

**The sale of products and services ("Products") by Astute Electronics Ltd and its divisions, subsidiaries, and affiliates ("Astute") 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 from the Customer ("Order") This Agreement may only be modified in writing signed by authorised representatives of both Astute and their Customers.**

**1. ORDERS.** Unless otherwise stated on the quote, Astute quotations are invitations to tender and are subject to change at any time without notice. All Orders are subject to acceptance by Astute. Contracts between the Customer and Astute are formed upon Astute's written acceptance or the execution of the Customer's Order and are subject to this Agreement. All Orders for Products that Astute identifies as non-standard or "NCNR" are non-cancellable and non-returnable. Astute may identify Products as non-standard or "NCNR" by various means including quotes, Products lists or attachments. The Customer may not change, cancel or reschedule Orders for Products without Astute's consent. Astute reserves the right to allocate the sale of Products among its customers.

**2. PRICES.** Unless otherwise stated on Astute's proposal, quote or invoice, prices are for the Products only and do not include taxes, freight, duties, tariffs or any other charges or fees for additional services (collectively, "Additional Fees"). Unless otherwise stated on Astute's proposal, quote or invoice, the Customer is responsible for any and all Additional Fees. Prices are subject to change due to a manufacturers' price increase, a fluctuation in exchange rates or quoting errors.

**3. TERMS OF PAYMENT.** Payment is due as stated on Astute's invoice, 30 days from the invoice date or as otherwise approved in writing, without offset or any other deduction or withholding taxes or any other reason. On any past due invoice, Astute may charge interest from the payment-due date to the date of payment to the maximum amount allowed by the applicable law, plus reasonable legal fees and collection costs. At any time, Astute may change the terms of Customer's credit at any time, in writing. Astute may apply payments to any of the Customer's accounts. If the Customer defaults on any payment, Astute 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 Astute will expire if unused within 12 months.

**4. DELIVERY.** Astute's delivery dates are estimates only and subject to Astute's timely receipt of supplies. Astute shall not be responsible or liable for any costs, losses or damages arising out of or related to: (i) any failure to deliver Products within the time prescribed therefor; (ii) any delay in delivery; (iii) partial deliveries; or (iv) early deliveries. The Customer shall accept Products notwithstanding delayed, partial or delivered early. The Customer may not cancel any Orders based on delayed delivery of any part of an Order.

**5. TITLE.** Title shall pass to the Customer upon payment in full for the Product by the Customer.

**6. WARRANTY.** The Customer acknowledges that Astute is not the manufacturer of the Products. Astute shall pass through to Customer any transferable Product warranties, indemnities, and remedies provided to Astute by the manufacturer, including those for intellectual property infringement, if any, to the extent it is permitted to do so. If required by law, Astute 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, excepting all Products tested through the ACAP process which carry a 10 year warranty. If Astute performs value-added work such as integration work, tape-and-reel, or programming, Astute warrants such value-added work will conform to the Customer's written specifications accepted by Astute for 90 days after delivery by Astute. The customer's sole remedies for breach of Astute's warranty are, at Astute's choice: (i) repair of the Products; (ii) replacement of the Products; (iii) re-performance of the value-added work; or (iv) refund of Customer's purchase price for the Products. Astute 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.

Astute makes no other warranty, expressed or implied, such as warranty of merchantability, fitness for purpose or non-infringement. Unless warranted as described in this section, products are provided "as is".

**8. PRODUCT RETURN.** The customer may return Products to Astute only with a return material authorization ("RMA") number issued by Astute. An RMA shall be issued by Astute subject to the following:(i>Returns for Visual Defect: Astute receipt of written notice of any damage to outer packaging, damage to Products, shortage of Products, or other discrepancy ("Visual Defect") within five (5) business days after receipt of the shipment; otherwise, the Customer is deemed to have accepted the Products;(ii>Returns for Product Warranty: Astute receipt of written notice stating the specific Product defect within the warranty period;(iii)The defect notified under (i) or (ii) was caused solely by Astute or the original manufacturer;(iv)The defect notified under (i) or (ii) is not damage, shortage, or other discrepancy created by the Customer, a carrier, a freight provider or any third party;(v)Customer must return the Products to Astute in compliance with instructions in the RMA provided by Astute; and(vi) Astute's assessment of returned Products confirms eligibility for return under this section.

Astute may return Products not eligible for return under this section to Customer on a freight collect basis or hold such Products for Customer's collection and account at Customer's expense.

**9. LIMITATION OF LIABILITY.** In any action under or relating to this Agreement, whether based in contract, warranty, tort (including negligence) or any other legal theory, Astute shall not be liable for any indirect, special, incidental, punitive or consequential damages, including loss of profits, loss of revenue, loss of data, loss of use, rework, repair, manufacturing expense, costs of product recall, injury to reputation or loss of customers even if Astute has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy in this Agreement. In no event shall Astute's liability arising out of or in connection with this Agreement exceed the total amount paid to Astute for the specific Products at issue. To the extent Astute cannot lawfully disclaim any implied or statutory warranties, the Customer's statutory warranty rights are not affected by this limitation of liability.

**10. FORCES BEYOND ASTUTE'S CONTROL.** Astute will not be in breach of this Agreement and will not be liable for failure to fulfil its obligations under this Agreement, if any such failure or delay is due to or arising out of any legal theory of force majeure, an act of nature, act or omission of the Customer, act of a governmental authority, including laws, regulations, orders or decrees, operational disruptions, man-made or natural disasters, epidemic, pandemic, shortage of labour, energy, fuel, materials or Products, strike, labour action, criminal act, war, terrorism, civil unrest, delay in delivery or transportation, inability to obtain labour, materials or Products through regular sources, communication or power failures, Acts of God, or any cause beyond its reasonable control.

**11. USE OF PRODUCTS.** The Customer shall comply with the manufacturer's Product specifications. If the Customer uses or sells the Products for use in such applications outside of these specifications or fails to comply with the manufacturer's Product specifications, the Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk. Customer shall indemnify, defend and hold Astute harmless from any claims resulting from or arising out of: (i) Astute's compliance with Customer's designs, specifications, or instructions; (ii) modification of any Product by a party other than Astute; (iii) use of Products in combination with other products; (iv) use of Products not authorised as described above.



**12. EXPORT CONTROL.** Certain Products and related technology ("Items") sold by Astute are subject to export control regulations of the United Kingdom, 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 or other approval required to transfer, export, re-export or import the Items. Customer acknowledges that related technology consists of "Technical Data" and "Technical Assistance". Technical Data may be in the form of blueprints, plans, diagrams, models, tables, engineering, design and specifications, manuals and instructions written or recorded on media or devices such as disk, tape, or read-only memories. Technical Assistance may be in the form of instructions, skills training, working knowledge, or consulting services. Customer shall not directly or indirectly export, re-export, or transfer (or cause to be exported, re-exported or transferred) any Items to any country, jurisdiction, individual, corporation, organization, or entity to which such export, re-export, or transfer is restricted or prohibited by Export Laws, including sanctions or embargoes administered by the United Kingdom, the United States, the European Union and/or by any other applicable government authority.

**13. ELECTRONIC ORDERS.** If any part of the purchase and sale of Products, including the Customer's NCNR acknowledgment or demand forecast, uses EDI, the 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 the Customer and Astute. The Customer's acceptance of Astute's acknowledgment request or Astute'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** (i) This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the Astute 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 of the State of Texas shall apply. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. Each party consents to the exercise by any such court of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. The provisions of the United Nations convention on contracts for the International sale of goods shall not apply to this agreement. (ii) The Customer may not assign this Agreement or any right or obligation hereunder without Astute's prior written consent. Astute's affiliates may perform Astute's obligations under this Agreement. (iii) If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law. The unenforceability or invalidity of any term or condition will not affect the remainder of the terms or conditions. (iv) Products, including Software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and user licenses, and the Customer shall comply with such rights. (v) The Customer shall comply with all applicable laws, rules and regulations, including, but not limited to anticorruption laws such as the UK Bribery Act and local implementation legislation of the OECD Anti-bribery Convention. (vi) The Customer shall collect, process, store, and transfer all personal data provided by Astute under this Agreement in strict accordance with applicable law including, but not limited to, the EU data protection principles and requirements. The Customer shall use and store personal data solely for the purpose of facilitating communication and collaboration and for purchasing Products from Astute under this Agreement and for no other purposes. The Customer shall implement and maintain security procedures and practices appropriate to the nature of the personal data it collects, processes, stores, or transfers consistent with industry best practices. If personal data of EU residents is being transferred to countries outside the EU / EEA, the Customer shall ensure by appropriate means that such personal data continues to be handled and processed in accordance with the data protection principles of purpose limitation and necessity; data accuracy, data quality and proportionality; data security



and confidentiality. Rights of data subjects (access, rectification, deletion, and objection) must be ensured. In addition, the Customer shall reasonably assist Astute to promptly comply with inquiries it receives under applicable data protection laws. In the event Customer discovers or is notified of a data breach involving personal data provided by Astute, the Customer shall notify Astute of the data breach as soon as is practicable, but no later than twenty-four (24) hours after the Customer became aware of the data breach. The Customer shall take all actions necessary to contain the data breach and provide Astute with all reasonably necessary information on the data breach and remedial actions. The Customer certifies its understanding of the obligations and restrictions in this Section and its compliance with such obligations and restrictions. (vii) The parties agree that electronic signatures may be used for all purposes under this Agreement and shall be legally valid, effective and enforceable for all purposes hereunder. (viii) 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 Astute on an "as is" basis and does not form a part of the properties of the Product. Astute makes no representation as to the accuracy or completeness of the Product information, and disclaims all representatives, warranties and liabilities under any theory with respect to the product information. Astute recommends the Customer validates any Product Information before using or acting on such information. All Product information is subject to change without notice. Astute is not responsible for typographical or other errors or omissions in Product information. Astute's employees, representatives and/or agents have no authority to make any representations regarding Products other than those specified in this Agreement or a signed written amendment. Astute shall have no liability for any representation or information that is not a part of this Agreement.