Last Updated Date: _____, 2022

GENERAL TERMS AND CONDITIONS FOR THE SALE OF PARTS

1. Applicability and Acceptance.

(a) These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of parts ("**Parts**") by [_____] ("**Seller**") to any purchaser of the Parts ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both Buyer and Seller is in existence covering the sale of Parts, these Terms shall control and govern all sales of Parts from Seller to Buyer.

(b) The accompanying invoice (the "**Sales Confirmation**" and these Terms, collectively, the "**Agreement**") comprise the entire agreement between Buyer and Seller, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted a purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Buyer's order is an offer to buy, under these Terms, all Parts listed in such order.

c) All orders are subject to acceptance by Seller. If not so accepted, an order shall be deemed accepted by Seller upon delivery to Buyer. Seller may choose not to accept orders at its sole discretion, even after a confirmation is sent with order number and details of the Parts ordered. No additions or modifications by Buyer to its order following Seller's acceptance shall be deemed to have been accepted by Seller or form any part of any contract between Seller and Buyer unless Seller has first agreed in writing to such additions or modifications. Buyer shall not be entitled to cancel any order or postpone delivery of any Parts unless Seller has first agreed in writing to such cancellation or postponement. Buyer is solely responsible for any mistakes or errors in its orders placed with Seller.

2. Delivery.

(a) The Parts will be delivered within a reasonable time after the receipt of Buyer's order, subject to availability of finished Parts. Seller shall not be liable for any delays, loss or damage in transit. Shipping and delivery dates are estimates only and cannot be guaranteed.

(b) Unless otherwise agreed in writing by Seller and Buyer, Seller shall deliver the Parts FOB Seller's location (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Parts. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Parts to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Parts shipped whether such shipment is in whole or partial fulfillment of Buyer's order.

3. Title and Risk of Loss; Security Interest. Title and risk of loss pass to Buyer upon Seller's transfer of the Parts to the carrier at the Delivery Point, including when Seller prepays freight and then bills freight to the Buyer or when Buyer arranges freight and pays the freight carrier directly. In all situations, Buyer is responsible for the freight costs, unless otherwise agreed by Seller..

As collateral security for the payment of the purchase price of the Parts, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Parts, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

4. Amendment and Modification. These Terms are subject to change by Seller without prior written notice at any time, in Seller's sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date"

referenced on the accompanying website. Review these Terms prior to purchasing any Parts. Any purchase of Parts after the "Last Updated Date" will constitute acceptance of and agreement to such changes.

5. Inspection and Rejection of Nonconforming Parts.

(a) Buyer shall inspect the Parts within five days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Parts unless it notifies Seller in writing of any Nonconforming Parts during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Parts**" means only the following: (i) Part shipped is different than identified in Buyer's order; or (ii) Part's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Parts, Seller shall, in its sole discretion, (i) replace such Nonconforming Parts with conforming Parts, or (ii) credit or refund the Price for such Nonconforming Parts, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Parts to Seller's location. If Seller exercises its option to replace Nonconforming Parts, Seller shall, after receiving Buyer's shipment of Nonconforming Parts, ship to Buyer, at Buyer's expense and risk of loss, the replaced Parts.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Parts.

6. Price.

(a) Buyer shall purchase the Parts from Seller at the price[s] (the "**Price[s]**") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's order, subject to the terms of any promotions or discounts that may be applicable.

(b) Price increases will only apply to orders placed after the time of the increase. Prices do not include taxes, duties, shipping or handling. Buyer agrees that it will be responsible for filing all tax returns and paying applicable taxes and duties, or other applicable fees/charges. All taxes and other fees/charges will be added to the total price and itemized on Buyer’s invoice. Seller strives to display accurate price information, however, on occasion, inadvertent typographical errors, inaccuracies or omissions may be made related to pricing and availability. Seller reserves the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

7. Payment Terms.

(a) Payment for Parts purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (i) cash in advance; (ii) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as approved by Seller; (iii) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller’s written notices; or (iv) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. Nothing contained herein shall be construed as requiring Seller to sell any Parts to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate.

Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. Without waiving any of Seller’s other rights or remedies, Seller may refuse additional orders and suspend any services until all overdue amounts are paid in full.

(b) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.

8. Limited Warranty.

(a) Parts are warranted as provided in Seller's limited warranty policy (the "**Policy**") applicable to the specific part in effect at the time of sale, which Policy is incorporated herein by reference. Copies of the Policy may be obtained from Seller.

(b) **EXCEPT FOR THE WARRANTY SET FORTH IN THE POLICY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PARTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(c) **THE REMEDIES SET FORTH IN THE POLICY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THE POLICY.**

9. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

10. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Parts under this Agreement or any resale of the Parts by Buyer.

11. Termination. In the event of default by Buyer, and in addition to any remedies that may be provided under these Terms, all unpaid sums owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its rights of acceleration, Seller may pursue any and all remedies available to it under the Uniform Commercial Code. In addition, Seller shall have the right to set off any credits or amounts owed by Buyer against any amounts owed by Buyer to Seller. Events of default by Buyer include, but are not limited to, and for which Seller may terminate this Agreement with immediate effect upon written notice to Buyer: (i) failure to pay any amount when due under this Agreement; (ii) failure to otherwise perform or comply with any of these Terms, in whole or in part; or (iii) if Buyer 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.

12. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, 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 this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer

shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. Force Majeure. No party shall be liable or responsible to the other party, for any failure or delay in fulfilling or performing any of these Terms (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as pandemics/epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 14, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

15. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. No Third-Party Beneficiaries. 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 Terms.

18. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision.

19. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of equipment or parts hereunder.

20. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.