

DEISTER ELECTRONICS USA, INC.
Terms and Conditions

THESE TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES (“PRODUCTS”) BY DEISTER ELECTRONICS USA, INC. (“SELLER”) AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION (“PURCHASE ORDER”) FROM “BUYER”. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. NEITHER SELLER’S ACKNOWLEDGEMENT OF A PURCHASE ORDER NOR SELLER’S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

1. **ORDERS:** Buyer must issue a Purchase Order or otherwise place an order by means acceptable to Seller. Orders shall identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Seller. After acceptance by Seller, no order may be cancelled or rescheduled without Seller’s prior, written consent. Consent may be withheld by Seller in its sole discretion. Seller reserves the right to add a Rescheduling Fee should Seller deem applicable. Seller reserves the right to allocate sales of Products among its customers in its sole discretion.

2. **RESTOCKING TERMS – Returning of stock items only:** All claims for return of Products must be made within ten (10) days of Buyer’s receipts of goods. Deister Electronics USA, Inc. must authorize all returns. All authorized returns will be subject to a minimum of 25% restocking charge and Buyer must pay return freight to Deister Electronics USA, Inc. Parts must be in original condition and packaging. Custom designed items and dedicated production lots are not returnable.

3. **PRICES:** Prices shall be set by Seller and shall be applicable for the period specified in Seller’s quote. If no period is specified, then prices shall be applicable for thirty (30) days from the date on the quote. Notwithstanding the foregoing, at any time prior to Seller’s acceptance of Buyer’s order, quoted prices shall be subject to change in Seller’s sole discretion. Prices are exclusive of taxes, impositions, shipping and other charges unless otherwise specifically included. If Seller shall be liable for, or shall pay any of the foregoing, then Buyer shall pay same to Seller in addition to the price of the Products.

4. **TERMS OF PAYMENT:** Payment shall be net thirty (30) days from date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller. Seller may, in its sole discretion and at any time: (i) change the terms of Buyer’s credit; (ii) require payment in cash, bank wire transfer or by official bank check; and/or (iii) require payment of any or all amounts due, or to become due, for Buyer’s order before shipment of any or any of the Products. At any time and for any or no reason, Seller may suspend or cancel delivery of any order or part thereof until Buyer pays Seller for the Product as specified in the order. In the case of a partial cancellation of an order, Buyer shall remain liable to pay Seller for any Products already shipped. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Checks are accepted subject to collection. The date of collection for each check shall be deemed the date of

payment. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check. Seller's acceptance of any check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance owed by Buyer. Buyer shall pay interest on any invoice not paid when due according to the due date at the rate of eighteen (18%) percent annually or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for cost of collection and reasonable attorney's fees.

5. REFUSED SHIPMENT: All products returned to Deister Electronics USA, Inc. due to refusal of acceptance by Buyer, without Deister Electronics USA, Inc. authorization, will be subject to a minimum of 25% restocking charge and Buyer must pay return freight to Deister Electronics USA, Inc. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.

6. FORCE MAJEURE: Seller shall not be liable for failure to fulfill the obligations herein or for delays in delivery due to causes beyond its reasonable control. Such causes include, but are not limited to, acts of God, natural disaster, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortage, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability, advising in written notice of such cancellation to Buyer.

7. LIMITATION OF LIABILITIES: BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGE OF ANY NATURE INCLUDING, WITHOUT LIMITATION BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR, AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM, ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE OF THE SELLER'S PRODUCT IN COMBINATION WITH OTHER PRODUCTS.

DEISTER ELECTRONICS USA, INC WILL NOT BE LIABLE FOR THE SAFETY AND PERFORMANCE OF THESE PRODUCTS IN THE EVENT THAT BUYER ENGAGES IN THE UNAUTHORIZED USE, ACCESS AND/OR REPAIR OF THE PRODUCTS, SELLER IS NOT RESPONSIBLE FOR ANY ATTEMPT BY THE BUYER TO MAKE MODIFICATIONS, REPAIRS OR ALTERATIONS TO THE PRODUCT.

DEISTER ELECTRONICS USA, INC PRODUCTS ARE NOT AUTHORIZED FOR USE AS MISSION CRITICAL COMPONENTS IN LIFE SUPPORT, HAZARDOUS ENVIRONMENT, NUCLEAR OR AIRCRAFT APPLICATION WITHOUT PRIOR WRITTEN APPROVAL BY AN OFFICER OF DEISTER

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8. **GENERAL:** As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include singular. Buyer may not assign or transfer any rights, duties, agreements or obligations without the prior written consent of the Seller. Any such attempted or purported assignment or transfer shall be void. Seller may freely assign or transfer its rights, duties, agreements and/or obligations in its sole discretion. The obligations, right, terms, and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall as to jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia excluding any law or conflict of laws principle which would apply the law of any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply.