



## SI Electronics Americas LLC - TERMS AND CONDITIONS OF SALE

**NOTICE TO PURCHASER:** SI Electronics Americas LLC (“**Seller**”) requires, and Purchaser (hereinafter “**Purchaser**”) has agreed, that the following Terms and Conditions of Sale will apply to Seller’s supply and delivery of semiconductors and other electronic parts to Purchaser under this quote and will supersede any inconsistent terms and conditions elsewhere in the Purchase Order or in any Purchaser sales or order document and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

### I. Offer and Acceptance

A. Purchaser agrees that Seller’s quotation constitutes an offer for the sale (the “**Offer**”) of goods (the “**Goods**”). Unless otherwise specified in the Offer, or some other document signed by Seller, the terms and conditions set forth in this document (“**Seller’s Terms**”) apply to all Goods sold or provided by Seller.

B. Purchaser acknowledges that any purchase order or other form of acceptance issued by Purchaser shall result in a contract for the purchase of the Goods at the price quoted in the Offer. Purchaser shall be deemed to have accepted any of Seller’s Terms to which Purchaser has not specifically objected. Purchaser’s issuance of a purchase order which purports to reject some or all of Seller’s Terms by virtue of standard form language shall not be sufficient objection. Purchaser shall be required to set forth each objection to Seller’s Terms in a separate writing signed and dated by Purchaser and delivered to Seller prior to or contemporaneous with Purchaser’s purchase order or other form of acceptance. Seller’s failure to object to provisions in any purchase order, or other communication from Purchaser (including, without limitation, penalty clauses of any kind), shall not be a waiver of Seller’s Terms, nor an acceptance by Seller of any such provisions. Any terms in Purchaser’s purchase order or any other document of acceptance which are different from or additional to Seller’s Terms are hereby rejected unless specifically accepted by Seller in a separate document signed by both Purchaser and Seller, regardless of whether such other terms would materially alter the terms hereof and whether or when Purchaser has submitted its purchase order or such terms. Fulfillment of Purchaser’s order or delivery of any of Seller’s Goods does not constitute acceptance of any of Purchaser’s terms and conditions and does not serve to modify or amend Seller’s Terms. No course of dealing, custom or usage, which is contrary to Seller’s Terms shall apply.

C. Seller reserves the right to correct any typographical or clerical errors in prices, specifications, quotations, confirmations, or acknowledgments.

### II. Goods Subject to Sale

The Goods subject to this sale shall be limited to those described in the Offer. Seller reserves the right to modify, improve or discontinue Goods, or to change specifications at any time without notice.



### **III. Financial Condition**

At Seller's request, Purchaser will furnish sufficient information to enable Seller to assess Purchaser's creditworthiness, including preparation of Seller's credit application. Seller may, in its discretion, require letters of credit, full or partial payment in advance, or other forms of security.

### **IV. Prices; Shipment, Delivery and Inspection**

A. Prices are based on U.S. dollars and are FOB per INCOTERMS 2020 at Seller's point of shipment 2 South Biscayne Blvd, Suite 3200, Miami, FL 33131, USA. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Purchaser, then these Seller's Terms shall be construed as if the increased prices were originally inserted herein, and Purchaser shall be billed by Seller on the basis of such increased prices. Unless otherwise agreed by Seller and Purchaser, prices do not include freight or delivery charges or taxes (sales, excise, use, ad valorem, etc.) or insurance or any export or import duties. Those charges may be prepaid by Seller and Purchaser agrees to pay any such charges that are added to Purchaser's invoice. Purchaser shall provide Seller with a tax exemption certificate, if applicable.

B. Seller shall select the method and carrier for delivery of all Goods. Title and risk of loss or damage to the Goods shall pass from Seller to Purchaser upon delivery to a carrier at point of shipment.

C. Any shipment, delivery, or performance date stated in the Offer or other contract document is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.

D. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Purchaser on delivery unless Purchaser can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Purchaser gives written notice to Seller of the non-delivery within seven (7) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered. Purchaser acknowledges and agrees that the remedies set forth in Section IV, D. are Purchaser's exclusive remedies for any non-delivery of Goods.

E. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's purchase order.

F. Time shall not be of the essence of this agreement except with respect to Purchaser's obligation to pay all invoices in a timely manner.

### **V. Payments, Title and Security Interest**

A. All payments shall be made in United States currency. All payments shall be without deductions for back-charges, other accounts between Seller and Purchaser,



and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made pursuant to Section IV, D.

B. Payment shall be due within 30 days from the date of Seller's invoice.

C. All check payments are accepted subject to collection. Seller may apply any payment by Purchaser to any amount owed to Seller by Purchaser, whether under this or any other agreement between Purchaser and Seller. Acceptance of any partial payment shall not constitute a waiver of Seller's right to payment in full of all amounts owing from Purchaser to Seller.

D. No indication on a payment remittance or otherwise that a payment of less than the full amount of any one or more invoices or other obligations will constitute payment in full thereof shall be effective, and no accord and satisfaction, credit or compromise will be effective, unless Seller expressly agrees to the same in writing.

E. Should Purchaser delay payment beyond the date it is due, interest may be charged on the unpaid balance at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, such interest to accrue and compound until all outstanding payments are received.

F. Seller may assign accounts receivable to any of its affiliates.

G. Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods until all payments are received by Seller, but if Purchaser does so, all monies owed by Purchaser to Seller (without prejudice to any other right or remedy of the Seller) forthwith becomes immediately due and payable.

H. Where the due date for payment specified by Seller has passed, default occurs without prior warning.

I. Notwithstanding that title and risk of loss passes to Purchaser upon shipment, Purchaser hereby grants a security interest in all Goods to secure Purchaser's payment in full. Purchaser authorizes Seller at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction financing statements and amendments naming Purchaser as debtor and describing the Goods as collateral and to give any notices necessary to perfect such security interest or establish the priority thereof.

## **VI. Delays and Changes**

A. Seller shall not be liable for loss, damages, or non-performance resulting from delays in receipt of final specifications or instructions from Purchaser, changes in specifications, force majeure, including but not limited to strikes, labor disturbances, material shortages, non-manufacturing conditions, delays or failures of carriers, breakage or accident of machinery or equipment, delays in transportation, delays of suppliers, or inability to obtain necessary labor, materials, or supplies communication breakdown or power outage, epidemics, quarantine, restriction, expropriation or confiscation of facilities, compliance with any order of any governmental authority, industrial disturbances, blockades, insurrection, fire, flood, earthquake, explosion, storms, accident, riot, acts of terrorism, war and invasion or hostility (whether war is declared or not), or other civil unrest, national emergency, governmental requisition or priorities, acts of God, or other causes beyond Seller's reasonable control.

B. In such event, the delivery date shall be extended for a period equal to the time lost by reason thereof, or Seller at its option may cancel the delivery and refund any amounts paid by Purchaser, as Purchaser's sole and exclusive remedy. Seller shall



undertake to notify Purchaser promptly of any significant delay and will specify the revised delivery date as soon as practical. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LOST PROFITS OR BUSINESS OPPORTUNITY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF A DELAY IN, CANCELLATION OF, OR FAILURE TO DELIVER.**

C. If shipment is delayed or extended by Purchaser, Purchaser shall arrange for and notify Seller of the place or places to which Seller shall ship the Goods covered by the order for warehousing or storage at Purchaser's expense and all risk of loss or damage to the Goods shall be borne by Purchaser. If Purchaser is unwilling or unable to promptly arrange for warehousing or storage facility, Seller may do so at Purchaser's expense. Purchaser hereby agrees to pay any and all related costs and expenses including, without limitation, storage and insurance as reflected on Seller's invoice.

D. After Purchaser accepts Offer, Purchaser shall not be entitled to request any changes, unless Seller allows Purchaser to request changes in the accompanying Purchase Order. All change orders must be accepted and approved by Seller in writing. Change orders may result in delays in shipping.

## VII. Cancellation

Purchaser shall not be entitled to cancellation and any refund after any purchase order or other form of acceptance was issued by Purchaser, except Seller provides in its sole discretion its prior written consent to Purchaser. In any event, as a condition to receiving Seller's written consent, Purchaser shall pay all reasonable cancellation and restocking charges incurred by Seller due to Purchaser's cancellation of the Purchase Order.

## VIII. Returns and Refunds

Purchaser shall not be entitled to any return, refund or credit except if stated otherwise in Seller's Terms. Purchaser cannot return packaging.

## IX. Warranty and Disclaimers

A. Seller's sole warranties with respect to the Goods are the following:

(i) the Goods comply with Seller's specifications provided in Seller's laboratory report, for a period of one year from the date of shipment ("**Seller's Specifications**"); and

(ii) Seller will convey to Purchaser title to all Goods upon delivery to Purchaser in accordance with Seller's Terms and warrants that the Goods is not subject to any encumbrances, liens, security interests or other defects in title, as of the date of such delivery, except to the extent created by Purchaser.

Seller's warranties do not apply to the following: Goods listed in Section X of Seller's terms, damage resulting from unauthorized installation, accident, water, fire, flood, pest infestations, casualty, alteration, misuse, failure to follow Seller's written instructions or failure to use the Goods in accordance with Seller's Specifications; damage that occurs in shipment, delivery and installation; cosmetic damages



including scratches, dents, chips, and other damage to the Good's finishes; damage to fragile parts; damage to plastic or parts made of plastic. If any model or sample was shown to Purchaser, such model or sample was used merely to illustrate the general type and quality of the Goods and not to represent that the Goods would necessarily conform to the model or sample in all respects. Seller does not manufacture any of the Goods offered. Seller is acting as a third-party distributor. The availability and sale of Goods does not indicate an affiliation with or endorsement of any good, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the Goods except as stated in this Section IX. To obtain manufacturer's warranty service for defective Goods, please follow the manufacturer's warranty instructions. **ENTIRE WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST REVENUE OR OPERATING TIME, OR COST OF SUBSTITUTE GOODS. SELLER HAS NO LIABILITY FOR ANY FAILURE OF THE GOODS TO MEET THE BUSINESS EXPECTATIONS OF PURCHASER.**

B. Purchaser agrees that its sole and exclusive remedy for breach of the foregoing warranties shall be at Seller's option and sole discretion the replacement of the defective Goods, or the refund of the purchase price or, with respect to the warranty as to title in Section IX.A.(ii), to defend and obtain title to the Goods for Purchaser; provided (1) the Goods have not been altered or modified by other than Seller, (2) it has been properly used, stored, installed, maintained and operated within the limits specified by Seller in Seller's Specifications, and (3) Purchaser within five (5) days of the time when Purchaser discovers or ought to have discovered the defect sends to Seller written notice of defect and satisfactory proof thereof, including allowing Seller the opportunity to inspect the Goods, and in the event of replacement, returns to Seller (such portions of) the Goods designated by Seller, freight prepaid. To return Goods, Purchaser must call +1 (954) 805-5374 or email our Returns Department at stefanieo@sitradings.com to obtain a Return Merchandise Authorization ("RMA") number before shipping the Goods. No returns of any type will be accepted without a RMA number. Seller must receive the defective Goods within 14 days after Seller has issued a RMA number to Purchaser.

Purchaser is responsible for all shipping and handling charges on returned items unless otherwise specified. Purchaser bears the risk of loss during shipment. Refunds are processed within approximately five (5) business days of Seller's receipt of the Goods. Purchaser, without cost to Seller, shall be solely responsible to dispose of defective goods replaced by Seller, unless Seller instructs Purchaser otherwise. Replacement goods will be shipped to Purchaser FOB point of shipment. Goods that are returned to Seller but that are found by Seller to conform to Seller's warranties shall be returned to Purchaser at Purchaser's expense and are otherwise subject to the provisions of section IV above.

C. If Seller's performance of its obligations under this agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under Seller's Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such



prevention or delay.

D. Purchaser is solely responsible for the installation and operation of the Goods, including without limitation, obtaining all permits, licenses, or certificates required for the installation or use of the Goods.

E. The warranties and remedies set forth in this Section IX are applicable to the extent of the following:

(1) Purchaser's receipt, handling, storage, installation, operation and maintenance, including tasks incident thereto, of the Goods are in accordance with the instructions and recommendations of Seller set forth in Seller's Specifications or, in the absence of such instructions and recommendations or to the extent not applicable, in accordance with the generally accepted practices of Purchaser's industry or manufacturer's instructions; Purchaser shall have posted in a conspicuous place all recommended notices and warnings to personnel, including warnings described in manufacturer's instructions or required by applicable laws and regulations; and such Goods shall not have been operated in excess of or inconsistent with limitations specified by Seller or its suppliers and not have been subjected to accident, damage, physical conditions beyond recommended operating limits, alteration, repair or service by unauthorized persons, use with any unauthorized third-party parts or software, abuse or misuse;

(2) Purchaser making all undisputed payments required under the Purchase Order.

#### **X. No Warranty Goods**

Certain Goods sold by Seller are sold "AS IS" without any warranty. Goods sold without any warranty whatsoever may include but are not limited to used or refurbished goods. Seller shall identify Goods that are sold without any warranty in Seller's Offer. **THOSE GOODS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR ASSURANCES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER AGREES TO ASSUME ALL THE RESPONSIBILITIES AND RISKS THAT CAN ARISE FROM THE PURCHASE AND SALE OF SUCH GOODS. SELLER SHALL HAVE NO LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST REVENUE OR OPERATING TIME, OR COST OF SUBSTITUTE GOODS. SELLER HAS NO LIABILITY FOR ANY FAILURE OF THE GOODS TO MEET THE BUSINESS EXPECTATIONS OF PURCHASER.**

#### **XI. Patents, Trademarks, and Copyrights; Confidentiality**

A. Seller shall have no liability whatsoever for patent, trademark or copyright infringement for the Goods and its packaging and Purchaser will indemnify Seller and hold Seller harmless against any claims, liability, damages or expenses, including reasonable attorney fees, as a result of infringement claims arising therefrom.

B. Seller reserves its ownership rights and copyrights of all materials and documents provided to the Purchaser. Purchaser is entitled to use aforementioned materials with third parties only to the extent prior agreed upon with Seller.

C. All non-public, confidential or proprietary information of Seller, including but not



limited to, specifications, technical data, reproduction, advertising material, samples, patterns, documents, data, business operations, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with Seller's Terms is confidential, solely for the use of performing Seller's Terms and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Purchaser shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

## **XII. Limitation of Actions**

A. Any action for a breach of contract arising out of or related to this agreement must be commenced within one year after the cause of action has accrued.

B. **SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL OR EXEMPLARY OR PUNITIVE DAMAGES OR FOR DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF BUSINESS OPPORTUNITY, ARISING DIRECTLY OR INDIRECTLY FROM THE GOODS, ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF ITS EMPLOYEES OR AGENTS, AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SELLER EXCEED THE PRICE OF THE DEFECTIVE GOODS OR OF THE GOODS SUBJECT TO LATE DELIVERY.** If Seller, without separate compensation therefore, furnishes Purchaser with advice or other assistance concerning any Goods supplied hereunder, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, tort (including negligence and strict liability) or otherwise. Seller's officers, directors, shareholders, subsidiaries, affiliates, agents and representatives shall also have the benefit of all limitations of remedies and limitations of liability set forth in these Seller's Terms, including but not limited to limitations in Sections VI, IX, X, XII, XIV, XV and XVI.

C. If Purchaser fails to fulfill the terms of payment of any invoice or if the financial or business condition or responsibility of Purchaser shall become impaired or unsatisfactory to Seller, Seller may, without liability to Purchaser or prejudice to any other legal or equitable remedy, suspend performance until past due payments are made and satisfactory assurance of payment is received.

D. Any credit extended by Seller to Purchaser is conditional upon Seller's continued satisfaction with Purchaser's creditworthiness and shall not establish any right to credit with Seller. Seller reserves the right to suspend credit and demand cash in advance or on delivery for all or any part of the price or to alter payment terms based on its assessment of Purchaser's creditworthiness at any time, and failure of Purchaser to satisfy any such altered credit or payment terms shall constitute grounds for insecurity on the part of Seller.

## **XIII. Compliance with Laws and Export Control**

A. Purchaser is solely responsible for all compliance with laws, rules and regulations of the Goods once the Goods have been delivered to Purchaser. The use of the Goods in the design, development, production or use of missiles or in any activities related to nuclear, chemical or biological weapons is strictly prohibited.

B. Purchaser shall at all times comply with the export and import laws and regulations



in effect as of the date of shipment of the Goods of any country involved in the transactions contemplated by these Seller's Terms.

**PURCHASER ACKNOWLEDGES THAT NO DIRECT OR INDIRECT (THROUGH A THIRD PARTY OR COUNTRY) TRANSACTIONS, INCLUDING THE (RE-) EXPORTATION OR IMPORTATION OF GOODS, TECHNOLOGIES, OR SERVICES, OR FINANCIAL TRANSFERS SHALL TAKE PLACE BETWEEN U.S. PERSONS AND ANY COUNTRY OR NATIONAL, ENTITY, OR INDIVIDUAL SANCTIONED BY THE U.S. GOVERNMENT WITHOUT THE APPROPRIATE (U.S. GOVERNMENT) LICENSE, SUCH AS, BUT NOT LIMITED TO, A SPECIFIC LICENSE FROM THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC), AND WRITTEN PERMISSION FROM BOTH PURCHASER AND SELLER. PURCHASER SHALL NOT, AND SHALL NOT PERMIT ANY THIRD PARTIES TO, DIRECTLY OR INDIRECTLY, EXPORT, REEXPORT, OR RELEASE ANY GOODS TO ANY JURISDICTION OR COUNTRY TO WHICH, OR ANY PARTY TO WHOM, OR FOR ANY USE FOR WHICH, THE EXPORT, REEXPORT, OR RELEASE OF ANY GOOD IS PROHIBITED BY APPLICABLE FEDERAL OR FOREIGN LAW, REGULATION, OR RULE. PURCHASER SHALL INCLUDE THE PROVISIONS OF THIS SECTION XIII IN ANY SUBSEQUENT CONTRACTS IF THE GOODS ARE RESOLD. SELLER MAY TERMINATE THESE SELLER'S TERMS WITHOUT NOTICE AND WITHOUT ANY LIABILITY TO THE PURCHASER IF THE PURCHASER BREACHES THE ABOVE PROVISIONS.**

#### **XIV. Safety Warnings and Instructions**

A. Purchaser shall comply with and require its agents and employees to comply with all Seller's Specifications, directions, safety notices, warnings, and other specifications or instructions furnished by Seller, and shall use and require its agents and employees to use reasonable care in the use of the Goods.

B. **GOODS SOLD BY SELLER SHALL NOT BE USED IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR OR ANY OTHER APPLICATIONS IN WHICH THE MALFUNCTION OF SUCH GOOD CAN REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, DEATH OR CATASTROPHIC PROPERTY DAMAGE.**

C. **SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF PURCHASER, PURCHASER'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY TO OBSERVE THE PROVISIONS OF THIS SECTION, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY PURCHASER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND PURCHASER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH INJURY OR DAMAGE OR CLAIM THEREOF.**

#### **XV. Indemnification**

Purchaser agrees to indemnify, hold harmless and defend Seller (and its employees, subsidiaries, affiliates, successors, suppliers and agents) from and against any and all claims (whether based on contract, tort, strict liability or otherwise), judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) incurred or suffered by Seller, which relate to or arise out of (i) Purchaser's or Purchaser's customer use, handling, sale, distribution or disposal of the Goods, or (ii) Purchaser's breach of any representation, warranty or obligation



hereunder. Purchaser shall defend any such matter with counsel reasonably acceptable to Seller and shall not settle any such matter except with the written consent of Seller. If Purchaser fails to promptly and diligently investigate and defend or settle any claim, then Seller shall have the right, at Purchaser's cost, expense and risk, from that time forward to have sole control of the defense of the claim and the terms of any settlement or compromise.

#### **XVI. Notice**

Any notice required or contemplated hereunder shall be in writing and shall be delivered personally, with nationally recognized overnight courier e.g. FedEx or DHL (with all fees pre-paid), or sent by facsimile or by prepaid registered mail.

#### **XVII. Miscellaneous**

A. No right accruing to Purchaser by virtue of the relationship between Seller and Purchaser nor any duty of Seller resulting from that relationship shall be assignable without Seller's prior written consent.

B. This agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Seller's Terms.

C. Invalidity of any provision of Seller's Terms shall not affect the validity of any other provision hereof and any invalid provision shall be, to the extent possible, modified to accomplish the same objectives in a valid way without affecting the surviving provisions.

D. No failure by Seller to exercise any right accruing to it by virtue of the relationship between Seller and Purchaser or under any contract of sales entered into with Purchaser shall operate as a waiver thereof or preclude the exercise of the same or any other right or privilege by Seller.

E. The captions used herein are for the convenience of the parties only and shall not affect the construction or interpretation hereof.

F. In connection with any disputes or actions arising out of or related to these Seller's Terms or the breach, enforcement, or interpretation of the same, the substantially prevailing party shall be entitled to recover from the other party, all reasonable court costs, and attorneys' fees.

G. Seller's remedies are cumulative and Seller shall have all remedies provided by law, in equity or otherwise. In addition to any remedies that may be provided under Seller's Terms, Seller may terminate with immediate effect upon written notice to Purchaser, if Purchaser: (1) fails to pay any amount when due under Seller's Terms; (2) has not otherwise performed or complied with any of Seller's Terms, in whole or in part; or (3) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

H. There are no other terms and conditions applicable to the purchase and sales of Seller's Goods other than those contained in the Offer (including any specifications or other documents which Seller incorporated by reference in the Offer or invoice). No modification, amendment, waiver or other change of any provision of Seller's Terms shall be binding on Seller without Seller's written consent.



I. The rights and obligations of Purchaser and Seller, and the construction and effect of any contract formed between them shall be governed by the laws of the State of Florida. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

J. Any controversy or claim arising out of or relating to this Agreement or a breach thereof shall, upon the request of any party involved, be settled by binding arbitration in Miami, Florida, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of any forum, state or federal, having jurisdiction.

K. For the purpose of this agreement, Seller and Purchaser are independent contracting parties and nothing in herein shall be deemed to make Seller an agent, partner or joint venturer of Purchaser. Neither party shall have any authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

Version February 2024