

Title:	Customer Terms and Conditions	Form #:	REF-0017
Release Date:	04-08-2024	Revision:	C

TERMS and CONDITIONS of SALE

The following terms and conditions of sale will apply to sale of products by UTC (Union Technology Corp.) and Eulex which, for the purpose of this agreement shall be Union Technology Corp. (“Seller”), to an unrelated party (“Buyer”). The terms “purchase order” or “sales order” are documents detailing the purchase of products by “Buyer” from “Seller”. “Purchase Order” and “Sales Order” are synonymous for these terms and are herein referred to as “Orders”. Change Order is written documentation depicting a change in terms to an existing order.

1. ACKNOWLEDGEMENTS AND ACCEPTANCE. Orders are not valid until confirmed by Seller. Confirmation may be either in writing to Buyer, or the performance under the terms of the order. All confirmed Orders are final. Seller must pre-approve any requested changes to delivery dates or quantities on any open Order. Due to build schedules or inventory requirements, Seller may deny any requested changes to purchase orders previously confirmed. Any approved changes must be affirmed by written Change Order document. Cancellation or reductions in quantities may result in surcharge. The acknowledgement of this order by the seller or commencement of any performance by the seller pursuant to this order shall constitute Buyer’s acceptance of the Seller’s terms and conditions and the prices set forth therein. Order is expressly conditioned upon the applicability of Seller’s terms and conditions exclusively. No terms or conditions stated by the purchaser shall be binding on the seller unless; the Seller expressly accepts such terms or conditions in writing. The failure of the Seller to specifically object to any or all the terms and conditions set forth herein and the purchaser, upon the acknowledgment of the quotation or upon Seller’s commencement of performance hereunder, shall be deemed to have withdrawn any such terms and conditions that conflict with, or are in addition to the terms and conditions set forth herein.

2. LIMITED WARRANTY. Seller warrants to Buyer that the goods shall be free from defects in material and workmanship for a period of ninety (90) calendar days from the date of shipment of the goods to Buyer under normal use and service. The Seller warrants only that the goods will conform to the applicable specifications approved in advance in writing by an authorized officer of Seller or otherwise listed in Seller’s catalogs and/or other sales material applicable to this Order; provided, however, that (i) between the date of shipment and the date of first use, the goods are stored and maintained in “as shipped” condition by Buyer and (ii) the goods have been installed, used and maintained according to Seller’s instructions and guidelines, if any. The obligation and liability of Seller under this warranty is limited to the repair or replacement at its factory, at the option of Seller, of any such product which proves defective within ninety (90) calendar days from date of shipment to first end user and is found to be defective in material and workmanship by Seller inspection and evaluation. Seller shall not be obligated or liable under this warranty for apparent defects which examination discloses are due to tampering, misuse, neglect, improper storage, normal wear and all cases where the

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products are assembled into a system, by the Buyer, or removed from an assembled condition. Products for warranty consideration shall be returned with all transportation charges prepaid to Seller, with prior RMA, adequately packaged to prevent loss or damage in shipment. Products repaired or replaced under this warranty are warranted for a new, full, warranty period.

Other than the liability set forth in any expressed warranty applicable to the products sold to the Buyer, Seller shall not be liable for consequential, incidental or other type of damages and expressly excludes and disclaims such damages resulting from, or caused by, the use, operation, failure, malfunction or defects of any products sold to the Buyer under any order, it being understood that the products sold to the Buyer are not consumer products.

SELLER DISCLAIMS ANY LIABILITY WHETHER UNDER THIS WARRANTY, OR OTHERWISE, FOR ANY FAILURE OF ITS PRODUCT WHICH IS CAUSED BY, IN WHOLE OR IN PART, THE USE IN, OR WITH COMPONENT PARTS NOT MANUFACTURED BY SELLER.

THE TERMS OF THE APPLICABLE WARRANTY OR WARRANTIES, AS THE CASE MAY BE, AS SET FORTH ABOVE, ARE THE SOLE AND EXCLUSIVE WARRANTY TERMS THAT SHALL HAVE ANY FORCE AND EFFECT IN THIS ORDER, AND SUCH TERMS, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREWITH EXPRESSLY EXCLUDED.

3. TECHNICAL SPECIFICATION. Unless otherwise provided for, all Orders must refer to a Seller’s Part Number, and so state on the face of the Order. Buyer’s Part Numbers, which are assigned by the Buyer for convenience, may only be used in conjunction with the appropriate Seller’s Part number. Buyer’s Part Numbers, which depict a controlled version of a Seller Product, may only be used, where the Customer Source Controlled Drawing for that configuration has been reviewed and approved by Seller, and acknowledged by Order confirmation.

4. DELIVERIES. Delivery quantities may have ±10% variance due to production throughput. Seller reserves the right to fulfill the order under said condition. Delivery schedule is set at confirmation of Order. Any quoted delivery from Stock Inventory is subject to prior sale. Any purchase order with deliveries to a future schedule, must have all shipments complete within 12 months of purchase order date. Changes to delivery schedule may result in surcharge. Anything to the contrary notwithstanding, the seller shall not be liable for any reasonable delay in production or delivery. In the event a delay in production or delivery occurs beyond a reasonable period of time, which delay is occasioned by fire, strikes civil or military authority, war, hostility, riots, government action, energy

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crises, the failure of seller’s suppliers to make timely delivery of material or components, or where such delay is occasioned by other causes beyond the control of the seller or without its fault or negligence, then the date or dates for delivery of the equipment shall be extended for a period equal to the time lost by reason of any such delay.

5. EXPEDITED DELIVERY. Deliveries that are expedited or requested prior to standard lead times or previously confirmed schedule are on a best-efforts basis. Seller bears no responsibility or liability due to its inability to perform to any expedited delivery date.

6. INVOICING AND PAYMENT. Seller will provide payment terms in response to Purchase Order Request. Payment terms will be set by confirmation of Order. Orders must indicate agreed payment terms, in writing, on face of Order. Invoices will be prepared at time of shipment and delivered to Buyer according to Order instructions. In the event payments are not made in a timely manner Seller may either (1) declare Buyer’s performance in breach and terminate any Buyer’s Order, for default; (2) withhold future shipment under any Buyer’s Order until delinquent payments are made; (3) deliver future shipments under any Buyer’s Order on a C.O.D. or cash in advance basis even after the delinquency in payment is remedied; or (4) combine any of the above rights and remedies as is practicable and permitted by law. Nothing herein shall waive any other rights and remedies of seller permitted by law or set forth in any Order, and all rights and remedies set forth herein shall be considered cumulative and all other available rights and remedies.

7. PACKAGING AND SHIPPING. All orders are packaged and boxed to prevent damage in shipment. ESD packaging is not used. All packages bear a packing slip on the outside of the package. Special packaging labels, bar codes, etc must be specified by, and clearly documented on Order, and affirmed by Seller’s confirmation of Order.

8. FOB. Risk-of-Loss. All orders are FOB origin. Orders are shipped per Buyer’s instructions provided on confirmed Order. If no instructions exist, U.S. shipments will be made by UPS ground, prepaid with charges added to Invoice. All export orders must use Buyer’s freight charge number for all charges and duties.

9. PRICES. Seller maintains a price list internally. Orders are firm at the time of confirmation. Export pricing includes a surcharge and may be restricted in certain international territories where the Seller’s exclusive representative or agent sets prices. Price, terms, and availability of merchandise are subject to change without notice, including, but not limited to, fluctuations in market prices, availability and quality of raw materials, and impacts from governmental tariffs or duties.

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Seller reserves the right to adjust pricing in response to enacted or modified tariffs, customs duties, or trade sanctions imposed by the U.S. government or other applicable jurisdictions. In such cases, the Seller will notify the Buyer of any pricing adjustments prior to shipment. Buyer acknowledges and agrees to pay any applicable import/export duties, tariffs, or taxes associated with the sale, shipment, or delivery of the products unless otherwise specified in writing by Seller.

10. EXPORTS. Seller’s products are classified as EAR99 under the U.S. Export Administration Regulations (EAR), and may be exported without a license in most cases. However, certain export restrictions apply, including but not limited to destination country, end-user, and end-use under U.S. law prior to confirming any export order, Buyer must complete the BIS-711 “End-Use and End-User Certification” (Ultimate Consignee Declaration). Seller reserves the right to request this certification for any domestic order, as needed, to determine the ultimate consignee and intended use.

Seller may, at its sole discretion, deny or cancel any order based on concerns regarding export classification, destination, sanctions compliance, or sufficiency of documentation. Buyer is solely responsible for ensuring compliance with all applicable U.S. and international export laws, including but not limited to the EAR, ITAR, OFAC sanctions, and anti-boycott regulations.

Any diversion of the products contrary to U.S. law is strictly prohibited.

11. PRIORITY AND RATED ORDERS. Seller continually performs on rated DOD orders. If necessary, rated orders must take precedence over non-rated orders.

12. NON-CANCELLABLE AND NON-RETURNABLE. Unless otherwise expressly agreed to in writing by Seller, all items purchased shall be considered Non-cancelable and Non-returnable (NC/NR)

13. LIMITATION REMEDIES. In no event will Seller be liable for any special, incidental, punitive, indirect or consequential damages based on breach of warranty, breach of contract, negligence, strict liability, tort, product liability, loss of profits; loss of savings or revenue; loss of use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities or services; downtime; claims of third parties; injury to persons or property; interruption of business; damages due to delays; costs resulting from the incorporation of the defective products into other products; defect investigations; business goodwill; extra work; or any other legal theory to the fullest extent permitted by law, even if Seller has been advised of the possibility of such damages. Buyer expressly agrees that Seller’s sole maximum liability for damages for any cause whatsoever shall be limited to the total price received by Seller for the product and when Buyer accepts the product, Buyer is precluded from seeking any other damages against Seller.

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14. INDEMNIFICATION. Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, shareholders, employees, independent contractors, agents, representatives, attorneys, successors and assigns (collectively, "Seller Indemnitees"), from any and all actions, causes of action, claims, demands, losses, obligations, liabilities, damages (including incidental, special, punitive and consequential damages), recoveries, settlements, deficiencies, costs and expenses (including, without limitation, interest, penalties, accounting fees, attorneys' fees and expert witness fees) incurred by Seller Indemnitees, known or unknown, contingent or otherwise, against Seller Indemnitees, or any of them, directly or indirectly related to or arising from any of the following: (a) these Terms; (b) possession or use of the product by Buyer or any third party (or both) including without limitation any personal injury or property damage; (c) any alteration, change or mishandling of the product by Buyer or any customer of Buyer (or both); or (d) infringement or misappropriation of any third party intellectual property, patent, copyright, trade secret, or other proprietary right (whether common law or statutory) as a result of the manufacture or use (or both) of the product. This indemnity will survive the termination or expiration of these Terms. This indemnity will not apply to any such loss, claim or damage caused solely by the intentional misconduct of Seller.

15. CONFIDENTIALITY AND PROPRIETARY INFORMATION. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary, all drawings, documents, designs, specifications, information, data, prototypes, samples, software, and other items supplied or disclosed by either party in performance of this Order shall be the confidential and proprietary information of Seller. Buyer shall hold all such information in confidence and use it solely as strictly necessary to utilize the product and shall not use for any other purpose, and shall not reproduce, distribute or disclose such confidential information to any third party without Seller's prior written consent, and shall only disclose such confidential information to employees and independent contractors who may require use of such confidential information in the performance of their duties but only if such employees and independent contractors agree to keep such information confidential and are bound by confidentiality obligations at least as strict as set forth in this paragraph. Any non-disclosure agreement signed by the parties is hereby incorporated by reference and made a part of these Terms. The confidentiality obligations of Buyer survive termination or expiration of these Terms.