GENERAL TERMS & CONDITIONS OF SALE

Revision Date: May 1, 2026

These General Terms & Conditions of Sale (these "Terms") govern all Offers, quotations, order acknowledgments, sales of Goods, and provision of Services by Seller to Buyer unless Seller expressly agrees otherwise in a written instrument signed by an authorized officer of Seller. These Terms are intended to allocate risk to Buyer to the maximum extent permitted by applicable law.

1. DEFINITIONS.

As used herein:

"Seller" means the legal entity identified in the Seller's Offer and/or Order Acknowledgment, including any applicable doing-business-as (DBA) name, and, as applicable, may include Evans Capacitor Company, Paktron Capacitors, Union Technology Corporation (UTC), or Eulex Components, each a separate legal entity.

"Buyer" means the entity to which Seller's Offer is made or the entity purchasing Goods and/or Services from Seller.

"Goods" means the products, parts, materials, and/or equipment specifically included in Seller's Offer and/or Buyer's Order and includes

"Standard Product" means fully designed and developed products previously sold by Seller to customers and that require no changes, alterations, or additions from those Goods customarily offered by Seller and described in Seller's marketing literature.

"Services" means services included in Seller's Offer and/or Buyer's Order to be performed by Seller.

"Offer" means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer.

"Order" means a purchase order or similar purchase instrument issued by Buyer to Seller for the purchase of Goods and/or Services.

All references to "Seller's terms and conditions" herein mean and include (i) the General Terms and Conditions of Sale set forth herein; and (ii) any other Terms and Conditions, to the extent referenced in Seller's Offer and/or Order Acknowledgment. Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties".

2. OFFERS.

Unless stated otherwise in writing by Seller, Seller's Offer shall be valid for thirty (30) days from the date of such Offer. Any extension to the validity period shall be at Seller's sole discretion.

Seller reserves the right to withdraw, revoke, revise, or modify an Offer at any time prior to Seller's issuance of an Order Acknowledgment, notwithstanding Buyer's purported acceptance. The prices offered by Seller apply only to the specific details and quantities stated in the Offer.

3. ACCEPTANCE OF BUYER'S ORDER; BATTLE OF FORMS.

Seller's Offer, these Terms, and Seller's written Order Acknowledgment are the sole and exclusive terms governing the transaction (collectively, the "Contract"). Seller's acceptance of any Order is expressly conditioned on Buyer's unconditional assent to the Contract.

Buyer's issuance of an Order in response to Seller's Offer conclusively evidences Buyer's acceptance of the Contract, irrespective of any additional or different terms included in Buyer's Order or other communications.

Seller hereby rejects and shall not be bound by any terms or conditions in Buyer's Order or other communications that differ from, add to, or modify the Contract, including any terms posted on Buyer portals or referenced by hyperlink. Shipment, delivery, performance, or acceptance of payment shall not constitute acceptance of Buyer terms.

Seller's failure to object to Buyer terms or any other provisions contained in any communication from Buyer shall not waive any of Seller's rights. Any modification of the Contract must be in a written instrument expressly referencing this Section 3 and signed by an authorized officer of Seller.

4. **ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, and communications, whether written or oral. Buyer acknowledges that it has not relied on any statement, representation, or warranty not expressly set forth in the Contract. No amendment or modification of the Contract shall be binding unless made in a written instrument signed by an authorized representative of Seller.

5. PRICES.

All prices, invoices, and payments shall be in the currency specified in Seller's Offer. A minimum purchase amount may apply to Orders.

Unless expressly stated otherwise in Seller's Offer, prices are firm and fixed during the validity period of the Offer. After acceptance of an Order, prices shall remain fixed except as expressly permitted under Sections 5.1 through 5.3 below or as otherwise agreed in writing.

Prices are exclusive of special packing and packaging, installation, commissioning, training, insurance, taxes, duties, tariffs, and any other charges not expressly included.

5.1 PRICE ADJUSTMENT; PROSPECTIVE APPLICATION: Seller may adjust pricing prospectively upon thirty (30) days' written notice to Buyer to reflect material increases in raw material costs, commodity indices, tariffs, duties, government-imposed charges, supplier price increases, or other cost impacts beyond Seller's reasonable control.

Any such adjustment shall apply solely to:

(i) future shipments not yet delivered to a carrier; and

(ii) performance obligations not yet satisfied as of the effective date of the adjustment.

No price adjustment shall apply to:

(a) Goods already delivered to a carrier;

(b) Services already performed; or

(c) revenue already recognized in accordance with applicable accounting standards.

For clarity, any adjustment shall operate prospectively only and shall not modify or invalidate the binding nature of the underlying Order.

5.2 PRECIOUS METAL AND COMMODITY ADJUSTMENT: If the published benchmark price of gold or other precious metals or identified commodities incorporated into the Goods increases by more than five percent (5%) from the benchmark in effect on the date of Seller's Offer (or other agreed pricing baseline), Seller may adjust the price of affected Goods to reflect the incremental change.

Such adjustment shall be calculated based solely on the incremental change in the applicable published index and shall apply only to quantities not yet shipped or performance obligations not yet satisfied as of the adjustment date.

5.3 TARIFFS; DUTIES; GOVERNMENT-IMPOSED CHARGES**:** If any new or increased tariff, duty, import/export restriction, customs charge, or other government-imposed cost becomes effective after the date of Seller's Offer and directly increases Seller's cost of performance, Seller may pass through such incremental cost to Buyer.

Any such adjustment shall apply prospectively only and shall not affect amounts previously invoiced or revenue previously recognized.

6. PAYMENT TERMS AND TITLE.

Subject to Seller's approval of Buyer's credit, and as stated in Seller's Offer, at Seller's sole discretion, payment terms for Orders will be net thirty (30) days from date of Seller's invoice.

Buyer is responsible for applicable banking fees or charges.

Buyer shall pay interest on all late payments at a rate equal to the higher of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

In addition to all other remedies available under Seller's terms and conditions or at law, Seller may suspend delivery of any Goods and/or performance of Services if Buyer fails to pay any amounts when due and such failure continues for three (3) days following written notice thereof.

Buyer shall not withhold payment of any amounts due by reason of any set-off or counterclaim of any kind, whether relating to breach, bankruptcy, or otherwise.

If Seller determines, in its sole and absolute discretion, that Buyer is not financially sound or may be unable to pay in full and in a timely manner, Seller shall have the right to require immediate payment in full in cleared funds prior to continuing work or incurring any further cost, and/or to require adequate assurance, security, a parent guarantee, or a standby letter of credit acceptable to Seller. If Buyer fails to provide such assurance within five (5) days of demand, Seller may suspend performance and/or terminate the Order without liability.

Buyer must raise any dispute relating to an invoice within fifteen (15) calendar days of the date of invoice. If Buyer's dispute is held to be valid, Seller shall credit Buyer the disputed amount; otherwise the invoice is deemed accepted.

Title to Goods shall pass to Buyer upon delivery per the applicable shipping term; however Seller shall maintain an enforceable security interest in the Goods until receipt of payment in full to Seller in cleared funds.

7. TAXES.

Unless expressly stated otherwise in Seller's Offer, all prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer.

Buyer shall be responsible for all such taxes, duties, and charges; provided, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real property, or other assets.

8. INSPECTION AND TESTS.

All Goods manufactured by Seller are subject to Seller's standard inspection and quality assurance processes and, if applicable, acceptance testing at Seller's facility.

Buyer shall inspect the Goods promptly upon delivery. Any claim that Goods are nonconforming must be made in writing within ten (10) calendar days after delivery, describing the nonconformance in reasonable detail; otherwise, the Goods shall be conclusively deemed accepted and all claims (including warranty claims for nonconformity apparent upon inspection) are waived to the maximum extent permitted by law.

Any additional requirements mutually agreed by the Parties in writing including, without limitation, Buyer's source inspection or additional testing required by Buyer, shall be at Buyer's sole expense and shall not unreasonably interfere with Seller's operations.

If Buyer requires inspection by Buyer or Buyer's representative at Seller's place of manufacture, such inspection shall be subject to Buyer's prior written request and Seller's prior written approval. If Buyer fails to perform such inspection on the agreed date, Buyer's request for inspection shall be deemed waived.

9. PACKING AND PACKAGING.

All Goods shall be packed and packaged in accordance with Seller's standard commercial packing and packaging methods.

Any nonstandard or special packing or packaging requested by Buyer is subject to Seller's written agreement and shall be at Buyer's sole expense.

10. DELIVERY, SHIPPING TERMS, AND RISK OF LOSS.

Unless agreed otherwise by Seller in writing, shipping terms shall be as expressly stated in Seller's Offer. If Seller's Offer does not specify shipping terms: (a) For transactions in which both Seller and Buyer are located in the United States, delivery shall be FOB Origin (Seller's facility) in accordance with the Uniform Commercial Code as adopted in the applicable state. Risk of loss and title shall pass to Buyer upon Seller's delivery of the Goods to the carrier at Seller's facility. (b) For all other transactions, delivery shall be FCA Seller's facility (Incoterms® 2020). Risk of loss shall pass to Buyer in accordance with the applicable Incoterm upon delivery of the Goods to the carrier at Seller's facility.

In all cases, Buyer is responsible for freight, insurance, and all transportation-related costs unless otherwise expressly agreed in writing by Seller. If Seller prepays shipping, insurance, or other related charges, Buyer shall reimburse Seller promptly for such charges.

If Buyer fails to arrange for collection of the Goods on the scheduled shipping date, or fails to provide instructions or documents required for shipment, Seller may, upon written notice to Buyer, store or arrange for storage of the Goods at Buyer's risk and expense. Upon service of such notice: (i) risk of loss shall pass to Buyer; (ii) delivery shall be deemed to have occurred and any outstanding payment shall become immediately due; and (iii) Buyer shall pay Seller all costs and expenses arising from such failure, including storage, handling, and insurance charges.

10.1 OVERAGES AND UNDERAGES: Due to normal manufacturing variations, including yield fluctuations and economic lot sizing, Seller reserves the right to ship and invoice quantities that vary by up to plus or minus ten percent (±10%) of the ordered quantity. Buyer agrees to accept and pay for such variations, and such variance shall not be deemed a nonconformance, shortage, or breach of contract.

11. EXPORT, ANTI-CORRUPTION, AND ANTI-BRIBERY COMPLIANCE.

All Goods, Services, and technical information provided by Seller may be subject to export control and sanctions laws of the United States (including ITAR and EAR), the United Kingdom, the European Union, Canada, and other applicable jurisdictions.

Buyer shall not, directly or indirectly, transfer, sell, export, re-export, distribute, allow the use of, or otherwise dispose of Goods or related technical information:

(A) to any prohibited or sanctioned destination; (B) to any person or entity listed on or owned or controlled (directly or indirectly) by any person listed on, applicable restricted party lists; or (C) for any prohibited end use, including activities involving nuclear,

chemical, or biological weapons, missile delivery systems, military end uses requiring authorization, or other restricted applications.

Buyer shall screen relevant counterparties and end users against applicable sanctions lists and maintain commercially reasonable compliance controls.

Buyer acknowledges that U.S. law prohibits transactions with certain denied or restricted persons and entities, including those listed on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List; the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons Lists; or the U.S. Department of State's Debarred Persons List (as each may be amended from time to time).

Buyer shall screen relevant counterparties and end users and shall comply with all such restrictions.

Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, fines, penalties, enforcement actions, investigations, losses, costs, and expenses (including attorneys' fees) arising from Buyer's failure to comply with applicable export controls, sanctions, or this Section.

Seller's performance is conditioned upon compliance with applicable export laws. Seller may suspend or terminate any Order without liability if performance would violate applicable law or if required licenses are denied, revoked, or restricted.

The Parties shall provide information reasonably required to secure export authorizations or licenses. Delivery schedules are calculated from the date of receipt of required export license(s). Seller shall commence work only after receipt of required export license(s); provided Buyer may, at its sole risk, authorize Seller to commence work prior to receipt. In that event, Buyer shall reimburse Seller for all costs incurred if any required license is denied, cancelled, revoked, or restricted such that performance becomes impossible or commercially impracticable.

Any Order accepted by Seller which cannot be fulfilled due to law or regulations or Seller's inability to obtain required export license(s) may be cancelled or suspended by Seller without liability.

Each Party shall comply, to the extent applicable to its activities under this Agreement, with all applicable anti-bribery and anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and applicable local laws. Neither Party shall directly or indirectly offer, promise, authorize, or provide anything of value to any government official or other person to improperly influence any act or decision or obtain or retain business.

12. DELIVERY SCHEDULES AND FORCE MAJEURE.

All dates for delivery of Goods and provision of Services are estimates only. Seller may deliver earlier or later than estimated dates, and all dates require prompt receipt of all necessary Buyer-furnished information, instructions, materials, and equipment (if applicable). Seller shall not be liable for non-adherence with estimated dates.

Any delay or failure of Seller to perform shall be excused to the extent caused by an unforeseeable event or occurrence beyond Seller's reasonable control and without its fault or negligence (a "Force Majeure Event"), including acts of God; actions by any governmental authority; withdrawal or inability to obtain any necessary import or export licenses or other consents; terrorism; fires; floods; windstorms; explosions; riots; natural disasters; wars; sabotage; cyber incident (including ransomware); supplier delays or failures; labor problems (including lockouts, strikes, and slowdowns); inability to obtain power, utilities, materials, labor, equipment, or transportation; epidemics or pandemics; court injunction; or any event rendering performance commercially impracticable.

Seller's time for performance shall be extended for the duration of the Force Majeure Event and a reasonable ramp-up period. Seller may suspend performance or terminate an affected Order upon written notice without liability, subject to Buyer's payment obligations under Section 14.

13. CHANGES.

Buyer may request changes within the general scope of Buyer's Order by providing written notice to Seller; provided, however, such changes shall not be effective unless and until Seller, at its sole discretion, consents to such changes in writing.

If any such changes cause an increase in cost or time required for performance, an equitable adjustment shall be made to the price and/or delivery schedule, and the Parties shall execute a written modification to reflect such changes and adjustments.

14. TERMINATION.

14.1 FOR CAUSE, INCLUDING DEFAULT: If Seller has reasonable grounds to suspect Buyer has violated any applicable law or regulation, then in Seller's sole discretion it may, without liability, terminate, cancel or suspend performance of the Order or any other contract between Buyer and Seller immediately, or postpone delivery of all or any part of the Goods or Services.

If a Party materially breaches the Contract, the non-breaching Party shall submit a written cure notice. Except for amounts due to Seller (which shall be paid immediately upon

receipt of notice), the breaching Party shall have thirty (30) days to cure. If not cured, the non-breaching Party may terminate for default.

Either Party may immediately terminate if the other Party is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or an action under any law for the relief of debtors is taken.

14.2 FOR SELLER'S CONVENIENCE: Seller may terminate any Order on ninety (90) days written notice, or immediately in the event of a Force Majeure Event or regulatory/compliance restriction. Buyer remains liable for payment for all Goods delivered and for all costs incurred by Seller (including committed materials, work-in-process, supplier cancellation charges, handling, storage, demobilization, and reasonable overhead allocations), plus reasonable profit on work performed. Upon payment, Seller shall deliver to Buyer any completed or partially completed Goods/work-in-process to the extent practicable.

14.3 FOR BUYER'S CONVENIENCE: Buyer may cancel all or a portion of an Order for Standard Products or Services only if Seller authorizes cancellation in writing. Authorized cancellations are subject to Seller's cancellation policy and restocking charges. All Orders for non-standard products (including custom products, non-recurring engineering, blanket orders, and master supply agreements) are non-cancellable and non-returnable, and Buyer is liable for the full Order price.

14.4 Seller may exercise any rights herein without prejudice to any other right or remedy. If a Force Majeure Event occurs, Seller may retain any deposit or amount paid by Buyer as of the date of termination notice to the maximum extent permitted by law, and Buyer bears the risk of loss of such amounts prior to delivery.

15. WARRANTY

15.1 LIMITED WARRANTY FOR GOODS AND SERVICES: Seller warrants that Goods shall be free from defects in material and workmanship and shall conform to Seller's applicable specifications for a period of **six (6) months from the date of original shipment** under normal use and service. This warranty runs from the date of shipment and not from installation, use or acceptance.

This warranty does not apply to Goods found to have been mishandled, misused, abused, damaged, altered, repaired by others without Seller's approval, or improperly stored, installed, operated, or maintained, or to normal wear and tear or failure to comply with Seller's instructions or safety warnings.

Seller's **sole obligation and Buyer's sole and exclusive remedy** under this warranty shall be, at Seller's option, **repair, replacement, or credit of the original purchase price** of the defective Goods (subject to reasonable depreciation where appropriate). Under no circumstances shall Seller be liable for recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Goods or any costs associated therewith.

Consumables obtained from third parties shall carry only the warranty provided by their respective manufacturers, if any.

The warranty period for repaired or replaced Goods shall be the **greater of (i) ninety (90) days or (ii) the unexpired portion of the original warranty period**.

Seller warrants that Services will be performed in a competent and workmanlike manner by personnel reasonably skilled in their performance. Any claim for breach of this warranty must be made within ninety (90) days after completion of the specific Services giving rise to the claim.

15.2 DISCLAIMER OF WARRANTIES: THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY RELATING TO LATENT DEFECTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THIRD-PARTY PRODUCTS OR COMPONENTS.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE) ARISING FROM OR RELATED TO ANY BREACH OF WARRANTY.

SELLER DOES NOT WARRANT THE DESIGN, INTEGRATION OR FITNESS OF THE GOODS FOR BUYER'S SPECIFIC APPLICATION.

15.3 CLAIM PROCESS AND NOTICE REQUIREMENTS

Buyer must provide written notice of any warranty claim within thirty (30) days after Buyer discovers or should have discovered the defect and within the applicable warranty period; otherwise, the claim is waived to the maximum extent permitted by law.

15.4 TECHNICAL INFORMATION DISCLAIMER: Product specifications, designs, datasheets, and technical documentation are provided for general informational purposes only and may be updated from time to time. While reasonable care is taken, such

information is not guaranteed to be complete or error-free. The customer is responsible for determining the suitability of the products for its intended use. Except as expressly set out in these Terms and Conditions of Sale, no warranties or obligations arise from such materials, and no license to any intellectual property rights is granted by implication or otherwise.

16. RETURN AUTHORIZATIONS

Buyer's return of nonconforming or defective Goods is subject to Seller's return authorization process and procedures. Goods shall not be returned without Seller's prior authorization, as evidenced by a Return Material Authorization (RMA) instructions issued by Seller.

Buyer shall return Goods transportation and insurance prepaid in accordance with Seller instructions. Failure to follow procedures may result in delays, restocking charges, warranty denial, or refusal of return shipment. Issuance of an RMA does not mean Seller agrees Goods are defective or covered under warranty.

Goods covered by warranty will be repaired or replaced at Seller's option and returned per Seller instructions. Goods found not defective will be returned at Buyer's expense. For defective Goods not covered by warranty, repair/replacement will be performed only after Buyer issues an Order at Seller's then-current pricing, and Seller may charge testing/inspection costs.

17. TOOLING.

Unless agreed otherwise by Seller in writing, all tooling, dies, molds, fixtures, equipment, tools, patterns, software, and designs produced, acquired, or used by Seller for the purposes of fulfilling Buyer‘s Order shall remain the property of Seller. Modifications made to the dies, molds, patterns, and the like in order to manufacture products shall be at the discretion of the Seller.

18. PRODUCTION DISCONTINUATION.

Seller may discontinue Goods (specific part number, model, or product family) at Seller's discretion. Seller may, at its sole option, accept last time buy Orders for discontinued Goods subject to availability and delivery schedule. All Orders for discontinued Goods are non-cancellable and non-returnable.

If, due to circumstances beyond Seller's control, Seller is unable to deliver the full quantity of ordered discontinued Goods, the balance may be cancelled without liability.

19. BUYER'S OBLIGATION OF ASSISTANCE (APPLICABLE TO SERVICES).

Buyer shall provide Seller all information reasonably necessary for Seller to perform Services, including plans, layouts, wiring instructions, operational information, studies, reports, and other information relative to design, installation, and selection of equipment.

Buyer shall grant or arrange for Seller to have access to all sites where Seller performs Services and provide safe storage of Seller's equipment, materials, and tools. Seller is entitled to rely on Buyer-furnished information and is not responsible for errors or omissions therein.

20. PROPRIETARY RIGHTS.

Seller shall retain all right, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, works of authorship, products, know-how, processes, techniques, and the like used or developed by Seller in connection with Buyer's Order.

Buyer shall not copy or reverse engineer, or cause or enable any third party to copy or reverse engineer, any Goods, except to the limited extent such restriction is prohibited by applicable law.

Unless otherwise identified in writing to Seller and expressly accepted by Seller in writing, no information disclosed to Seller shall be deemed confidential or proprietary.

21. PATENT, COPYRIGHT, AND TRADEMARK INDEMNIFICATION.

Seller shall indemnify Buyer against third party claims relating to infringement of any patent, copyright, trademark, or design to the extent that the infringing Goods are manufactured, sold, or used pursuant to Seller's specifications and provided Buyer (i) notifies Seller promptly in writing; (ii) allows Seller to control the defense and settlement; and (iii) reasonably cooperates.

If Goods are held or believed to infringe, Seller may at its option: (i) modify the Goods to be non-infringing; (ii) obtain for Buyer a license; or (iii) require return of the Goods and refund the price paid for the affected Goods. Seller has no obligation to the extent a claim is based on Buyer modifications, combinations with non-Seller items, unintended environments, failure to use updates, or Buyer negligence or willful misconduct.

THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

22. WORK PRODUCT & CONFIDENTIALITY.

All specifications, drawings, designs, data, information, ideas, methods, patterns and inventions made, conceived, developed, or generated by the Seller incident to its procurement of or performance under the Contract ("Work Product") shall vest in and inure to the Seller and be the sole property of the Seller.

Buyer shall keep confidential and not disclose to any third party terms of the Contract, all Work Product any Confidential Information of Seller without Seller's prior written consent. "Confidential Information" includes business, financial, pricing, and technical information, trade secrets, know-how, programs, designs, data sheets, schematics, configurations, and drawings.

Confidential Information does not include information that (i) becomes public without breach by Buyer; (ii) is rightfully received on a non-confidential basis from a third party; or (iii) is independently developed without use of Seller Confidential Information.

23. SAFETY WARNINGS; FITNESS; SYSTEM INTEGRATION DISCLAIMER.

Buyer acknowledges that the Goods can cause death, personal injury or property damage when used, operated, maintained, stored or disposed of improperly or contrary to Seller documentation or applicable law.

Buyer is solely responsible for determining the fitness or suitability of a particular Good for any purpose or application and for ensuring compliance with all applicable Seller instructions and all applicable directives, laws, regulations, or controls.

Unless expressly agreed in writing, Seller has no responsibility for system integration, airworthiness/safety certification, regulatory approvals (including medical device compliance), or Buyer/customer end-use approvals, and Seller shall have no liability arising from Buyer's integration, design-in, or use of the Goods.

23.1 PROHIBITED HAZARDOUS OR SAFETY-CRITICAL USES: Unless expressly approved in writing by Seller, the Goods are not designed or intended for use in (i) nuclear facilities or nuclear applications, (ii) life-support, medical or patient-critical applications, or (iii) other hazardous, safety-critical, or mission-critical applications where failure could lead to death, personal injury, or catastrophic property damage. Buyer shall not use, and shall not permit others to use, the Goods for any such application without Seller's prior written approval. Any such unauthorized use is at Buyer's sole risk, voids any applicable warranty to the maximum extent permitted by law, and Buyer shall defend, indemnify, and hold harmless Seller from and against any claims arising out of such use.

24. INDEMNIFICATION.

Each Party shall indemnify, defend, and hold harmless the other Party and its respective officers, directors, employees, affiliates, and customers from and against third-party claims for death, personal injury, or tangible property damage to the extent caused by the negligent act or omission of the indemnifying Party in the performance of an Order, except to the extent caused by the negligence or willful misconduct of the indemnified Party.

Buyer shall further indemnify, defend, and hold harmless Seller and its respective officers, directors, employees, affiliates, and customers from and against any and all third-party claims, liabilities, damages, losses, fines, penalties, and expenses (including attorneys' fees) arising out of or relating to:

(a) Goods manufactured to Buyer's designs or specifications;

(b) Buyer-furnished equipment, materials, or information;

(c) Buyer's integration, resale, distribution, or end-use of the Goods;

(d) Buyer's violation of applicable law; or

(e) Buyer's breach of this Agreement.

The indemnified Party shall provide prompt written notice and reasonable cooperation. The indemnifying Party shall control the defense and settlement, provided no settlement admits fault of the indemnified Party without its prior written consent.

25. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, OR PUNITIVE DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF REVENUES, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, OR COST OF CAPITAL, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STATUTORY DUTY, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SELLER'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO AN ORDER (INCLUDING FOR INDEMNITY, DEFENSE, OR HOLD HARMLESS OBLIGATIONS) SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICES GIVING RISE TO THE CLAIM.

25.1 CLAIM NOTICE AND TIME BAR: Any claim by Buyer is waived unless Buyer provides written notice within thirty (30) calendar days after Buyer discovers or should have

discovered the basis for the claim. No action may be commenced more than one (1) year after shipment of the Goods or completion of the Services giving rise to the claim, regardless of legal theory, to the maximum extent permitted by law.

To the extent any limitation herein is prohibited by applicable law, liability shall be limited to the maximum extent permitted and the remainder of this Section 25 shall remain enforceable.

Limitations set forth in this Section 25 apply to all claims and liabilities arising out of or relating to these Terms or any Order, including claims under Sections 11 and 24, except to the extent prohibited by applicable law."

26. LAWFUL USE OF GOODS.

Buyer warrants and represents that all Goods purchased shall be used only for lawful purposes and in strict compliance with all applicable laws and regulations, including in the jurisdictions in which the Goods are purchased, resold, integrated, or used.

27. ETHICS AND VALUES.

Seller is committed to uncompromising ethical standards and strict adherence to laws and regulations.

28. ORDER OF PRECEDENCE.

Any inconsistency between Seller's terms and conditions, Buyer's Order, or any other documents related thereto shall be resolved by giving precedence in the following order: (i) Seller's Special Terms and Conditions (if applicable); (ii) these Terms; (iii) Seller's specifications (if applicable); (iv) statement of work or scope of Services (if applicable); (v) Seller's written acknowledgement of Buyer's Order; (vi) Seller's Offer; and (vii) Buyer's Order.

The controlling version of these Terms is in English. Any translation is for convenience only; the English version prevails.

29. GOVERNING LAW.

The Contract and performance of the Parties shall be construed and governed in accordance with the laws of the country, or if the U.S., the state, or if Canada, the province, of the jurisdiction of incorporation or formation of Seller, without regard to conflict-of-laws rules.

Neither (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods; nor (iii) the Protocol amending the 1974 Convention apply to the Contract.

29.1 GOVERNMENT CONTRACTS: If Goods or Services are to be used in connection with a government contract, Buyer shall notify Seller in writing prior to Order acceptance. Only mandatory flow-down clauses required by applicable law to be included in subcontracts shall apply, and only to the extent expressly accepted in writing by Seller. Seller shall not be bound by, and makes no representation of compliance with, any FAR, DFARS, or other government procurement regulations except as expressly agreed in writing. No audit rights, cost-accounting standards, cybersecurity requirements, or other regulatory obligations shall apply unless specifically accepted in writing by Seller.

30. DISPUTES AND ARBITRATION.

The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to an Order, including interpretation, performance, or termination.

If unresolved, the dispute shall be referred to arbitration administered by the International Chamber of Commerce under its Rules of Arbitration. The arbitration shall take place in the capital city of the country, or if the U.S., the state, or if Canada, the province, of Seller's jurisdiction of incorporation or formation, and shall be the exclusive forum for resolving the dispute.

The award shall be final and binding. The arbitrator shall have no authority to award damages excluded by Section 25. The prevailing Party may be awarded arbitration expenses (including attorneys' fees) at the arbitrator's discretion. To the maximum extent permitted by law, both Parties waive any right to appeal.

31. RELATIONSHIP OF THE PARTIES.

Each Party is an independent contractor. Nothing herein creates a joint venture, partnership, agency, or employment relationship. Neither Party has authority to bind the other except as expressly authorized in writing.

32. NO THIRD PARTY BENEFICIARIES.

The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and confers no rights or remedies on any other person or entity.

33. NOTICES.

All notices, requests, consents, claims, demands, waivers, and other communications ("Notice") shall be in writing and addressed to the Parties at the addresses set forth on the Order or such other address designated in writing.

Notices shall be delivered by personal delivery, nationally recognized overnight courier (fees prepaid), or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective upon receipt by the receiving Party.

34. ASSIGNMENT.

Buyer may not assign, delegate, sublicense, or transfer its obligations or rights without Seller's prior written consent; any attempted assignment without consent is void.

Seller may subcontract work and may assign or novate the Contract to a parent, subsidiary, affiliate, or successor in connection with a merger, consolidation, or sale of substantially all relevant assets, provided the successor assumes Seller's obligations.

35. WAIVER; REMEDIES; COSTS.

No waiver by Seller is effective unless in a written instrument signed by an authorized representative of Seller. A waiver is not a continuing waiver and does not waive any other breach.

Seller's remedies are cumulative and in addition to any other remedies at law or in equity. Buyer shall pay Seller's costs and expenses (including attorneys' fees) incurred in enforcing the Contract or collecting amounts due.

36. SEVERABILITY.

If any provision is invalid or unenforceable, the remainder shall remain in full force and effect and shall be construed to reflect the Parties' intent to the maximum extent permitted by law.

37. PARTIES.

The Parties to any Offer, Order, or transaction are Seller and Buyer as identified in the Offer and/or Order Acknowledgment. No other Seller subsidiaries, affiliates, or business units have any obligations unless expressly stated in writing.

38. COMPLIANCE AND CONDUCT

Each Party shall conduct its activities under this Agreement in material compliance with applicable laws and regulations. Notwithstanding the foregoing, nothing in this Section

creates any independent audit rights, warranties, or representations beyond those expressly set forth in this Agreement.

39. HEADINGS.

Headings are for reference only and shall not affect interpretation.

40. SURVIVAL.

Any provision which contemplates performance or observance after termination or which by its nature should survive shall survive, including Sections 6, 11, 14, 15, 16, 20–25, and 28–36.