Customer Purchase Order Terms and Conditions

The sale of products and services ("Products") by Heilind Electronics, Inc. and its divisions and subsidiaries ("Heilind") are subject to these terms and conditions ("Agreement") regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication ("Order"). Preprinted terms and conditions on any document of customer ("Customer") (for example: Orders or confirmations) and/or Heilind's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

Acceptance

These Standard Terms and Conditions, together with the terms of any quotation from Heilind, constitute the entirety of terms and conditions concerning any such orders or purchases between Heilind and you (sometimes "Buyer"). Heilind's willingness to conduct any such transaction is expressly conditioned on the purchaser accepting Heilind's Standard Terms and Conditions. By placing an order or accepting shipment of goods, the purchaser confirms that they have reviewed Heilind's Standard Terms and Conditions, and acknowledges and agrees (1) that Heilind's entry into this transaction is conditioned on the purchaser's acceptance of the Heilind Standard Terms and Conditions, (2) that Heilind's Standard Terms and Conditions will control in the event they conflict with any terms or conditions contained in any purchase order, request for quotation, or other communication from the purchaser, and (3) that any failure by Heilind to object to conflicting or additional terms will not change or add to Heilind's Standard Terms and Conditions.

Price

Price and availability of products offered by Heilind are subject to change without prior notice. All listed prices are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments and you agree to bear and be responsible for the payment of all such charges, excluding taxes based upon Heilind' net income. All amounts due will be grossed-up for any withholding taxes imposed by any foreign government.

Terms of Payment

Payment terms are net 30 days from the date of Heilind’s invoice or as otherwise specified by Heilind. All payments will be made (a) in United States dollars; and (b) in full without set-off or counterclaim, and without deduction for exchange, collection, taxes or other fees that may be imposed by any government or any other charges. If you fail to timely make payment hereunder, Heilind may defer shipments or otherwise suspend the sale of any products until all overdue payments are received. All amounts due hereunder will accrue interest from the first day following the due date until paid in full at a rate equal to the lesser of the highest rate legally permitted in the jurisdiction in which you are located or 1.5% per month. Payment of interest will not foreclose any other right that Heilind may have as a consequence of late payment. If Heilind is required to take legal action to collect unpaid amounts, and Heilind is successful in such action, you will reimburse all costs and reasonable attorneys’ fees incurred by Heilind in such collection.

Purchase Orders

No order will be binding upon Heilind until it is accepted in writing (which may include electronic transmissions) by Heilind. Any change to a purchase order must be in the form of a written or electronic communication acceptable to Heilind. Any purchase documents provided by you containing any standard printed terms of purchase/sale will be for administrative purposes only, and such standard printed terms of purchase/sale will be of no force or effect. All Orders including, but not limited to, Electronic Purchase Orders, for products identified by Heilind as non-standard or "NCNR", are non-cancelable, non-returnable. Heilind may identify products as non-standard or "NCNR" by various means including, but not limited to, quotes, scope of services, products lists, attachments or exhibits.

No accepted orders may be changed, cancelled, or rescheduled without Heilind' written consent (which may include electronic transmissions), which may be given or withheld by Heilind in its sole discretion. Upon cancellation of any purchase order, you must pay Heilind for any products or components thereof ordered pursuant to such purchase order which Heilind is not able to cancel or return (in each case without payment or liability) to the applicable product manufacturer. Notwithstanding anything to the contrary herein, NCNR Products are non-cancelable and non-returnable as discussed in the "NCNR Products" section below.

Availability

Heilind will use commercially reasonable efforts to fill each purchase order submitted by you and accepted by Heilind; provided that the purchase order has been properly submitted and such products are available to Heilind. Notwithstanding any other provision of the Agreement, the obligation of Heilind to sell or provide any product to you is subject to the availability of such product. Heilind will not be liable for damages caused by failure to ship or delay in shipment resulting from conditions beyond the control of Heilind. Heilind reserves the right to allocate sales of products among its customers in its sole discretion. Heilind reserves the right to change the specifications of any product (including all statements and data appearing in Heilind's catalogs, data sheets and advertisements) without notice. If specifications are changed, Heilind assumes no obligation to provide the change on products previously purchased or to continue to supply discontinued products or versions. Heilind may substitute products manufactured to such modified specifications for those specified herein provided such products substantially conform to the products described in the sale contract. Heilind reserves the right to discontinue sale of products at any time.

Product Information

Product information, including information related to a product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by Heilind from its suppliers or other sources. Such information is provided by Heilind on an "AS IS" basis. Heilind is not responsible for errors or omissions in product information, 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, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Heilind recommends that you validate any product information before using or acting on such information. All product information is subject to change without notice.

Contingencies

Heilind is not liable, either wholly or in part, for non-performance or a delay in performance due to force majeure or contingencies or causes beyond the reasonable control of Heilind (each, a ***Force Majeure Event***) including, but not limited to, acts of God, wars, acts of terrorism, riots, civil disturbances, strikes, labor disputes, fires, storms, floods, earthquakes, natural disasters, inability to obtain or use raw or component materials or parts, fuel, labor, equipment, facilities, or transportation, or technical or yield failure where Heilind has exercised ordinary care in the prevention thereof, and acts of any government or agency thereof. Production and deliveries may be allocated in a reasonable manner in the event of a shortage of goods. Buyer's order will be deemed suspended for so long as any such Force Majeure Event prevents or delays Heilind's performance. In the event of any such suspension, Heilind shall have the right, at its option, upon notice to Buyer, (a) to terminate its obligation to sell any or all of the Products ordered hereunder, or (b) to resume performance as soon as practicable after the suspension, and reschedule delivery of the Products ordered hereunder to one or more deferred dates to be mutually agreed upon by Buyer and Heilind

Shipping Practices

With each shipment, Heilind will include an itemized packing list referencing the part number for each ordered product. Heilind may ship orders in installments or from multiple locations if it determines that it is commercially reasonable to do so.

Transportation; Title

Unless otherwise agreed, UCC term ‘FOB Heilind Shipping Facility’ shall apply to domestic transactions. ‘EXW, Heilind Shipping Facility (Incoterms® 2020)’ shall apply to export transactions. Products will be delivered by Heilind (“Seller”) to Buyer’s carrier at the Heilind Shipping Facility. Title and risk of shipping loss or damage to products will pass to Buyer upon delivery to the carrier. The cost of any handling, shipping and insurance arranged by Heilind will be billed as an add-on to Buyer’s invoice and paid by Buyer. Buyer is responsible for any, and all, costs of customs formalities as well as all duties, taxes and other official charges payable upon importing or exporting the products and Buyer will be responsible for clearing the products through customs upon arrival, unless Heilind notifies Buyer otherwise. Heilind may deliver goods in installments. All delivery dates are estimates. Heilind shall make reasonable e□orts to effect shipment on or before the scheduled shipping date(s) reflected on Heilind’s acknowledgment or invoice, but shipping deadlines are not guaranteed. If no shipping date is specified, shipment will be made on date(s) selected by Heilind. Heilind shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer if Heilind fails to meet the estimated delivery dates. Delivery may be made in advance of any scheduled delivery date upon reasonable prior notice to Buyer. All items will be packed for shipment and shipped in accordance with Heilind’s standard practices. Heilind reserves the right to allocate production and deliveries among its various customers at Heilind’s sole discretion under any circumstances. You must submit to Heilind all claims for shortages in shipment or notice of other irregularities within 10 days a□er receipt of such shipment by you. Any failure by Buyer so to inspect and report shall constitute a waiver by Buyer of any claim or right of Buyer against Heilind arising with respect to any such error, shortage, defect or nonconformity.

Remedies.

If you fail to pay when due any amount owed to Heilind for products purchased from Heilind, Heilind shall have, in addition to any other rights of Heilind, the right (without liability of Heilind) to repossess such products or to require you to effect (at your expense) return delivery of such products to Heilind. In addition, until you have paid to Heilind the entire amount due to Heilind for such products, Heilind shall

retain a security interest in such products in the amount of the full purchase price plus all other amounts due hereunder and all costs of collection incurred by Heilind (including but not limited to court costs and reasonable attorneys' fees), and Heilind shall retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such products. A copy of Heilind's invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Heilind's security interest. Upon the request of Heilind, you will execute any financing statements and other documents or instruments necessary or appropriate in order for Heilind to perfect its security interest.

NCNR Products

Heilind may designate a product as an "NCNR Product". **Notwithstanding any provision of this Agreement to the contrary, orders for special, custom, value-added and other non-standard products, including products to be assembled in kit form, products of manufacturers which do not appear on Heilind's line card, (http://heilind.com/alphalisting.asp) works-in-process, and products otherwise identified by Heilind as "NCNR" or "Non-Cancelable and Non-Returnable" (or words of similar import) are "NCNR Products".**

You hereby acknowledge that NCNR Products are both non-cancelable and non-returnable and further acknowledge and agree to the following:

- Orders for NCNR Products cannot be cancelled;
- Changes cannot be made to the schedule for such orders without prior written approval by Heilind;
- No release dates can be scheduled beyond one year from the original date of a Purchase Order for NCNR Products;
- NCNR Products cannot be returned to either Heilind or the manufacturer (unless defective, and then pursuant ONLY to applicable procedures and warranties, if any);
- You and any other Contract Manufacturers or End Customers associated with the purchase of the NCNR Products are jointly and severally accept full responsibility for the suitability for use of the NCNR Products in your application; and
- You and any other Contract Manufacturers or End Customers associated with the purchase of the NCNR Products jointly and severally accept full responsibility for payment of any invoice(s) issued by Heilind concerning the NCNR Products, including for any NCNR Products that are pipelined, ordered, received, or inventoried by Heilind, and acknowledge that Heilind is entitled to demand full payment from either you or any such Contract Manufacturers or the End Customers.

Heilind has no obligation to seek more favorable cancellation or return privileges with the manufacturer for the NCNR Products. However, if Heilind is able to negotiate more favorable cancellation or return privileges with the manufacturer for the NCNR Products, then, at its sole discretion, Heilind may extend such privileges to you. Also, Heilind may waive the above obligations under this Agreement concerning NCNR Products, in Heilind's sole discretion, if Heilind can sell at a comparable price the full quantity of the NCNR Products to third parties at the time you request such waiver. Heilind may charge a restocking fee of up to 15% on any such NCNR Products.

Warranties; Heilind agrees to assign to you any assignable warranties Heilind receives from the manufacturers of the products sold to you hereunder. The warranties set forth in the immediately preceding sentence are sole and exclusive and in lieu of all other warranties whether statutory, expressed, or implied. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, HEILIND EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY, TITLE, NON-INTERFERENCE WITH ENJOYMENT, ACCURACY, INTEGRATION, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES BASED UPON COURSE OF DEALING OR TRADE USAGE, AND HEILIND WILL HAVE NO OBLIGATION OR LIABILITY FOR THE QUALITY OF THE PRODUCTS. HEILIND MAY PROVIDE TECHNICAL, APPLICATIONS, OR DESIGN ADVICE, QUALITY CHARACTERIZATION AND RELIABILITY DATA OR SERVICE IN CONNECTION WITH BUYER'S ORDER OR THE PRODUCTS. HEILIND'S PROVISION OF THESE ITEMS SHALL NOT EXPAND OR OTHERWISE AFFECT HEILIND'S WARRANTIES SET FORTH ABOVE AND NO OBLIGATION OR LIABILITY SHALL ARISE FROM HEILIND'S PROVISION OF SUCH ITEMS.

Products to be returned under a manufacturer's warranty claim may be returned either (a) to the product manufacturer pursuant to such manufacturer's warranty and return procedures; or (b) subject to the terms of the applicable manufacturer's product warranty, to Heilind for credit or replacement at Heilind' sole discretion. Prior to returning any product to Heilind, you must obtain a return materials authorization number ("RMA") from Heilind's customer service department. The RMA must appear on all packages returned to Heilind. Heilind will issue an RMA within 10 business days after receiving your request. If Heilind requests or authorizes return of defective or non-conforming products, you are responsible for paying shipping and insurance costs from its location to Heilind; provided that if such return is the result of Heilind's negligence in the filling of such order, Heilind will be responsible for paying such shipping and insurance costs. No returned packages will be accepted without a valid RMA provided by Heilind. As stated above, NCNR Products are non-returnable for any purpose.

For the avoidance of doubt, the disclaimers, restrictions, and limitations set forth in the Heilind Legal Statement are incorporated herein and made a part hereof by reference.

USE OF PRODUCTS IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS.

Products sold by Heilind are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If you use or sell products purchased via Heilind for use in any such applications: (1) you acknowledge that such use or sale is at your sole risk; (2) your agree that Heilind and the manufacturer of the products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) you- agree to indemnify, defend and hold Heilind and the manufacturer of the products 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.

Export Control.

Products sold by Heilind Electronics are subject to export control laws and restrictions as prescribed by the United States Government. Buyer agrees to comply with all applicable export laws and restrictions by not directly or indirectly selling, exporting, transferring, or assigning products and associated technical data contrary to these laws and restrictions. Buyer is responsible for obtaining any license or other official authorizations that may be required to export, re-export, transfer, or otherwise assign goods provided by

Heilind Electronics. Buyer shall defend and indemnify Heilind Electronics from and against any damages, fines, penalties, assessments, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of any claim that Heilind Electronics 'products and associated technical data were exported in violation of applicable laws and regulations.

U.S. Government Contracts.

If the Products are to be used in connection with or under a U.S. Government contract or subcontract, those mandatory clauses, except as noted below, of the applicable U.S. Government procurement regulations for sale contracts of the same type, amount and tier as this sale contract, shall be incorporated by reference, unless Heilind takes exception thereto or receives a waiver therefrom. Unless Heilind specifically agrees otherwise in writing, Heilind takes exception to any and all requirements for certification in writing of cost or pricing data, compliance with Cost Accounting Standards, defective Pricing, and Audit requirements.

Indemnification

You agree to and will indemnify, hold harmless and defend Heilind (and its employees, subsidiaries, affiliates, successors and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and reasonable attorneys' fees) incurred or suffered by Heilind, which relate to or arise out of (a) your use, handling, marketing, sale or distribution of the products sold hereunder; or (b) the infringement or violation of any third party's intellectual property or other rights arising out of or in connection with your use of specifications, materials or other items provided to Heilind by you.

Intellectual Property.

If an order includes software or other intellectual property, such software or other intellectual property is provided by Heilind to you subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

Statements and Advice.

If statements or advice, technical or otherwise, are offered or given to you, such statements or advice shall be deemed to be given as an accommodation to you and without charge; the ultimate decision regarding any purchase or the selection of any product will be made by you. Heilind will bear no responsibility or liability for such decisions.

LIMITATION ON HEILIND'S LIABILITY

IN NO EVENT SHALL HEILIND HAVE ANY LIABILITY TO BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS SOLD HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, NEGLIGENCE, BREACH OF WARRANTY OR OTHERWISE), IN AN AMOUNT IN EXCESS OF THE AMOUNT(S) ACTUALLY RECEIVED BY HEILIND FROM BUYER AS PURCHASE PRICE

FOR THE PRODUCTS WHICH GIVE RISE TO HEILIND'S LIABILITY. HEILIND SHALL HAVE NO OTHER LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND, IN ANY WAY OR TO ANY EXTENT FOR ANY LOSSES, EXPENSES, COSTS, DAMAGES OR LIABILITIES FOR ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS (OR THE PERFORMANCE THEREOF), OR ARISING IN ANY WAY OR IN CONNECTION WITH THE PURCHASE BY OR USE OR SALE OF THE PRODUCTS BY BUYER, EVEN IF HEILIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HEILIND HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCTS OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE OF THE PRODUCTS OR ANY ITEM WITH WHICH SUCH PRODUCTS ARE USED, LOST PROFITS, OR DELAYS OR INCONVENIENCE.

Termination and Cancellation.

Without prejudice to any rights or remedies Heilind may have under these Terms or at law, Heilind may, by written notice to Buyer, terminate these Terms, or any part thereof, without any liability whatsoever, if: (i) Buyer fails to make payment for any Products to Heilind when due; (ii) Buyer fails to accept conforming Products supplied hereunder; (iii) a voluntary or involuntary petition in bankruptcy or winding up is filed against Buyer, any proceedings in insolvency or bankruptcy (including reorganization) are instituted against Buyer, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer; or (iv) Buyer violates or breaches any of the provisions of these Terms. Upon occurrence of any of the events referred to above under (i) through (iv), all payments to be made by Buyer under the Agreement shall become immediately due and payable.

In the event of any default by Buyer, Heilind may decline to make further shipments. If Heilind elects to continue to make shipments, Heilind’s action shall not constitute a waiver of any default by Buyer or in any way affect Heilind’s legal remedies for any such default.

GENERAL PROVISIONS.

Notices. All communications under these Terms shall be in writing or by confirmed fax, and shall be deemed to have been duly given (i) upon personal delivery, (ii) upon deposit in the mail if mailed by certified mail, return receipt requested, postage prepaid, (iii) upon deposit with a recognized courier with next-day delivery instructions, or (iv) upon confirmation of transmission, if sent by confirmed fax, to the address or fax number set forth below or such other address or fax number as either party may specify by notice sent in accordance with this Section.

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Severability. In the event that any provision of these Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of these Terms. The parties agree that they will negotiate in good faith or will permit a court or arbitrator to replace any provision of these Terms so held invalid, unenforceable or illegal with a valid provision that is as similar as possible in substance to the invalid, unenforceable or illegal provision.

Waiver. The waiver by Heilind of a breach or a default of any provision of these Terms by you shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of Heilind to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by Heilind.

Governing Law; Jurisdiction & Venue; Attorneys' Fees. These Terms and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without taking into account its principles on conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Exclusive jurisdiction and venue for any litigation arising under these Terms is in the federal and state courts located in Suffolk County, Massachusetts and both parties hereby consent to such jurisdiction and venue for this purpose. In any such action, suit or proceeding, the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with that action, suit or proceeding, in addition to any other relief to which such party may be entitled.

Relationship of the Parties. Nothing contained in these Terms shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall have the authority to make any statements, representations or commitments or to take any actions which shall be binding on the other party, except as may be explicitly authorized in writing by such other party.

Entire Agreement; Amendment; Assignments. These Terms, together with information contained in Heilind's written product order acknowledgment and written invoice, (a) constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, as to such subject matter; (b) may be amended or modified only by a writing executed by an authorized officer of the party against whom enforcement is sought; (c) may not be assigned by you without the written consent of Heilind; and (d) shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties hereto.

Government Regulations. Heilind complies with all applicable regulations as required, noted below.

- Export Administration Regulation (EAR)
- International Traffic in Arms Regulations (ITAR)
- United States Export Control (USC)
- Code of Federal Regulations (CFR)
- Federal Acquisition Regulation (FAR)
- Defense Federal Acquisition Regulation Supplement (DFARS)

Recipients of subsequent contracts issued by Heilind are required to be compliant to these regulations as well.