

General Terms and Conditions
Interconnect Solutions Company, LLC (ISC)
Version 2023.08

STANDARD SERVICE AND SALES TERMS AND CONDITIONS

I. ACCEPTANCE

- a. This document constitutes the offer from Interconnect Solutions Company (Seller, thereafter) to Customer (Buyer, thereafter), which becomes a binding contract under these terms and conditions when it is accepted by the Buyer, either by acknowledgment or the commencement of performance (this "Agreement"). This Agreement shall constitute the entire agreement between Buyer and Seller. No condition stated by Buyer in accepting or acknowledging this Agreement will be binding upon Seller if in conflict with, inconsistent with, or in addition to these terms and conditions unless otherwise specified in writing by Seller.
- b. This Agreement remains in effect and controls the parties' relationship as long as Buyer and Seller have a business relationship, which is most commonly indicated by having an open purchase order in place.

II. MODIFICATIONS

- a. No modification of any part of this Agreement, including these terms and conditions, will be valid unless it is issued in writing and signed by an authorized representative of Seller.

III. PRICING

- a. Prices are as specified in quotations provided by Seller and are firm for the initial term of this Agreement (the "Quotation"). They are exclusive of any and all Federal, State, and Local Sales, use, excise or similar taxes and charges that shall be the responsibility of the Buyer. Any or all products may be subject to export or resale restriction, and Buyer acknowledges that it will comply with such regulations or restrictions.
- b. Unless otherwise requested by the Buyer, and agreed upon by Seller in writing, all Quotations shall be FOB ISC warehouse.
- c. The sale and purchase price of the products identified in the Quotation shall be the price set forth in the orders accepted by both parties (the "Product(s)"). When both parties confirm a Purchase Order, the price set forth therein shall be fixed, and shall not be

changed. However, prices within Quotations are subject to change upon Seller's discretion. Such changes will not affect confirmed and pending Purchase Orders.

- d. All price Quotations shall be in U.S. Dollars.

IV. ORDER PLACEMENT

- a. Buyer shall place orders in writing by way of submitting to Seller a "Purchase Order."
- b. All Buyer Purchase Orders pursuant to this Agreement are Non-cancelable and Non-returnable. Purchase Orders shall state quantities purchased, revision levels, pricing, and other pricing, as shown in the Quotation. As applicable, Delivery requirements, Bills of Material revisions, testing, quality clauses, and packaging requirements, are to be shown on Purchase Orders. Bills of Material, Outstanding Engineering Change Orders (ECO's), Assembly Drawings, Qualified Product List (QPL's), Test and Quality Requirements, must accompany each Purchase Order.
- c. Buyer agrees to send a revised Purchase Order for any design change that affects the Bill of Materials, Assembly, Test, Inspection, or Process. Buyer also agrees to pay for the balance of any materials and labor for the original PO affected by the design change.
- d. Buyer shall provide Seller with requested delivery schedules within quoted lead times. Order reschedule must be mutually agreeable between Buyer and Seller. Seller reserves the right to invoice Buyer for expenses incurred, including material and work-in-process, for reschedules without written notice or insufficient notification time.
- e. Buyer shall specifically disclose and attach all compliance requirements including but not limited Defense Priorities and Allocations System (DPAS) rating, International Traffic in Arms Regulations (ITAR), and Export Administration Regulations (EAR). Reference to Buyer's website or internal documents does not constitute a disclosure. Failure to disclose which results in violations will be the responsibility of the Buyer.
- f. In the event that the Buyer delays production more than (60) calendar days of the requested schedule due to material scarcity, including but not limited to, Product(s) specification, design change, reschedule, end-of-life, sole source, or any other circumstances. Buyer agrees to pay up to 100% of the balance of the material price to

- Seller. The paid materials shall be converted to Buyer's In-store deposit and belong to Buyer upon payment received.
- g. Seller agrees to do everything in its power to mitigate increased costs, and to provide suitable justification for any charges submitted. Requests for compensation shall be made as soon as is practical after the onset of any delay, in writing, to Buyer. In the event that Buyer initiates stoppage that continues for more than fifteen (15) days, Seller may, at its sole discretion, invoice Buyer for any costs incurred, including material, labor and any other quoted costs, related to affected order. Said invoices shall be Due and Payable upon receipt by Buyer.

V. CONFORMANCE

- a. The quality of all Product(s) manufactured will be controlled by the Seller's quality system, which incorporates all Buyer's documentation, to assure conformance to Buyer's specifications.
- b. In-process changes will be handled in conformity to Seller's quality system. Any charges for in-process changes will be negotiated prior to Seller performing work or incurring any costs unless other arrangements are negotiated between Buyer and Seller. Any delays caused by in-process changes will be handled as stated in Paragraph IV-F. Written notification is required for all in-process changes. (i.e., Engineering change notices, Upgrades)
- c. Acceptance by Buyer's receiving inspection will be deemed final acceptance of supplied Product(s). No return of Product(s) will be accepted without prior written authorization from Seller. This authorization will be in the form of a Return Material Authorization (RMA) and is to be executed by Seller's authorized agent. All Product(s) delivered to Buyer by Seller will be considered accepted unless notice of rejection is received within fifteen (15) days of receipt of material at Buyer's location.
- d. Seller's liability for conformity is based solely upon the requirements specified in the Purchase Order, and only following Buyer providing Seller with proof of such non-conformity. Failure on the part of the Buyer to provide adequate information, sufficient test specifications, or any other special requirements, which result in the non-conformance of delivered Product(s), relieves Seller of any and all liability for said Product(s). Buyer hereby agrees to compensate Seller for any and all Product(s)

delivered which may have become unusable due to failure on the part of the Buyer to adequately define the scope of work required.

- e. Over-molded parts may have less than 100% production yield. If Buyer should supply materials and over-mold only, yields may vary dependent on lot size, material preparation, condition of materials received by Seller, and other variables that are outside the Seller's control. Product(s) often cannot be reworked or salvaged after over-molding process if there are cosmetic, mechanical, or electrical defects. Defective products produced with Buyer furnished materials will be tagged as such at shipment. Product(s) will be charged to Buyer at quoted price.

VI. TERMINATION

- a. Either party may terminate a Purchase Order without cause by giving Ninety (90) days written notice. Seller reserves the right to terminate a Purchase Order if Buyer refuses to negotiate pricing increases for added scope of work, material issues, or other applicable issues addressed in this document. In such event, Seller to provide Buyer thirty (30) days written notice of their intention to terminate a Purchase Order.
- b. This Agreement and any Purchase Order may be terminated immediately for cause by either party in the event the other party: (1) ceases to function as an ongoing concern, or (2) fails to perform any of its obligations hereunder so as to be in default and fails to cure such default within thirty (30) days from written notice of said default.
- c. Notwithstanding termination of a Purchase Order, Buyer shall be liable for all material listed on the Bills of Material (BOM) in inventory (including work in process plus labor), or on order, or any excess material which is non-cancelable/non-returnable to vendors, and for any re-stocking, non-recurring, tooling charges plus administrative and labor expenses.

VII. PAYMENT TERMS

- a. Unless otherwise agreed upon, payment terms are NET 30, from invoice date. FOB – Point of origin.
 - i. Payment terms for NRE (i.e., tooling, fixtures) are due and payable, 50% at time of order and balance at completion. Start of tooling will not begin until payment is received.

- b. Credit card payments are due in full and processed upon acceptance of order by Seller.
- c. A 4% late charge will be extended to Buyer for late payments received.

VIII. FORCE MAJUERE

- a. Neither party shall be liable for failure to fulfill its obligations under the Agreement for delays in delivery due to causes beyond its reasonable control including, but not limited to, act of God, acts or omissions of other party, acts or omissions of Civil or Military authority, Government priorities, economic conditions, labor disputes, material shortages, failure of Seller's suppliers to deliver materials on a timely basis, fires, strikes, riot of Civil commotion, flood, epidemics, quarantine restrictions, war, or delays in transportation ("Force Majeure Event"). The time for performance of any such obligation shall be extended for the time period lost by reason of delay. If any Force Majeure Event extends for a time greater than thirty (30) days, Seller may terminate any Purchase Order and this Agreement upon providing written notice.

IX. SELLERS LIMITED WARRANTY AND LIMITATIONS OF LIABILITY

- a. Seller warrants to Buyer those Product(s) assembled or customized by Seller against defects caused solely by Seller's faulty assembly or customization for ninety (90) days after delivery. All other Product(s), and the components and materials utilized in any assembled or customized Product(s), are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by ISC or the manufacturer.
- b. Seller warrants that all workmanship will conform to Buyer's specifications for (1) year from date of shipment.
- c. Seller will rework verified/confirmed defect in workmanship discovered after delivery to Buyer at Seller's facility.
 - i. If any of these warranties is limited or otherwise breached, Buyer's sole and exclusive remedy, at ISC's election, is to any one of: (a) refund of customer's

purchase price, (b) repair by ISC or the manufacturer of any Product(s) found to be defective, or (c) replacement of any such Product(s).

- d. This warranty does not extend to any material or component furnished by the Buyer for use in Buyer's assemblies, to defects caused by any process performed after delivery of Product(s) to Buyer, or to defects caused by Buyer's design, material, or component.
- e. The seller makes no warranty respecting the merchantability of the Product(s) or their suitability or fitness for any particular purpose or use.
- f. Buyer shall not, in any event, be entitled to and Seller shall not be liable for indirect, special, incidental punitive, or consequential damages of any nature including, but not limited to, loss of profit, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers other than the normal warranty clauses specified herein.

X. INDEMNIFICATION

Buyer shall defend, indemnify, and hold harmless Seller, its officers, directors, employees, consultants, agents, affiliates, parent entities, successors, and permitted assigns from and against all losses, costs, claims, causes of action, damages, liability, and expenses, including attorney's fees ("Loss"), arising from or relating to any breach of Buyer under this Agreement or Purchase Order or any Loss arising from or relating to Buyer's misuse or negligent use of the Product(s).

XI. GENERAL

- a. This Agreement and the Seller's Quotation to Buyer together contain the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior Agreements relating thereto, written or oral between the parties. Modification of this Agreement must be in written form, duly signed by authorized representatives of both parties.
- b. The parties agree that the terms of this Agreement shall prevail, notwithstanding contrary or additional terms in any purchase order, sales acknowledgement, confirmation, or any other document issued by either party affecting the purchase and/or sale of Product(s).
- c. All notices shall be given in writing at the address set forth above and shall be deemed to have been given to have been given upon receipt by the recipient.

- d. This Agreement may not be assigned or transferred by either party without prior written consent of the other. Notwithstanding the foregoing, either party may assign this Agreement or a Purchase Order in the event such assignment arises from a merger, acquisition, or sale of all or substantially all of the party's assets.
- e. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled, or waived in whole or in part, except by written instrument signed by both parties.
- f. This Agreement may be executed in two or more counterparts, each of which will constitute an original document, but both of which will constitute one and the same instrument.
- g. If any provision in this Agreement is deemed illegal, invalid or unenforceable in any jurisdiction, then to the fullest extent permitted by law (a) all other provisions will remain in full force and effect and will be liberally construed in order to carry out the intent of the parties as nearly as possible, (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this Agreement, and (c) any court having jurisdiction will have the power to reform such invalid, illegal or unenforceable provision to the extent necessary for such provision to be enforceable under applicable law.
- h. The rights of each party under this Agreement may be exercised from time to time, singularly or in combination, and the exercise of one or more such rights will not be deemed to be in waiver of any one or more of the other. No waiver of any breach of a term, provision or condition of this Agreement will be deemed to have been made by a party unless such waiver is addressed in writing and signed by an authorized representative of that party. The failure of a party to insist upon the strict performance of any of the terms, provisions or conditions of this Agreement, or to exercise any option contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such term, provision, condition or option or the waiver or relinquishment of any other term, provision, condition or option.
- i. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts to be executed and performed in the State of Delaware, without regard to its conflict of laws principles. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this

Agreement will be only in a federal or state court located in Delaware. Each of the parties hereby expressly submits to the personal jurisdiction of the foregoing courts, and waives any objection or defense based on personal jurisdiction or venue that might otherwise be asserted to proceedings in such courts. THE PARTIES HERETO HEREBY AGREE TO WAIVE ANY RIGHTS THEY MIGHT OTHERWISE HAVE TO A TRIAL BY JURY UNDER ANY PROVISION OF ANY APPLICABLE LAW.

XII. ORDER OF PRECEDENCE

- a. Quotation to Customer
- b. This Agreement

COMPANY NAME

CUSTOMER REPRESENTATIVE SIGNATURE

CUSTOMER REPRESENTATIVE NAME

TITLE

DATE

ISC REPRESENTATIVE SIGNATURE

ISC REPRESENTATIVE NAME

TITLE

DATE