

# Terms and Conditions of Sale

The sale of products and services („Products“) by TS Europe BVBA and its divisions, subsidiaries, and affiliates (“TS Europe“ or „TSE“) 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“) or TSE's failure to object to such other terms. This Agreement may only be modified in writing signed by authorized representatives of both TSE and Customer.

## 1. ORDERS

Unless otherwise stated on the quote, TSE quotes are invitations to tender and are subject to change at any time without notice. All Orders are subject to acceptance by TSE. Contracts between Customer and TSE are formed upon TSE's written acceptance, Electronic Data Interchange („EDI“) acknowledgment or execution of Customer's Order and are subject to this Agreement. All Orders for Products that TSE identifies as non-standard or „NCNR“ are non-cancelable and non-returnable. TSE may identify Products as non-standard or „NCNR“ by various means including quotes, Products lists, attachments or exhibits. Customer may not change, cancel or reschedule Orders for standard Products without TSE's consent. TSE reserves the right to allocate the sale of Products among its Customers.

## 2. PRICES

Unless otherwise stated on TSE's proposal, quote or invoice, prices are for Products only and do not include taxes, freight, duties or any other charges or fees for additional services (collectively, „Additional Fees“). Unless otherwise stated on TSE's proposal, quote or invoice, Customer is responsible for any and all Additional Fees.

## 3. TERMS OF PAYMENT

Payment is due as stated on TSE's invoice without offset or any deduction for withholding taxes or otherwise. On any past due invoice, TSE may charge interest from the payment due date to the date of payment at 18% per annum or the maximum amount allowed by applicable law, plus reasonable attorneys' fees and collection costs, with a minimum fee of 40 Euros for sales in France. At any time, TSE may change the terms of Customer's credit. TSE may apply payments to any of Customer's accounts. If Customer defaults on any payment, TSE 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 provided by TSE will expire if unused within 12 months.

## 4. DELIVERY

Unless otherwise stated by TSE in writing, all TSE deliveries from the European Union are CPT customer's delivery location, and all TSE deliveries from outside the European Union are EXW TSE's warehouse or, for drop shipments, EXW the manufacturer's warehouse (INCOTERMS 2010). TSE's delivery dates are estimates only and subject to TSE's timely receipt of supplies. TSE is not liable for delays in delivery, for partial or early deliveries and Customer shall accept delivery. Customer may not cancel any other Orders based on delayed delivery of any part of an Order.

## 5. TITLE

For sales from outside the European Union or Australia, title shall pass to Customer upon delivery of the Products to the carrier. For sales from the European Union or Australia, as a form of payment security, title shall pass to Customer upon payment in full for the Product by Customer. In case of an onwards sale, Customer assigns all rights in the related receivables to TSE until Customer has made payment in full. Once the Product is processed or combined with other items (the „Processed Product“), TSE'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. This section does not apply to sales of Software (as defined below).

## 6. SOFTWARE

Software is the machine readable (object code) version of computer programs („Software“). Customer's use of Software and any related documentation shall be governed by the Software's applicable license agreements. Software embedded in or bundled with hardware must be used solely with the device for which it was intended and may not be transferred separately.

## 7. WARRANTY

Customer acknowledges that TSE is not the manufacturer of the Products. To the extent legally and contractually permitted, TSE shall pass through to Customer any transferable Product warranties, indemnities, and remedies provided to TSE by the manufacturer, including those for intellectual property infringement. If required by law, TSE warrants that at the time of delivery, Products will conform to the specifications stated by

the manufacturer in its published data sheet for the Products. All warranty claims shall be time-barred 12 months from the time of delivery of the non-conforming Products. If TSE performs value-added work such as integration work, tape-and-reel, or programming, TSE warrants such value-add work will conform to Customer's written specifications accepted by TSE for 90 days after TSE delivery. Customer will be deemed the manufacturer of such value-added Products. TSE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. Customer's sole remedies for breach of TSE's warranty are, at TSE's choice: (i) repair of the Products; (ii) replacement of the Products; or (iii) refund of Customer's purchase price for the Products. TSE makes no representation or warranty with respect to Software and will have no liability in connection therewith. Unless it is specifically stated in the Software's applicable license agreement, SOFTWARE IS PROVIDED „AS IS“ WITH NO ADDITIONAL WARRANTY.

## 8. PRODUCT RETURN

Customer may return Products to TSE only with a return material authorization („RMA“) number issued by TSE. (A) Returns for Visual Defect: Customer must notify TSE in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy („Visual Defect“) within three business days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products. (B) Returns for Product Warranty: Customer must notify TSE in writing stating the specific Product defect within the warranty period. TSE will only issue an RMA if the defect (either for Visual Defect or for Product Warranty) is created solely by TSE or the original manufacturer, and only if Customer meets the notice requirement. TSE will not grant RMAs for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Upon receiving the RMA, Customer must return the Products to TSE in compliance with TSE's instructions in the RMA. TSE may assess all Products returned by Customer via RMA. If TSE determines such Products are not eligible for return, TSE will send such Products back to Customer on freight collect basis, or hold such Products for Customer's collection and on account at Customer's expense.

## 9. LIMITATION OF LIABILITY

TSE's liability to Customer is limited to Customer's direct damages up to an amount not exceeding the price of the Product at issue. This limitation of liability does not apply in case of death or personal injury caused by TSE's negligence. TSE is not liable for and Customer is not entitled to any indirect, special, incidental or consequential damages (for example,

loss of profits or revenue, loss of data, loss of use, rework, repair, manufacturing expense, costs of product recall, injury to reputation or loss of customers). To the extent TSE cannot lawfully disclaim any implied or statutory warranties, Customer's statutory rights are not affected by this limitation of liability.

## 10. FORCES BEYOND TSE'S CONTROL

TSE is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (for example, acts of nature, acts or omissions of Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials or Product shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor, materials or Products through regular sources).

## 11. USE OF PRODUCTS

Customer shall comply with the manufacturer's Product specifications. Products are not authorized for use in life support systems, human implantation, nuclear facilities or any other application where Product failure could lead to loss of life or property damage. If Customer uses or sells the Products for use in such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk. Customer shall indemnify, defend and hold TSE harmless from any claims based on: (i) TSE's compliance with Customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than TSE, or (iii) use of Products in combination with other products or in violation of this clause.

## 12. EXPORT/IMPORT

Certain Products and related technology sold by TSE are subject to export control regulations of the United States, the European Union, and/or other countries, excluding boycott laws („Export Laws“). Customer shall comply with such Export Laws and obtain any license or permit required to transfer, export, re-export or import the Products and related technology. Customer shall not export or re-export the Products and related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States, European Union or other countries. Customer shall not use the Products and related technology in relation to chemical, biological or nuclear weapons, rocket systems (including ballistic missile systems, space launch vehicles and sounding rockets) or unmanned air vehicles capable of delivering same, or in the development of any weapons of mass destruction.

### 13. ELECTRONIC ORDERS

If any part of the purchase and sale of Products, including Customer's NCNR acknowledgment or demand forecast, uses EDI, Customer's internal portal, third party portal or any other electronic means („Electronic Purchase Order“), this Agreement will continue to apply to the purchase and sale of Products between Customer and TSE. Customer's acceptance of TSE's acknowledgment request or TSE's specification of details with respect to Electronic Purchase Orders via writing, email or other EDI is binding on Customer.

### 14. ENVIRONMENTAL COMPLIANCE

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.

### 15. GENERAL

- A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the TSE entity that accepted Customer's Order („Governing Country“) is located without reference to the conflict of laws principles. If the Governing Country is the United States of America, the laws and courts of the State of Arizona will apply. The United Nations Convention for the International Sale of Goods shall not apply. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement.
- B. Customer may not assign this Agreement without TSE's prior written consent. TSE's affiliates may perform TSE's obligations under this Agreement. This Agreement is binding on successors and assigns.
- C. The unenforceability or invalidity of any of these terms or conditions 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, including anticorruption laws such as U.S. Foreign Corrupt Practices Act and UK Bribery Act.
- F. The parties agree that electronic signatures may be used and will be legally valid, effective, and enforceable.
- 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 TSE on an „AS IS“ basis and does not form a part of the properties of the Product. TSE 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. TSE recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. TSE is not responsible for typographical or other errors or omissions in Product information.

- H. This Agreement is made in English. In the event a specific language version of this Agreement exists, such specific version shall prevail and govern any agreement entered into between TSE and Customer within the respective jurisdiction, having that language as the official language of the parties' agreement, even if such specific language version deviates from, or is inconsistent with the terms and conditions of this Agreement.