

TERMS AND CONDITIONS OF PURCHASE

ALL TRANSACTIONS ARE GOVERNED BY BUYER'S TERMS AND CONDITIONS OF PURCHASE. ANY PROPOSAL OR DOCUMENT FROM SELLER THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM ANY OF INFINITE ELECTRONICS INTERNATIONAL, INC. ("BUYER") TERMS AND CONDITIONS OF PURCHASE ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY SELLER ("SELLER") SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF PURCHASE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S).

- 1. Warranty.** Seller represents that with respect to all materials, supplies and equipment (herein collectively referred to as "materials") delivered and services furnished hereunder: (i) title shall be good, merchantable, rightful and the materials free of any security interest, lien or encumbrance; (ii) that materials will be new, free from defects in material and workmanship, be of quality, size, description and dimension required by Buyer, be fit for the purpose for which they are purchased and will meet the specifications, if any, and that Seller's services will be performed in a skillful and workmanlike manner; (iii) the materials, the process by which they are made, the use for which they are designed by Seller and Buyer's use of the materials will not infringe any patent, trademark, copyright or other rights of any third parties ("Intellectual Property Rights"); and (iv) packaged to preclude damage during processing and shipping. Defective material found to be the fault of the Seller and not modified or misused by Buyer or any direct or indirect customer shall be repaired or replaced at Seller's full expense including all costs for shipping. The material warranty period shall be up to three (3) years stocking and storage at Buyers or distributors facilities followed by one (1) year after delivery is made to the customer. This express warranty shall not be deemed waived by reason of either or both the receipt of the materials and payment therefore by Buyer. The foregoing is in addition to any and all other express or implied warranties applicable to the materials purchased hereunder.
- 2. Compliance with Laws; Standards and Testing.** Seller represents and warrants that all materials furnished hereunder, and Seller's manufacturing thereof, complies with (i) all applicable laws, ordinances, rules and regulations ("Laws") and each chemical substance sold hereunder has been reported to the US Environmental Protection Agency (EPA) as required by the Toxic Substances Control Act and regulations, for inclusion in the inventory of chemical substances compiled by the Administrator of the EPA. Seller shall treat materials prior to shipment to Buyer in accordance with testing standards, quality standards, engineered drawings, markings and labels requested by Buyer and shall furnish Buyer certifications in support thereof. Seller shall follow the Infinite Electronics, Inc. [Supplier Quality Manual](#) and [Supplier Code of Conduct](#).
- 3. Indemnity.** Seller will defend, indemnify and hold harmless Buyer, its affiliates, vendors, and their officers, directors, shareholders, employees, and agents from and against any and all loss, liability and expense by reason of (i) any actual or alleged violation of Laws, (ii) any actual or alleged infringement of Intellectual Property Rights, (iii) injury, death or property damage resulting, in whole or in part, from any negligent act or omission on the part of the Seller or which may result from the installation, operation or use of the materials furnished hereunder, (iv) a defect in the manufacture or design of the materials supplied hereunder, or (v) any breach or alleged breach by Seller of any representation, warranty, or other provision of these terms and Conditions of Purchase. Upon notification, Seller shall promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Buyer or any of its subsidiaries, affiliated companies, agents and

vendors in connection with the above, or for alleged unfair competition resulting from similarity in design, trademarks, or appearance of the materials or equipment. Seller shall further indemnify and hold Buyer, its subsidiaries, affiliated companies, agents and vendors harmless from any and all expenses, losses, claims, royalties, profits, and damages, including court costs and attorneys' fees, resulting from the bringing of such suits or proceedings or the threat thereof and from any settlement, decree or judgment therein. Buyer reserves the right to control any such suit or proceeding.

- 4. Cover; Delivery.** In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby. The dates of delivery and quantities specified herein are of the essence for this order and delivery must be effected within the specified time period. If deliveries are not made on time and in the quantities specified, Buyer reserves the right to cancel and to purchase the materials and/or services elsewhere and hold Seller accountable therefore. Seller shall cooperate with Buyer in respect to all customs formalities applicable to the import or export of the materials, shall be responsible for determining proper import or export classifications, and shall provide Buyer documentation to Buyer's satisfaction for such classifications.

The ship date shall be the date designated by Buyer in a purchase order (designated as "promise date"), blanket release, or other writing. If the purchase order designates a "delivery by" date, then the Seller is required to assign a ship date that ensures delivery to the required facility by the delivery by date. The parties agree that in the event the Seller fails to ship any order for material on the required ship date, Buyer, in addition to other rights or remedies it may have, shall be entitled, at its option, to cancel the order/release for the material which was not timely shipped without any obligation or liability to Seller and to purchase such material from a third party. Delivery terms are referenced on the purchase order. If no other delivery terms are specified in the purchase order, the Seller shall deliver the material to Buyers Delivered Duty Paid Incoterms 2021 (DDP). Buyer accepts no liability for goods which have been delivered in excess of written purchase order or release and such goods can be returned, shipping charges collect, to the Seller at its expense. Partial deliveries shall only be permissible if expressly agreed to in writing. If delivery is not completed pursuant to Buyer purchase order or delivery schedule, Buyer may take such actions as it deems necessary to meet schedules, including expedited shipping and routing at the Seller's cost and expense. The Seller shall immediately report any event, occurred or anticipated, which may reasonably affect shipping on time. Order acknowledgement and confirmation of shipping dates are required for all purchase orders.

- 5. Prices.** Orders shall not be filled at prices higher than those quoted or charged to Buyer or specified herein. Buyer shall make payment for conforming material at the price and payment terms stated in the Purchase Order (PO). Unless otherwise specified in the PO, payment shall be made within ninety (90) calendar days from the date of receipt of a properly rendered invoice. Fluctuations in exchange rates or charges with regard to material surcharges shall be borne by the Seller. All prices are inclusive of statutory value-added tax (VAT) if not shown separately. Unless otherwise agreed in writing, prices include packaging, labeling, crating, taxes, and duties. Unless otherwise agreed to in writing, Seller expressly assumes all risks of any event or cause (whether foreseeable or not) affecting such prices, including any foreign exchange rate charges, increases in raw material costs, inflation, increase in labor, and other manufacturing costs.
- 6. Taxes / Records.** Seller is solely responsible for filing all required tax forms and paying applicable federal, state, and local taxes related to payments under this agreement. Seller will assist Buyer in any government audit. Buyer is not responsible for withholding or paying any taxes or fees on behalf of Seller.

- 7. Inspection and Rejection.** Materials are subject to inspection, test, and acceptance by Buyer and the ultimate purchaser. Buyer shall have a reasonable number of days from the date of arrival to inspect the materials and notify Seller of any non-conformity to the order specifications (including quantity and delivery dates). Such inspection may not occur until final sale of the materials to Buyer's customers. Buyer reserves the right to reject any material, even after delivery and inspection at customer's site, which does not fulfill the specifications of the order or time of delivery and (i) return rejected materials to Seller at Seller's risk and expense for full credit at the order price without prejudice to any right to other damages for such breach, (ii) to require Seller at Seller's expense to replace rejected materials at the unit price of this order, or (iii) consider this order breached as to the rejected quantity and cancelled as to any unfulfilled portion of this order, and to hold Seller liable for such breach and cancellation. Seller is not relieved of the responsibility imposed by this clause, either as to proper packaging, quantity of materials or specifications, by reason of acceptance by Buyer.
- 8. Choice of Law.** This Agreement between Buyer and Seller shall be construed, and the respective rights and duties of Buyer and Seller shall be determined, according to the laws of the State of Delaware, without giving effect to its principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 9. Payment and Invoicing.** Invoices and bills of lading showing full routing should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate. Buyer shall be entitled to a three percent (3%) discount off the total invoice amount if payment is made within forty-five (45) days from the date of receipt by buyer of a proper invoice from seller. If Buyer does not make payment within forty-five (45) days, the full invoice amount shall be due and payable within ninety (90) days from the date of receipt by Buyer of a proper invoice from Seller.
- 10. Force Majeure.** Any event or circumstance beyond a party's reasonable control that prevents or delays that party from performing its obligations under this Agreement, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots; (d) war, threat of or preparation for war, armed conflict, or trade war (e.g., tariffs, embargoes, sanctions); (e) nuclear, chemical or biological contamination; (f) any law or government order, rule, regulation or direction, or any action taken by a government or public authority; (g) collapse of buildings, fire, explosion or accident; (h) any labor or trade dispute, strikes, industrial action or lockouts; and (i) interruption or failure of utility service; such party, upon prompt notice to the other party (and in the case of buyer, prior to actual shipment), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, delivers so omitted shall be made upon notice thereof to seller, upon cessation of such contingency.
 - (i) **Notification.** The party experiencing the Force Majeure Event (the "Affected Party") shall promptly notify the other party in writing, providing: (a) a detailed description of the Force Majeure Event; (b) the estimated duration of the delay or non-performance; and (c) the anticipated impact on its obligations under this Agreement.
 - (ii) **Duty to Mitigate.** The Affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.

- (iii) Suspension of Obligations. The Affected Party's obligations under this Agreement shall be suspended for the duration of the Force Majeure Event. The Affected Party shall resume performance as soon as reasonably possible after the removal of the Force Majeure Event.
- (iv) Renegotiation of Terms. If a force Majeure Event continues for more than thirty (30) days and significantly alters the economic balance of the Agreement, either party may request renegotiation of the affected terms by providing written notice to the other party. The parties shall then: (a) Promptly commence good faith negotiations to adjust the affected terms; (b) Consider reasonable alternatives to restore the economic balance; (c) Document any agreed changes in a written amendment to this Agreement.
- (v) Failure to Reach Agreement: if the parties fail to reach an agreement on revised terms within fifteen (15) days of the renegotiation request, either party may terminate this Agreement by providing fifteen (15) days' written notice to the other party.

11. Assignment. Seller may not assign this purchase order or any of Seller's obligations hereunder without Buyer's written consent.

12. Amendments and Modifications. Buyer may, in writing, direct changes within the general scope of this Purchase Order (PO) in any of the following areas: (a) technical requirements, specifications, statement of work, drawings, or designs; (b) shipment or packing methods; (c) place of delivery, inspection, or acceptance; (d) reasonable adjustments in quantities or delivery schedules or both; (e) terms and conditions of this PO required to meet Buyer's obligations under its customer contracts or subcontracts; and, (f) if this PO includes services: (i) description of services to be performed; (ii) time of performance; and (iii) place of performance. Seller shall comply promptly with such written direction. No change pursuant to this Section shall authorize any modification of or amendment to the terms and conditions of this PO except as expressly set forth in this Section 11.

If any change directed by Buyer increases or decreases the cost or time required to perform this PO, the Parties shall negotiate an equitable adjustment in the price, schedule, or both. Buyer shall document such adjustment in a written modification to this PO. Seller must assert any claim for adjustment in writing to Buyer within thirty (30) days and deliver a fully supported proposal within sixty (60) days after Seller's receipt of Buyer's change direction. Buyer may, in its sole discretion, consider claims submitted after these timeframes. For property made obsolete or excess by the change, Buyer may direct the disposition of such property. Seller bears the burden of proving the amount of its equitable adjustment claim, and Buyer shall have the right to audit and verify such claim. Seller's obligation to perform in accordance with Buyer's direction shall continue during any negotiations regarding adjustment.

If Seller believes that Buyer's conduct constitutes a change to this PO, Seller shall promptly notify Buyer in writing, describing the nature of such conduct and its effect on Seller's performance. Seller shall not implement any such perceived change until receiving written direction from Buyer.

13. Insurance. Seller shall maintain at its own expense at all times while performing hereunder occurrence-based liability insurance and product-liability insurance with a reputable and financially responsible carrier(s) satisfactory to Buyer for coverage in amounts not less than USD 1 million per occurrence, USD 2 million in aggregate, and all other insurance required by applicable law.

Commercial General Liability (CGL) Insurance. Coverage must be on an occurrence form (ISO CG 00 01 or equivalent) with the following minimum limits: USD 1 million per occurrence; USD 2

million general aggregate; USD 2 million products/completed operations aggregate; and USD 1 million personal and advertising injury. This coverage must include protection for bodily injury, death, property damage, personal injury, contractual liability, independent contractors, broad-from property damage, and products/completed operations.

Errors and Omissions (E&O) or Professional Liability Insurance. If the sellers' work involves product or process design services, this coverage is required with the limits of at least: USD 1 million per claim or occurrence; and USD 2 million annual aggregate. For claims-made policies, equivalent coverage must be maintained for at least three (3) years after the termination of order.

Cyber/Privacy Liability or Network Security Insurance. If the Sellers services involve cyber-related risks, the Seller must maintain Cyber Liability insurance covering network security and privacy risks. This includes coverage for data breaches, virus or malicious code introduction, consumer notification, forensic investigations, public relations, credit monitoring, unauthorized access, information theft, privacy breaches, cyber extortion, and related regulatory fines or penalties. The policy coverage amount must be a minimum limit of USD 5 million per claim/aggregate; include coverage for claims arising from the Sellers or subcontractors services under the order.

Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least 10 days prior written notice to Buyer by the insurance company of cancellation or material modification.

14. Seller's Representatives. If Seller's employees, subcontractors, consultants, or other representatives under Seller's control perform any services at Buyer's premises or at Buyer's direction at the premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is performed free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

15. Termination. In the event of (i) any proceeding voluntary or involuntary in bankruptcy or insolvency by or against Seller, or in the event of an appointment of a receiver or assignee for the benefit of creditors, with or without Seller's consent, or (ii) any change in control and/or ownership of Buyer, Buyer may cancel any unfilled part of this order without any liability whatsoever on Buyer's part, or (iii) if a Force Majeure Event continues for more than thirty (30) consecutive days, either party may terminate this Agreement by giving fifteen (15) days' written notice to the other party, regardless of whether renegotiation has been requested or is ongoing.

All of the provisions of the order shall survive the termination (whether for convenience or default), suspension, or completion of the order, unless they are clearly intended to apply only during the term of the order.

If any part of the order is void, illegal, or unenforceable under applicable law or regulation, it will be enforced as far as permitted and the rest remains valid. If this occurs, Seller agrees to negotiate a lawful replacement provision with a similar intended effect.

16. Buyer's Property. All tools, dies, patterns, designs, molds, drawings, specifications, and other data or papers, and the like furnished by Buyer to Seller in connection with this order by Buyer remains the property of Buyer. In the event materials furnished by Buyer to Seller include any intellectual



property of Buyer, Seller is granted a non-exclusive, non-transferable, non-sublicensable and non-assignable license required only for the production of materials under this order, and shall use Buyer's intellectual property only for that purpose. Except for this license, no right, interest, ownership or privilege of use of Buyer's intellectual property shall inure to the benefit of Seller.

- 17. No Waiver.** Buyers' decision not to enforce strict compliance with any part of the order does not waive any of its rights, which remain in full effect. Waiving one right does not waive others or any default under the order.
- 18. Dispute Resolution.** Any dispute, controversy or claim arising out of or related in any way to this purchase order, these Terms and Conditions of Purchase, and/or any related contract, including but not limited to the validity, scope and enforceability of this clause, which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of 3 arbitrators sitting in Wilmington, New Castle County. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Delaware. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.