order. Your placement of an order with Chromeon is an acceptance of the terms contained in this Agreement. Chromeon may complete your order by processing your payment and shipping the Product. Buyer acknowledges that Chromeon may process Buyer's method of payment prior to shipping product for verification of funds. Chromeon may also, at its discretion, reject your order and decline to complete any part of it. If we decline to complete your order, we will attempt to notify you using the email address or other contact information you have provided with your order. No order shall be considered completed until the Product has been shipped.

2. Product Information & Pricing. Chromeon makes every effort to provide current and accurate information relating to Products and prices, but does not guarantee the currency or accuracy of any such information. Chromeon makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION. Any typographical or other error or omission in any sales literature, pricing, invoice or quote is subject to correction without any liability on Chromeon's part. Chromeon recommends Buyer validate any product information before using or acting on such information. All product information is subject to change without notice, and Chromeon is not responsible for typographical or other errors or omissions in product information. Chromeon reserves the right to make changes to the specifications of any product and/or service supplied which are required to conform with any applicable safety, statutory, or EC requirements or result from any change in manufacturer's product specification which do not materially affect quality or performance. Prices and availability may be subject to change at any time prior to Chromeon's completion of your order. Quotations, unless otherwise stated, are valid on day of issue only, and Chromeon may change them without notice. Pricing for undelivered product may be increased in the event of any increase in Chromeon's costs, change in market conditions or any other causes beyond Chromeon's reasonable control. Prices are for products only and do not include taxes, shipping charges, freight, duties, and

other charges or fees, such as fees for special packaging and labeling of the products, permits, certificates, customs declarations and registration. Unless otherwise stated on Chromeon's proposal, quote or invoice, Buyer is responsible for any and all additional fees. Products are sold on an "as-is" and "as available" basis. In the event we discover a material error in the description, availability or pricing of a product in your order, we will notify you immediately with options to remedy the issue. Chromeon reserves the right to allocate the sale of products among its Buyers.

**3. Use of Product.** Buyer acknowledges that Chromeon acts solely as a distributor of electronic products and that the Buyer is exclusively responsible for detailing the specification of all products, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or serious property damage. If Buyer uses or sells the products for use in any such applications or fails to comply with the manufacturer's product specifications, Buyer acknowledges that such use, sale, or noncompliance is at Buyer's sole risk. Buyer shall indemnify Chromeon against any and all claims that result from or arise in connection with products supplied by Chromeon and used in the Buyer's product or in combination with other products. Buyer will indemnify Chromeon against all liabilities for infringement of third party intellectual property rights arising from our compliance with the Buyer's specific requirements regarding design or specification for the goods or arising from the use of the goods in combination with other products.

**4. Technical Assistance or Advice.** Buyer acknowledges that any technical assistance or advice offered by Chromeon in connection with Buyer's purchases is given free of charge and as an accommodation to Buyer. Chromeon shall not be held liable for the content or Buyer's use of such technical assistance or advice, nor shall any statement made by any of Chromeon's representatives in connection with the products or services constitute a representation or warranty, express or implied. Chromeon's employees or agents are not authorized to make any representations regarding any products or services unless confirmed by Chromeon in writing and signed by an authorized manager. Buyer acknowledges that it does not rely on any such representations that are not so confirmed.

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**5. Terms of Payment.** Payment of the total invoice amount, without offset or deduction, is due as stated on Chromeon's invoice. For each month in which any portion of your charges are not paid by the due date on your invoice, we may charge you a late payment fee or interest on those unpaid balances equal to the maximum amount or interest rate, respectively, allowed by law. If we use a collection agency or initiate any legal action to recover amounts due, you agree to pay all such costs and expenses associated with such collections efforts, including attorneys' fees. At any time, Chromeon may change the terms of Buyer's credit, require financial data from Buyer for verification of Buyer's creditworthiness, require a bank guarantee or other security, or suspend any outstanding orders from the Buyer. Chromeon may apply payments to any of the Buyer's outstanding accounts. If Buyer defaults on any payment under this Agreement, Chromeon may reschedule or cancel any outstanding delivery and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, any credit issued by Chromeon to Buyer in respect of any of Buyer's accounts will expire if unused for twelve (12) months following the date of issuance of such credit.

**6. Delivery.** Chromeon will make every attempt to provide for prompt delivery of purchased products in accordance with order requirements. Buyer acknowledges that delivery and/or shipment dates provided in connection with any order are estimates only and do not represent fixed or guaranteed delivery dates. Chromeon reserves the right to make partial deliveries and Buyer will accept delivery and pay for the Products delivered. A

delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

**7. Acceptance of Product.** Buyer must notify Chromeon in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy ("Visual Defect") within five business days after receipt of the shipment; otherwise, Buyer is deemed to have accepted the products and may not revoke acceptance. If the Buyer fails to give such notice, the goods will be considered accepted in all respects and the Buyer must pay for them accordingly. Use of any portion of the order after delivery constitutes approval and acceptance of the order by Buyer.

**8. Returns and Refunds.** All returns require review and prior written approval from Chromeon. A return request is not valid until Chromeon has issued a written returned merchandise authorization (RMA) and an RMA number to the Buyer. For approved returned merchandise authorizations, Chromeon will accept returned products and refund Buyer's purchase price if, and only if, all of the following conditions are met: i. Purchased products are returned to Chromeon within fifteen (15) calendar days of the date such products were approved in writing for return and received an RMA number; and ii. Products are returned to Chromeon unused and in their original packaging, condition, form, fit and function. Any alteration to product or product packaging automatically constitutes acceptance of the goods and voids any Buyer remedies under this policy provision. Chromeon will only authorize an RMA if the defect is created solely by Chromeon or the original manufacturer, and only if Buyer meets the notice and use requirement. Chromeon will not grant RMAs for damage, shortage, or other discrepancy created by Buyer, the carrier or freight provider, or any other third party. Buyer's recovery from Chromeon for any claim shall not exceed the purchase price paid by Buyer for the goods, irrespective of the nature of the claim. Buyer must return all products, freight prepaid, as detailed in the RMA and pay any restocking charges.

**9. Warranty.** Buyer acknowledges that Chromeon is an independent distributor of electronic components and is not the manufacturer of the products. To the extent legally and contractually permitted, Chromeon will pass through to Buyer any transferable product warranties, indemnities, and remedies provided to Chromeon by the manufacturer. If required by law, Chromeon warrants that at the time of delivery, products will conform to the specifications stated by the manufacturer in its published data sheet for the Products. All warranty claims for non-conformance to manufacturer's specifications are valid for up to 12 months after delivery acceptance of the products and covers normal use only. Chromeon's pass-through limited warranties are order specific. Purchasing additional parts or products from Chromeon does not extend this limited warranty period for previously covered components. The coverage period for used/refurbished Products may vary based on the specification sheet and/or sales invoice. Chromeon DOES NOT warrant and is not responsible for: 1. DAMAGE CAUSED BY FAILURE TO PROVIDE A SUITABLE INSTALLATION OR OPERATING ENVIRONMENT FOR THE PRODUCT AND/OR ACCESSORIES; 2. DAMAGE DURING SHIPMENT; 3. DAMAGE CAUSED BY IMPACT WITH OTHER OBJECTS, DROPPING, FALLS, SPILLED LIQUIDS, OR IMMERSION IN LIQUIDS; 4. DAMAGE CAUSED BY THE USE OF THE PRODUCT FOR PURPOSES OTHER THAN THOSE FOR WHICH THEY ARE CUSTOMARILY USED; 5. DAMAGE CAUSED BY A POWER SURGE OR A DISASTER SUCH AS FIRE, FLOOD, WIND, EARTHQUAKE, OR LIGHTNING; 6. DAMAGE CAUSED BY ANY OTHER ABUSE, MISUSE, MISHANDLING, OR MISAPPLICATION; 7. DAMAGE FROM IMPROPER INSTALLATION OR MAINTENANCE; 8. DAMAGE CAUSED BY PROGRAMS, DATA, VIRUSES, OR OTHER FILES OR COMPONENTS. A request to reject products during the warranty period is not valid until Chromeon has been allowed to investigate the matter and has issued a written authorization and RMA number for the Buyer's return. For approved returned merchandise authorizations, Chromeon will accept returned products and refund Buyer's purchase price if, and only if, all of the following conditions are met: i. Products are returned to Chromeon within fifteen (15) calendar days of the date such

products were approved for return by Chromeon; ii. Products are returned to Chromeon accompanied by a failure report in the English language from a credible independent testing facility certifying the problem with the products' form, fit or function; and iii. Products are returned to Chromeon in their original packaging, condition, form, fit and function. OPS-F07 (Rev. 1) Printed versions of this document are considered UNCONTROLLED unless stamped. See Management System Rep for CONTROLLED version. Page 3 of 4 Chromeon will only issue an RMA if the defect is created solely by Chromeon or the original manufacturer, and only if Buyer meets the notice requirement. Chromeon will not grant RMAs for damage, shortage, or other discrepancy created by Buyer, the carrier or freight provider, or any other third party. Buyer's sole remedies under this provision are at Chromeon's discretion, to: (i) repair the products; (ii) replace the products at no cost to Buyer; or (iii) refund Buyer the purchase price of the products. Any replacement parts or products provided to the Buyer will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the remainder of the original warranty. Buyer must return all Products, freight prepaid, as detailed in the RMA and pay any restocking charges. At Chromeon's discretion, Chromeon will return all Products not eligible for return to Buyer, freight collect, or hold Product for Buyer's account at Buyer's expense. 10. Limited Liability. Chromeon's liability to Buyer is limited to Buyer's direct damages up to an amount not exceeding the price of the product at issue. In no event shall Chromeon be liable to you or to any third party for any damages arising in the fulfillment of this order. To the extent permitted by law, neither Chromeon nor its employees or agents are liable for, and Buyer is not entitled to, any indirect, special, incidental or consequential damages (e.g., loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of business). Buyer assumes all liability for, and shall hold Chromeon harmless against, any and all claims, demands, damages, costs, loss or expense imposed on Buyer from any source in fulfillment of this order. Chromeon shall not be liable for its inability to secure sufficient quantities of any products or liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (e.g., acts of nature, acts or omissions of Buyer, operational disruptions, manmade or natural disasters, epidemic medical crises, materials or product shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor, materials or products through regular sources). Chromeon hereby disclaims all responsibility for delays of carrier, loss or damage to goods in transit, or any loss after shipment has been received by carrier in good order. 11. Electronic Orders. If any part of the purchase and sale of products is processed using electronic means, email or third party electronic systems, these Conditions will continue to apply to the purchase and sale of the products. Buyer's acceptance of order using electronic means is binding, and buyer agrees that electronic signatures may be used and will be legally valid, effective, and enforceable. 12. Export/Import. Certain products, related technology and documentation are subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries. Buyer will not directly or indirectly export or redirect any products and other related technology and documentation to any third party or country where such export or transmission is restricted or forbidden. Buyer agrees it is their sole responsibility to obtain any license to export, re-export, or import as may be required. 13. Credit Card Payments. Credit card payments will incur a 3.5% credit card processing fee. 14. Cancellation Policy: All orders are strictly NON-CANCELABLE AND NONRETURNABLE (NCNR) unless goods are materially defective. No oral or written information or advice given by Chromeon, its associates, agents or employees shall create a warranty or in any way increase the scope of any limited warranty if applicable. 15. Default. If the Buyer makes default in any payment or is otherwise in breach of any of these terms, or if (being an individual) he commits an act of

bankruptcy or has a receiving order made against him or (being a Company) enters into bankruptcy or liquidation (whether compulsory or voluntary) or has a receiver or manager appointed of the whole or any part of its business or undertaking, or if distress or execution is levied or threatened upon any of the Buyer's property, then in any such case (and without prejudice to any other rights Chromeon may have): (i) we shall be entitled to repossess and re-sell goods delivered to the Buyer and not paid for in full and for that purpose to enter upon the property in which they are situated. (ii) we shall be entitled to suspend all further deliveries to the Buyer until the default is made good or to refuse to deliver any further goods to the Buyer and to re-sell any further goods ordered by the Buyer whether they are the balance of any order or the whole part of a further order. (iii) the Buyer shall in any event be liable to make good to us our loss or profit on all such goods and all costs and expenses of repossession, storage, insurance and sale and to pay to us interest as provided above until actual payment. In the event of the Buyer's insolvency we shall be entitled (in addition to any lien arising by law) to a general lien on all the Buyer's goods in our possession (although the same or some of them have been paid for) for any money due in respect of such goods or in respect of any general or particular balance or other money due from the Buyer to us, whether under the same or any other order.

16. Entire Agreement. These Conditions and the price, quantity and Product details in Chromeon's invoice for the relevant Products/Services shall constitute the entire agreement between the parties with respect to the supply of such Products or Services; and may not be rescinded or terminated by Buyer unless provided herein. The provisions of the entire agreement supersede all prior oral and written quotations, agreements, and understandings of the parties with respect to the subject matter thereof. Chromeon may amend these Conditions by giving notice in writing to the Buyer. If any provision of these Conditions is held to be invalid or unenforceable by any court having competent jurisdiction, this shall be treated as severable, and it shall not affect the validity and enforceability of the remaining Conditions, which shall remain in full force and effect. The Buyer OPS-F07 (Rev. 1) Printed versions of this document are considered UNCONTROLLED unless stamped. See Management System Rep for CONTROLLED version. Page 4 of 4 shall not assign or transfer any of Buyer's rights or obligations under the contract between Buyer and Chromeon unless otherwise agreed by Chromeon in writing. This Agreement can only be modified in writing and when signed by authorized representatives of both Chromeon and the Buyer. Buyer may not assign this Agreement without the prior written consent of Chromeon, and this Agreement is binding on all successors and assigns.

17. Governing Law and Venue: Buyer acknowledges that this Agreement was entered into at arms length and that it was not fraudulently induced to enter into this Agreement, in whole or any part, and Buyer explicitly disclaims and waives any claim with respect thereto. Any action, suit, arbitration, or other proceedings arising out of, or related to, this agreement shall be governed by the laws of the State of Texas. Buyer irrevocably consents to the jurisdiction of the state and federal courts covering the state or county in which, at the time of such action, Chromeon maintains a place of business.

18. Arbitration. For Buyer's with principal operations outside the United States, Canada and Mexico, in the event of a dispute arising in any way out of this agreement, the parties agree to resolve their dispute solely through binding arbitration in accordance with the then current rules of the American Arbitration Association. This provision applies to any and all claims against any officers, directors, agents, and employees of Chromeon. To the fullest extent permitted by applicable law, no arbitration under these Terms and Conditions will be joined to an arbitration.