



Terms & Conditions of Sale

The sale of products and services ("Products") by Zollner Electronics Inc., Zollner Electronics Costa Rica Ltda., and Electronic Instrumentation and Technology, LLC ("Zollner") to a customer ("Customer") are subject to these terms and conditions ("Agreement") regardless of other terms or conditions in any purchase order, document, or other communication of Customer ("Order"). Zollner objects to and rejects any additional or different terms or conditions in Customer's Order. In the event of conflicting terms and conditions, the terms and conditions of Zollner shall take precedence. This Agreement may only be modified in writing and signed by authorized representatives of both Zollner and Customer.

0. CONFIDENTIAL AND PROPRIETARY INFORMATION; OWNERSHIP.

Customer and Zollner agree to adhere to normal confidentiality and secrecy standards and practices with respect to all information received from each other except information which (a) at the time of its disclosure is in the public domain, (b) after disclosure becomes part of the public domain by publication or otherwise through no fault of the party bound to keep such information confidential, (c) which either the Customer or Zollner can show was in its possession at the time of disclosure or received by such party after disclosure from a third party who did not require Customer or Zollner to hold it in confidence and did not acquire it from the other party under an obligation of secrecy. Upon termination, each party will return all written information and software received under the Agreement from the other. Information contained in backup systems will be deleted in the normal course of business. Customer or Zollner must not return copies the retention of which is required under mandatory provisions of law in order to fulfill the legal obligations of Customer or Zollner or to defend its legally protected interests, in particular the performance of public law obligations, pursuing claims, or defending against claims. The parties agree to maintain the confidentiality of all such information and take all appropriate measures to do so such as, but not limited to, informing all persons having access to such information of its confidential nature.

1. ORDERS.

Unless otherwise stated on the quote, Zollner's quotes are invitations to tender and are subject to change at any time without notice. All purchase orders are subject to acceptance by Zollner. Contracts between Customer and Zollner are formed upon Zollner's written acceptance, if not stipulated otherwise in specific agreements (such as but not limited to Electronic Data Interface (EDI) processes), and are subject to this Agreement. All orders for Products are binding and can not be cancelled or rescheduled without costs.

2. PRICES.

Unless otherwise stated on Zollner's proposal, quote, or invoice, prices are for Products only. They do not include taxes, freight, duties, tariffs, or any other charges or fees for additional services (collectively "Additional Fees"). Unless otherwise stated on Zollner's proposal, quote, or invoice, the Customer is responsible for any and all Additional Fees. Prices are subject to change due to manufacturers' price increase, change in exchange rate, or quoting errors.

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3. PAYMENT TERMS; TAXES.

All payments made to Zollner for the Products sold under the Agreement shall be made to the address as set forth in the invoice. Every payment is due as stated on Zollner's invoice without offset or any deduction for withholding taxes or any other reason. Late payments shall be subject to interest on the unpaid balance from the due date to the date of payment up to eighteen (18) percent per annum or the maximum rate permitted by applicable law, plus reasonable attorney fees and collection costs, with a minimum fee of forty (40) USD. Zollner may change in reasonable cases Customer's payment terms at any time. If Customer does not pay on time, Zollner may reschedule or cancel any outstanding delivery or Order and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, Customer credits, if any provided by Zollner, will expire within twelve (12) months.

4. DELIVERY.

Unless otherwise stated by Zollner in writing, all deliveries by Zollner are FCA Zollner's location (Incoterms 2020). The delivery dates from the offers and the order confirmations are expected delivery dates only and are subject to correct and timely self-delivery to Zollner by Zollner's suppliers.

Zollner reserves the right to determine the production location and to engage subcontractors if necessary.

5. TITLE.

Title shall pass to Customer upon full payment for the Product by Customer. In case of an onwards sale, Customer assigns all rights in the related receivables to Zollner until Customer has made payment in full. Once the Product is processed or combined with other items ("Processed Product"), Zollner's retained title transfers to a share in the title in the Processed Product reflecting the value of the Product relative to the value of the Processed Product.

6. WARRANTY.

6.1 MANUFACTURER'S WARRANTY: The Products delivered by Zollner are considered as free from defects if they comply with the

- samples released by Customer,
- technical documentation and delivery specifications stipulated by Customer,
- quality requirements concluded between Zollner and Customer.

Zollner makes no other warranties, neither express nor implied, such as warranty of merchantability and fitness for purpose. The warranty period shall be one (1) year calculated from the date of delivery. Zollner provides warranty on workmanship provided by Zollner. This warranty covers processes used by Zollner to assemble the Product. Customer waives any possible liability and warranty claims in the event of related defects of material or design. In a case of defects in materials, both parties shall discuss in good faith an assignment of possible claims to Customer. Customer shall indemnify Zollner and hold Zollner harmless against damages, costs and third party claims in case of design and material defects.

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6.2 INCOMING GOODS INSPECTION:

Customer is obligated to conduct a comprehensive incoming goods inspection of the Product immediately upon receipt.

6.3 REMEDIES; PROCEDURES; LIMITATIONS:

If, during the Warranty Period, Customer notifies Zollner that the Product provided by Zollner is not in good working order or materially fails to conform to the drawing or specifications provided by the Customer at the time of purchase of the Product, Zollner shall, at its expense, rework, repair, or replace the Product. Notice of any warranty claim by Customer shall be given to Zollner promptly and in writing at the address set forth in the invoice.

Zollner shall neither be obligated to provide, nor be liable for any other or additional remedy and Zollner's sole obligation shall be limited to making such repairs and replacements as Zollner deems necessary or proper to place the product in good working order and in conformity with the drawings and specifications only. Zollner's liability for any breach of its obligation to rework, repair, or damages customer actually incurs and shall not exceed the agreed price for the product.

6.4 Zollner shall have no other liability to customer in connection with the product, whether claimed in contract, equity, tort (including negligence, gross negligence, or strict liability) or otherwise, for or resulting from any products provided or any errors or omissions. Zollner makes no other warranty, express or implied, such as warranty of merchantability, re-sell, use, obtain permits, or licenses for any intended use of the product, fitness for purpose, or non-infringement. Unless warranted as described in this section 6, products are provided "as is".

6.5 All warranty and liability claims shall be time-barred twelve (12) months from the time of delivery of the non-conforming Products.

6.6 The limitations of warranty and liability described in this section 6 and the following section 7 shall apply to the extent not prohibited by the applicable law.

7. DISCLAIMER OF CONSEQUENTIAL DAMAGES.

Notwithstanding anything to the contrary herein, Zollner disclaims and shall not be liable for any special, incidental, indirect, or consequential damages, (or equivalents thereof no matter how claimed, computed, or characterized), arising out of or in connection with the agreement, its subject, or its performance or breach of performance by Zollner, regardless of whether any such liability shall be based upon breach of contract, tort (including negligence, gross negligence, and strict liability) violation of law, or otherwise and whether the claim is brought at law or in equity. By way of example of the foregoing disclaimer, but without limiting in any manner its scope or application, Zollner shall not be liable for all or any part of the following losses, costs or expenses, no matter how claimed, computed, or characterized: lost profit or revenue, lost return on investment, cost of capital, lost operating time or production, lost reduced use or value of any facilities (including existing facilities), or any portion of any facilities, expense of replacement Products or power, or increased costs of operations or maintenance. The foregoing disclaimer shall be effective without regard to Zollner's performance or failure or delay of performance under any other term or condition of the Agreement, including, without limitation, those contained in Paragraph 6. This disclaimer shall be enforceable whether or not any limitation of remedies described herein is deemed to have failed in its essential purpose.

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8. FORCE MAJEURE.

"Event of Force Majeure" means an act of God including but not limited to fire, flood, earthquake, windstorm, or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgement, order, decree, embargo, blockage, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of transportation of any personnel equipment, machinery supply or material required by Zollner for the purposes of this contract; breach of contract by any essential personnel; any other matter or cause beyond the control of Zollner. Zollner shall be entitled by notice to the Customer to cancel the contract if any Event of Force Majeure shall prevent Zollner from performing.

Neither party will be liable for any delay in performing or failure to perform any of its obligations under the contract caused by any Event of Force Majeure. However, any delay or failure by a sub-contractor or supplier of Zollner will not relieve Zollner from liability for delay or failures except where that delay or failure is also beyond the reasonable control of the sub-contractor or supplier concerned.

The party claiming the Event of Force Majeure will promptly notify the other party in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

If the party claiming the Event of Force Majeure has complied with clause 3, its performance under the contract will be suspended for the period that the Event of Force Majeure continues and the party will have an extension of time for performance which is reasonable and in any event equal to the period of delay or stoppage.

As regards such delay or stoppage:

- a) any costs arising from the delay or stoppage will be borne by the party incurring those costs; and
- b) the party claiming the Event of Force Majeure will take all necessary steps to bring that event to a close or to find a solution by which this contract may be performed despite the Event of Force Majeure.

If the delay or stoppage continues for more than 60 continuous days, both parties will discuss in good faith possible solutions and alternatives;

9. EXPORT CONTROL.

Certain Products and related technology ("Items") sold by Zollner are subject to export control regulations of the United States, the European Union, Japan, and/or other countries, excluding boycott laws ("Export Laws"). Customer shall comply with such Export Laws and obtain any license, or permit, or other approval required to transfer, export, re-export, or import the Items. Customer acknowledges that related technology consists of "Technical Data" and "Technical Assistance". Technical Data may be in the form of blueprints, plans, diagrams, models, tables, engineering, design and specifications, manuals and instructions, written or recorded on media or devices such as disk, tape, or read-only memories. Technical Assistance may be in the form of instructions, skills training, working knowledge, or consulting services. Customer shall not directly or indirectly export, re-export, or transfer (or cause to be exported, re-exported, or transferred) any Items to any country, jurisdiction, individual, corporation, organization, or entity to which such export, re-export, or transfer is restricted or prohibited by Export Laws, including sanctions or embargoes administered by the United States Government, the European Union, Japan, or by any other applicable government authority.

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Customer shall indemnify Zollner in full against any and all claims asserted against Zollner by authorities or other third parties due to non-compliance with the above export control obligations by Customer and undertakes to compensate us for all damages and expenses incurred by us in this connection and to pay a penalty, the amount of which is left to the decision of a competent court, to Zollner.

10. ENVIRONMENTAL COMPLIANCE, CODE OF CONDUCT.

Where applicable, Customer is responsible for all obligations and liabilities under the European Union's (i) Waste Electrical and Electronic Equipment Directive (2012/19/EU), (ii) Packaging Waste Directive (94/62/EC), and (iii) Batteries Directive (2006/66/EC), all as amended and all related national implementing measures in force from time to time.

Zollner has a "Guideline on the Prohibition and Declaration of Substances" which is available at "Material Compliance" at www.zollner.de.

As a globally acting company, we affirm our commitment to social responsibility. This is a critical part of the Zollner corporate culture to contribute to sustainable development for our and future generations. Our self-commitment to ecological, social, and ethically responsible corporate management regulates our corporate behavior in every matter. In doing so, we remain keenly aware of our corporate responsibility to respect human rights and the respective environmental laws in our company and the supply chain.

Our expectations for responsibility can be seen in our activities regarding Quality, Environment and Energy, Occupational Safety, Health, Information Security, Business Ethics, and Social Engagement. We have described this in our corporate policy and our Code of Conduct.

The Zollner Group of companies is committed to the observance of the rules and regulations listed here. In all of our activities, we act in full compliance with all applicable laws, regulations, and directives of the countries in which we are doing business.

As the basis for long-term and trusting collaboration, we also expect adherence to these basic principles of conduct by our partners and that they appropriately address this along the entire supply chain.

11. GENERAL.

A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the Zollner entity that accepted Customer's Order ("Governing Country") is located without reference to the conflict of laws principles, if not stipulated otherwise in this section.

If the Governing Country is the United States of America, the laws of the State of New York shall apply. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.

If the Governing Country is Costa Rica, the laws of Costa Rica shall apply. The legal venue shall be Cartago, Costa Rica.

The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this agreement.

B. Subject to the following sentence, neither party may assign, delegate, sub-contract, mortgage, charge, or otherwise transfer any or all of its rights and obligations under this agreement without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this agreement.

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C. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law. The unenforceability or invalidity of any term or condition will not affect the remainder of the terms or conditions.

D. Products, including Software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights, and user licenses, and Customer shall comply with such rights.

E. Customer shall comply with all applicable laws, rules, and regulations, including, but not limited to anticorruption laws such as U.S. Foreign Corrupt Practices Act, UK Bribery Act, and local implementation legislation of the OECD Anti-bribery Convention.

F. Customer shall collect, process, store, and transfer all personal data provided by Zollner under this Agreement in strict accordance with all applicable law including, but not limited to, the California Consumer Privacy Act of 2018 and related regulations ("CCPA"), and EU data protection principles and requirements. Customer shall use and store personal data solely for the purpose of facilitating communication and collaboration and for purchasing Products from Zollner under this Agreement and for no other purposes. Customer shall implement and maintain security procedures and practices appropriate to the nature of the personal data it collects, processes, stores, or transfers consistent with industry best practices. If personal data of EU residents is being transferred to countries outside the EU / EEA, Customer shall ensure by appropriate means that such personal data continues to be handled and processed in accordance with the data protection principles of purpose limitation and necessity; data accuracy, data quality and proportionality; data security and confidentiality. Rights of data subjects (access, rectification, deletion, and objection) must be ensured. In addition, Customer shall reasonably assist Zollner to promptly comply with inquiries it receives under applicable data protection laws. In the event Customer discovers or is notified of a data breach involving personal data provided by Zollner, Customer shall notify Zollner of the data breach as soon as practicable, but no later than twenty-four (24) hours after Customer became aware of the data breach. Customer shall take all actions necessary to contain the data breach and provide Zollner with all reasonably necessary information on the data breach and remedial actions. As required by the CCPA, Customer certifies its understanding of the obligations and restrictions in this Section and its compliance with such obligations and restrictions.

G. Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses, or conformance with legal or other requirements) is provided by Zollner on an "AS IS" basis and does not form a part of the properties of the Product. Zollner 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. Zollner recommends Customer to validate any Product Information before using or acting on such information. All Product information is subject to change without notice. Zollner is not responsible for typographical or other errors or omissions in Product information. Zollner shall have no liability for any representation or information that is not a part of this Agreement.

H. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any right or remedy.