



Introduction: These General Terms and Conditions of Sale (the “Terms and Conditions”) apply to the sale of goods or services offered by Electro-Methods, L.P. (the “Supplier”). Amendments to these Terms and Conditions are subject to mutual written agreement. Any terms and conditions proposed in a buyer’s purchase order that conflict with these Terms and Conditions are rejected.

1. **Pricing.** Prices do not include sales, value added, use, excise or similar taxes, customs or import duties, freight and handling charges or non-standard packaging. Price quotations are valid for thirty (30) days from the date of issue. Prices exclude tooling charges unless otherwise indicated on the quote or purchase order acknowledgment. All quotes and subsequent purchase orders shall be in U.S. Dollar denomination.
2. **Delivery/Shipment.** Title to and risk of loss of such goods sold or services provided by Supplier shall pass to buyer upon their delivery, EX WORKS (Incoterms 2000) Seller’s location.
3. **Packaging and Transportation.** Seller shall package the goods in accordance with applicable industry standards and transport the goods by a responsible common carrier. Any additional packaging requirements that buyer imposes are at buyer’s expense.
4. **Partial Shipments.** Seller may make partial shipments and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale. Delay in delivery of any partial shipment will not relieve buyer of its obligation to accept delivery of remaining shipments hereunder.
5. **Inspection/Acceptance:** Inspection, acceptance or rightful rejection of goods shall be made within five (5) days after buyer’s receipt of goods and shall promptly notify Seller of non-conformity in writing (email being sufficient).
6. **Changes:** If buyer requests any changes to purchase orders accepted by Supplier, including (without limit) changes to quantity, due-delivery date, design, specifications, quality requirements, scopes of work, such changes shall be binding upon Supplier only with Supplier’s prior written confirmation and subject, where applicable, to price adjustments and modifications to terms and conditions.
7. **Delivery:** Seller will use reasonable efforts to complete buyer’s order in accordance with the estimated delivery or shipping date, but Seller will not be responsible for any delays in completing such an order nor liable for any losses or damages resulting from such delays, and the order will not be subject to cancellation for such delays. Seller shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including, but not limited to, fire, flood, strike or other labor difficulty, act of God, epidemic or pandemic, any legal proceeding, act of any governmental authority, act of buyer, war, riot, sabotage, terrorism, civil disturbance, embargo, fuel or energy shortage, wreck or delay in transportation, major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or any act, delay or failure to act of Seller’s suppliers and subcontractors of any tier beyond Seller’s or such supplier’s or subcontractor’s reasonable control. In the event of delay in performance due to any such cause, the date of shipment or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
8. **Tooling:** Title to and ownership of tooling (including dies, molds, jigs, tools, test equipment, without limitation) that are listed as a line item in an order shall vest in buyer upon full and final payment by buyer for such tooling. In all other circumstances, right title and interest of tooling shall vest in Seller.
9. **Warranty.** Seller warrants that the goods delivered to buyer hereunder will conform to buyer’s written specifications and will be free from defects in material and workmanship for a period of six (6) months from date of shipment of the goods from Seller to buyer. Buyer shall provide Seller with written notice of any non-conformance within thirty (30) days after buyer becomes aware of such non-conformance and, in any case, no later than six (6) months from date of shipment of the goods from Seller to buyer. At its election, Seller will repair, correct or replace at no cost to buyer, any goods that prove to be non-conforming with the foregoing warranty provided that Seller is given written notice of any such non-conformance within the warranty period and buyer returns the non-conforming goods to Seller. Seller shall bear all costs of shipping a replacement part. THE FOREGOING IS BUYER’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY BY SELLER.
10. **Confidentiality and Intellectual Property:** Unless otherwise agreed to in a separate confidentiality or non-disclosure agreement executed by the parties, Seller will not be bound by any obligations of confidentiality or non-disclosure. Unless otherwise agreed to in writing, no right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by Seller during the course of performance hereunder, is conveyed to buyer. Seller does not grant to buyer, and nothing contained herein will obligate or be construed to obligate Seller to grant to buyer, any license under any patents or other intellectual property owned by Seller. Except for data customarily provided for quality control purposes (which buyer will keep confidential and use solely for such purposes), Seller shall not be required to deliver any data concerning its manufacturing processes, unless such data has been funded

in whole by buyer.

- 11. Liability:** Buyer agrees to defend, indemnify and hold harmless Seller, its affiliates, partners, officers, employees, and agents from any liability, damages, costs or expenses (including court costs and reasonable attorneys' fees) arising out of a third party claim that alleges, with respect to any design, drawing or specification furnished or approved by buyer and used in the manufacture of the goods sold hereunder, any patent, trademark or copyright infringement or misappropriation of trade secrets. Buyer expressly agrees that, notwithstanding any other provision of these Terms and Conditions, under no circumstances shall Seller's aggregate liability resulting from the performance, failure to perform or breach of Seller's obligations herein or from any activity undertaken by Seller with respect to any good or service covered by this contract, whether based on negligence of any kind, strict liability or tort, on the part of Seller or its suppliers or subcontractors of any tier, or otherwise, exceed the value of such good or service as specified on the order or line item thereon. THE WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS ARE THE ONLY WARRANTIES APPLICABLE TO GOODS OR SERVICES SUPPLIED BY SELLER. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THE REMEDIES FOR BREACH OF WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE REMEDIES AND SELLER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, TEAR DOWN OR REBUILD OF ENGINES OR OTHER HIGHER ASSEMBLIES.
- 12. International Trade Compliance.** Goods, services and information supplied under a Buyer purchase order are subject to U.S. import and export laws and regulations and may be subject to European Union and other applicable countries' export and import laws and regulations. For shipments outside of the United States and unless otherwise agreed to by Seller in writing, buyer will be responsible for obtaining the appropriate export and import license(s) necessary to permit shipment of the ordered goods, including applications for agreements relating to defense services, and Seller will cooperate with buyer's reasonable requests for information in connection with buyer obtaining such licenses. Seller will have no liability to buyer in the event that an export license is not approved or is later withdrawn or suspended. Buyer agrees to comply with applicable import and export regulations whether administered by the Office of Defense Trade Controls, US Department of State, Bureau of Export Administration, the Department of Commerce, Office of Financial Asset Control (OFAC) or any other agency of the United States Government which provide, among other things, that the equipment shall not be re-sold, diverted, re-exported or disposed of in other than the country of ultimate destination without the prior approval of the United States Department of State or Commerce or other Agency of the United States Government, whichever is applicable. Buyer agrees to provide Seller any documentation that Seller reasonably requests to comply with applicable laws or regulations. For shipments within the United States, it is the responsibility of buyer or other exporter to comply with all United States export control laws and regulations.
- 13. Miscellaneous.** The contract arising pursuant to this order shall be governed by the laws of the State of Connecticut without giving effect to its conflict of law principles and excluding the International Convention on Contracts for the International Sale of Goods. The parties hereto irrevocably commit to venue of the Federal District Court for the District of Connecticut or the state courts in Hartford County in any action brought by the parties hereto concerning goods and services sold to buyer hereunder and the parties hereby irrevocably commit to the jurisdiction of these courts. These Terms and Conditions, and any accepted order, shall be binding on buyer. The order may not be assigned by buyer without the written consent of Seller. Seller's remedies provided herein shall be cumulative and in addition to any other remedies provided by law or equity. Either party's failure to insist on performance of any of these Terms and Conditions or exercise any right shall not be deemed a waiver unless in writing signed by the party waiving performance. A waiver on one occasion shall not thereafter operate as a waiver of any other terms, conditions or rights, whether or not the same or similar type. The invalidity, in whole or in part, of any provision will not affect the remainder of such provision or any other provision. If any provision or application of these Terms and Conditions is invalid or unenforceable, then a suitable and equitable provision will be substituted for such provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of these Terms and Conditions, including the invalid or unenforceable provision. Buyer may enter Seller's facility(ies) that are performing the order only on reasonable notice during normal business hours, subject at all times to Seller's safety rules and rules pertaining to limitations necessary to comply with applicable import and export regulations and protection of the confidential and proprietary information of Seller or its customers. It is recognized by the parties that in instances where work is being performed under orders for the U.S. Government or prime contractors contracting with the U.S. Government, applicable FAR/DFARS or other Government regulatory clauses may apply if accepted by Seller expressly writing.
- 14. Survival.** Sections 9, 10, 11, 12 and 13 shall survive termination, cancellation or expiration of the contract or any accepted order.