



Terms of Purchase

Last updated: May 2022

These terms and conditions of the entity identified on the first page of the purchase order, Precisional LLC, or a subsidiary or affiliate thereof, along with the written information on the face page of this purchase order, any attachments or exhibits, and all specifications (per Buyer's part number), drawings, instructions or other written materials and information referenced therein, will apply to the purchase of the Items described in this purchase order, and are incorporated and made a part hereof (collectively referred to as "**PO**"). This PO is Buyer's offer to Seller upon the PO terms and conditions (the "**Terms**") and is not an acceptance by Buyer of any offer to sell. Seller will be deemed to have accepted this PO and assented to all of its Terms upon the earlier of Seller's written acceptance of the PO or Seller's commencement of performance. This PO expressly limits acceptance to its Terms. If a separate purchase agreement exists between Seller and Buyer regarding the Items covered by this PO, the terms of such agreement will prevail over any inconsistent Terms in this PO.

1. Definitions. "**Buyer**" means Precisional LLC or any other company identified on the first page of this PO, "**Seller**" means the person, firm or company identified on the face of this PO. "**Item(s)**" means the goods and/or services to be furnished by Seller to Buyer as set forth on the face of this PO. "**Blanket PO**" means a PO that defines all specifics of a purchase except the quantity and delivery dates, which are later communicated in writing by Buyer to Seller. "**Release**" means Buyer's PO authorizing Seller to ship a definite quantity of Items scheduled for delivery on a specified date. "**Estimated Usage**" or "**Forecast(ed) Quanti(ty)(ties)**" means the quantity of Items for which Buyer reasonably expects to issue Releases under its PO.

2. Pricing

2.1 Prices and costs of carriage set forth on the face of this PO or on an attached exhibit will not be increased without Buyer's written consent. Applicable taxes and other government-imposed charges such as duties, customs, fees, tariffs or other surcharges based upon sale or use must be stated separately on Seller's invoice.

2.2 If Seller decreases prices for its products and services that are comparable in quantity, form and function to the Items sold to Buyer hereunder, Seller shall adjust the price of all such unshipped or unperformed Items to the lower prices.

3. Invoicing and Payment

3.1 Seller may submit invoices to Buyer's Accounts Payable Department at the address on the front of this PO no earlier than upon shipment or completion of services. Invoices

must specify the PO number, order line-Item number (if any), part number, description, quantity, unit price, date of shipment, and such other information as may be reasonably requested by Buyer from time to time.

3.2 Unless otherwise specified in this PO, payment will be net forty-five (45) days from date of invoice, provided that Buyer receives Seller's correct and valid invoice, and further provided that the Items have been delivered or performed in accordance with this PO and Buyer has accepted them. Buyer is entitled at all times to set-off any amount (e.g., price or cost adjustments) owing from Seller to Buyer or any of its affiliates against any amount payable at anytime by Buyer under this PO.

4. Forecasts, Releases and Scheduling

4.1 If this PO constitutes a Blanket PO, any Item quantities designated as Estimated Usage(s) or Forecast(ed) Quant(y)(ies) are provided for Seller's planning purposes only and are not binding purchase commitments. Only Releases represent Buyer's obligation to purchase under the Blanket PO. If this PO constitutes a Blanket PO with scheduled Releases, Seller shall acknowledge each Release promptly in writing to Buyer.

4.2 Upon 15 days written notice to Seller, Buyer may reschedule any Release in whole or in part at no additional charge. Further, Buyer may place any portion of the PO on hold by notice which shall take effect immediately upon receipt. Items placed on hold will be rescheduled for delivery within a reasonable time.

5. Cancellation/Termination for Convenience. Buyer may, by notice, terminate this PO in whole or in part at any time and for any reason. No charge will be imposed for cancellation of orders for Seller standard Items not unique to Buyer. Buyer's sole liability for cancellation of orders for Items unique to Buyer's design and/or specification ("**non-standard Items**") will be as follows: Any claim for order cancellation charges for non-standard Items must be submitted in writing by Seller to Buyer's purchasing officer associated with this PO within 30 days following receipt of Buyer's notice. Seller's claim may include (i) the cost of unique work in process, (ii) the cost of paying claims to Seller's vendors for work in process and materials directly allocable to Items cancelled and which cannot be delivered to other customers of Seller or returned to Seller's vendors. Seller shall wherever possible place such work in process or materials in inventory and sell it to, or use it for other customers. In no event will such claim or Buyer's liability exceed the total purchase price that Buyer would have paid under this PO for the Items cancelled. Upon payment of Seller's claim Buyer will be entitled to receive all work and materials paid for. Buyer reserves the right to inspect Seller's work in process and to audit all relevant documents prior to paying Seller's claim.

6. Cancellation/Termination for Default. If Seller fails to deliver Items on time, to replace or correct non-conforming Items, or to perform any other obligations under this PO, Buyer may by written notice of default and without liability to Buyer: (i) cancel this PO, in whole or in part, and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's default, or (ii) obtain the Items ordered hereunder from another source with any excess cost resulting

therefrom chargeable to Seller, if such default(s) are not cured by Seller within 10 days of Buyer's notice. Buyer further reserves the right, by written notice of default and without liability to Buyer, to cancel and terminate this PO in whole or in part without liability to Buyer for any of the following: (i) the institution of insolvency, receivership or bankruptcy proceedings against Seller; (ii) Seller's making an assignment for the benefit of creditors; or (iii) Seller's dissolution, liquidation or ceasing to do business in the normal course.

7. Effect of Cancellation/Termination. Upon any notice of cancellation or termination hereunder, Seller shall immediately discontinue work and cease placing of orders for materials for that portion of the PO cancelled or terminated, but shall continue to supply any portion of this PO not cancelled or terminated and any other outstanding POs or contracts between Buyer and Seller. Upon cancellation or termination of this PO (in whole or in part) for any reason, at Buyer's request Seller shall transfer title and deliver to Buyer any completed Items, and any partially completed Items and all unique materials. The price for partially completed Items and unique materials so accepted will be mutually agreed to by the parties pursuant to good faith negotiations, but will in no event exceed the per Item PO price.

8. Packing and Shipment. Seller shall pack all Items for shipment in the manner specified by Buyer or, absent such direction, in a manner that follows good commercial practice, is acceptable to common carriers for shipment at the lowest rate and is adequate to ensure safe arrival. Buyer will notify Seller of the method of shipment. If no instructions are given, Seller shall select the least expensive method. Seller must mark all containers in compliance with Buyer's Bar Code Requirements Doc. #56723-DP. Items and documentation shipped must comply with the import/export laws and regulations of the SHIP TO: location. Seller must include a duplicate set of shipment documentation inside the shipment container, or the first container of multiple container shipments.

9. Delivery. Seller must deliver Items strictly in accordance with the schedule and quantities set out or referred to in this PO or Release. Time is of the essence of this PO. Unless otherwise specified in this PO, delivery shall be FCA Seller's Facility (Incoterms 2010) during Buyer's normal business hours or as otherwise instructed by Buyer. Buyer shall insure against normal risks of transportation. Title and risk of loss or damage to all Items covered by this PO will pass to Buyer upon delivery to the specified delivery location, subject to Buyer's right to reject and return non-conforming Items at Seller's risk and expense. If Seller expects to make a delivery that is not on time, Seller shall promptly notify Buyer in writing and (provided that the delay is due to no fault of Buyer) Seller shall (at Seller's expense) employ accelerated measures to meet the specified delivery date or minimize the delay. Buyer's acceptance of a delivery delay notice will not be construed as a waiver of any Buyer right or remedy.

10. Inspection and Acceptance. Each Item is subject to inspection and test by Buyer (or its authorized contract manufacturer) upon or after delivery to verify conformance to specifications and material and workmanship requirements. If Buyer rejects any Items, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the PO in its entirety; (b) accept the Items at a reasonably reduced price; or (c) reject all or a portion of the Items and require replacement of the rejected Items. If Seller fails to timely deliver

replacement Items, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this PO. The making of payment will not prejudice Buyer's right of rejection. Upon reasonable notice and at mutually agreeable times, Seller shall permit Buyer to conduct source inspections and/or testing on Seller's premises, and Seller shall provide Buyer's of good material and workmanship, free from defects (latent or patent) and be fit and sufficient for the purpose intended; and (iii) be delivered free and clear of any liens or encumbrances. The foregoing warranties are in addition to all other warranties, whether express, implied or statutory and will survive delivery, inspection, acceptance and/or payment by Buyer.

11. Warranty

11.1 Seller warrants that the Items covered by this PO will (i) conform to applicable specifications, instructions, drawings, data, Seller samples and other requirements of this PO; (ii) be merchantable, of good material and workmanship, free from defects (latent or patent) and be fit and sufficient for the purpose intended; (iii) be delivered free and clear of any liens or encumbrances; and (iv) not infringe or misappropriate any third party's patent or other intellectual property rights. The foregoing warranties are in addition to all other warranties, whether express, implied or statutory and will survive delivery, inspection, acceptance and/or payment by Buyer.

11.2 If, (due to no fault of Buyer), any of the Items furnished by Seller do not meet the warranties specified herein or otherwise applicable, Buyer may within one (1) year after its acceptance of the Items (or for such longer period of time as the Items are normally warranted by Seller), at Buyer's option, require Seller to promptly repair, replace or refund the cost of all non-conforming Items at Seller's sole cost and expense (including, without limitation, all transport costs). Any repaired Items shall incorporate the most recent engineering changes adopted by Seller. These remedies are in addition to all other remedies at law or in equity or under this PO. All warranties/remedies run to Buyer and its customers.

12. Patents, Copyrights, Trade Secrets, Trademarks, Product Liability. Seller shall, at its own expense, promptly defend, indemnify and hold harmless Buyer, its successors, assigns, customers and users of its products from and against all costs, expenses (including attorney's fees), and liability incurred due to actual or alleged (i) infringement of any patent, copyright, trade secret, trademark or other intellectual property right or (ii) personal injury or property damage, arising from the use, sale or distribution of the Items. If an injunction issues under any infringement claim, Seller agrees at its expense to promptly (a) procure for Buyer and its customers the right to continue using the Items, (b) modify the Items so that they become non-infringing while retaining existing functionality, or (c) replace the Items with non-infringing products/services of equivalent functionality. The indemnification provisions herein shall not apply to infringement resulting solely from Seller's compliance with Buyer's written design specifications (where provided) or Buyer's gross negligence or willful misconduct.

13. Changes and Configuration. Buyer's specifications (per Buyer part number) for each Item are made part of this PO. Seller shall not change the specifications,

manufacturing process or the site of manufacture or sourcing of any Items without Buyer's prior written approval. Seller shall cooperate with Buyer to provide configuration control and traceability systems for Items supplied under this PO, as applicable.

14. Compliance

14.1 Seller shall comply with all federal, state and local laws and government rules and regulations of the United States and other countries applicable to Seller's manufacture, sale, import or export of the Items (inclusive of packaging and marking) or the performance of services covered by this PO, including but not limited to: the import and export laws/regulations of the United States Government or any agency, the United States Foreign Corrupt Practices Act of 1977 as amended pursuant to the 1988 Amendments and the International Anti-Bribery and Fair Competition Act of 1998, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Kingdom Bribery Act of 2010, and comparable laws/regulations of other countries, as applicable. Likewise, Seller shall comply with all Environmental Regulations governing the manufacture, use and distribution of the Items furnished under this PO at Seller's own expense. For this purpose, "**Environmental Regulations**" means all laws, regulations, directives, ordinances, orders and decrees of any kind, adopted or implemented in any country, state, region or jurisdiction governing: (i) the use of hazardous substances; (ii) waste electrical and electronic equipment; (iii) conflict minerals; (iv) batteries, accumulators and waste batteries and accumulators; (v) packaging and packaging waste; and (vi) the registration, evaluation, authorization and restriction of chemicals. Environmental Regulations include, but are not limited to Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011, Restriction on the Use of certain Hazardous Substances in Electrical and Electronic Equipment, amended in Directive (EU) 2015/863, as may be further amended ("**EU RoHS**"), European Directive (EC) No 1907/2006 on the Registration, Evaluation, Authorization and restrictions of Chemicals ("**EU REACH**"), China Order No. 32, 2016, Administrative Measures for the Restriction of Hazardous Substances in Electrical and Electronic Products ("**China RoHS**") and notification of use of "Conflict Minerals" under Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act, each as amended. Seller shall provide written certification and proof of its compliance under this Section 14.1 upon request. Seller will defend, indemnify and hold Buyer harmless against any liability (including attorney's fees) arising out of Seller's failure to meet any of its foregoing compliance obligations.

14.2 Seller will comply with electronics industry standards related to worker safety and fairness, environmental responsibility and business ethics encompassed in the Responsible Business Alliance Code of Conduct (published at http://www.responsiblebusiness.org/media/docs/RBACodeofconduct6.0_English.pdf), to the extent that these codes of conduct do not directly conflict with local laws in the jurisdictions where Seller has its business operations and manufacturing facilities.

14.3 Seller is on notice that Buyer may utilize the Items specified in this PO in the manufacture of products destined for sale to the United States Government. Therefore, Seller shall comply with Executive Order No. 11246, and the rules, regulations and

relevant orders of the Secretary of Labor pertaining to equal employment laws. To the extent applicable to this PO, the Federal Acquisition Regulation (FAR) clauses are incorporated herein by reference. Acceptance of this PO constitutes certification of the following clauses: FAR 52.222-26 Equal Opportunity; FAR 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans; FAR 52.222-36 Affirmative Action for Handicapped Workers.

15. General Provisions

15.1 *No Assignment; Binding Effect.* A transfer, assignment or delegation of Seller's rights or obligations under this PO is void without Buyer's prior written consent. This PO will otherwise be binding upon and inure to the benefit of the Buyer, Seller, their successors and permitted assigns. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under the PO without Seller's prior written consent.

15.2 *Limitation of Liability, Buyer's Remedies.* BUYER SHALL NOT BE LIABLE TO SELLER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this PO shall exclude or limit (a) Seller's liability under these Terms hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct. Any remedies specified in this PO are cumulative and in addition to any other remedies provided at law or in equity.

15.3 *General Indemnification.* Seller shall defend, indemnify and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors or assigns and their respective equityholders, directors, managers, officers, and employees and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the products purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

15.4 *Entire Agreement, Modification and Waiver, Severability.* This PO constitutes the entire agreement of the parties concerning its subject matter and merges all prior agreements, dealings and negotiations. No modification or additions to the PO Terms will be binding on Buyer unless in writing and signed by Buyer's authorized representative. Buyer's waiver of any Seller default will not be considered a waiver of any subsequent default. These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision will not affect the validity of other provisions.

15.5 *Applicable Law.* Seller and Buyer agree that this PO, these terms and conditions and any dispute, claim or controversy arising therefrom shall be governed by the laws of

the country, state and province in which Buyer has its principal place of business, namely for Precisional LLC or any affiliated company in the United States the laws of the State of Delaware and applicable United States federal law, without reference to “conflict of laws” principles, unless expressly prohibited by local law. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any event.

15.6 *Notices*. Any notice under this PO shall be in writing, and shall be deemed received (a) when delivered personally, (b) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) 1 day after having been sent by a commercial overnight carrier with written verification of receipt. All notices shall be addressed to the parties’ address on the face of this PO (or as subsequently changed by written notice to the other party); and if to Buyer, then to the Attention of Buyer’s purchasing representative associated with this PO, with a copy to Precisional LLC, 3333 Warrenville Rd, Unit 200, Lisle, IL 60532, Attn: Contracting Department.

15.7 *Official Language*. The official language of these Terms is English. If there is a conflict between versions of these Terms in any other language, the English language version controls.

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