

# Terms and Conditions

Except as otherwise superseded by terms contained in a mutually executed written agreement between the parties, all quotations and sales by Technologent, its subsidiaries or affiliates, are subject to these terms and conditions and those on the front of this document.

1. Except as otherwise set forth on the front of this documents. Terms of payment are from invoice date. Title shall pass to Customer upon delivery to the carrier. Freight is prepaid and added. Risk of Loss transfers upon Delivery. Prices are for product and product services only and may exclude any taxes, freight, handling, duty or other similar charges. Customer is responsible for any additional fees. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Technologent reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill any obligation when due.
2. In the absence of prior agreement as to shipping, Technologent may select a carrier. Technologent's responsibility for any loss or damage ends when products are delivered to the customer, or to customer's agent (including, without limitation, any test house or value-added service provider), whichever occurs first. Customer will pay for storage charges if products are held by Technologent at customer's request pending instructions or rescheduled delivery.
3. Technologent warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization for 90 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Technologent or the manufacturer. Customer agrees that it shall obtain all product, maintenance, and warranty support for the products directly from the manufacturer. Customer's exclusive remedy, if any, under these warranties is limited, at Technologent's election, to any one of (a) refund of customer's purchase price, (b) repair by Technologent or the manufacturer of any products found to be defective, or (c) replacement of any such product by the manufacturer. Customer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY TECHNOLOGENT OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. TECHNOLOGENT ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO TECHNOLOGENT BY OR ON BEHALF OF CUSTOMER. Use of the customer's part number on this document or on any products is for convenience only and does not constitute any representation by Technologent with respect to the performance, specifications, or fitness of any part for any purpose.
4. Upon any breach by customer of these terms and conditions, Technologent will have all rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies will be cumulative and not exclusive including but not limited to assessing up to 1.5% monthly interest on overdue invoices and terminating Customer access to any cloud, hardware, software or services that Customer has not paid for. Customer is responsible for and will hold harmless and indemnify Technologent from and against all costs and expenses incurred by Technologent in collecting any sums owed by customer (which may include, but are not limited to, collection agency and reasonable attorneys'

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fees). If Technologent incurs costs collecting on any judgment arising out of customer's breach, customer will be responsible for them, and this provision will survive the entry of any such judgment. Technologent shall have the right to offset any sum owed by Technologent or any Technologent subsidiary to Customer against any sum owed by Customer to Technologent or any Technologent subsidiary. All transactions are governed by the laws of the State of California. The parties waive any right to trial by jury.

5. Products are deemed accepted by customer unless customer notifies Technologent in writing within 5 days of delivery of product shortages, damage, or other discrepancy ("visual defect"). No returns may be made for any reason without a Return Material Authorization issued by Technologent. In the event of a return, product returns may be subject to vendor/manufacturer restocking fee. If customer refuses to accept tender or delivery of any products or returns any products without authorization from Technologent, such products will be held by Technologent awaiting customer's instruction for 20 days, after which Technologent may deem the products abandoned and dispose of them as it sees fit, without crediting customer's account.
6. Technologent will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with any fire, flood, accident, riot, earthquake, pandemic, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Technologent's suppliers or any other cause or causes beyond Technologent's reasonable control. Technologent reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Technologent reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply.
7. All quotations and sales are made only upon these terms and conditions and those on the front of this document. Unless there is an existing purchase/service agreement, this document, and not any purchase order or other customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter-offer and is a rejection of any other terms or conditions. Customer, by accepting any products/services, making any payments or ordering any products/services having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not Technologent will specifically or expressly object to any of customer's terms. Technologent's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of Technologent before becoming binding on Technologent.
8. If customer's order is placed under a contract with the United States Government, Technologent agrees to comply with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed Technologent on notice. In no event will United States Government Cost Account Standards apply. All rights in technical data and software owned or licensed by Technologent or the manufacturer are hereby reserved and deemed restricted or limited. No provision of customer's contract with the government will be binding on Technologent or the manufacturer except as expressly set forth in the paragraph.
9. Unless specifically otherwise agreed in writing by Technologent, customer acknowledges that products sold by Technologent are not intended for and will not be used in life support systems, human implantation, nuclear facilities, warfare or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Technologent

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harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.

10. Any or all products may be subject to export or resale restriction or regulation, and customer acknowledges that it will comply with such regulations or restrictions. Any or all products may have been imported. Country or origin information is as provided to Technologent by its suppliers and is, where applicable, located on the products themselves or the supplier's innermost packaging thereof.
11. Cloud Services rendered by Technologent are, in addition to these Terms, subject to Technologent's Cloud Terms of Service which are available to Client on written request. In the event that client utilizes a third party cloud service provider (e.g. Amazon Web Services, Microsoft Azure, Google Cloud, IBM Cloud, or other cloud service provider of a similar nature) in connection with the Services, Client shall be liable for all fees due to such cloud service provider, howsoever arising, regardless of whether such fees are impacted by Technologent's provision of these Services hereunder.
12. Except for the warranty coverage referenced in paragraph 3 above, NEITHER TECHNOLOGENT NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN TECHNOLOGENT'S PERFORMANCE HEREUNDER, VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED TECHNOLOGENT OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.
13. The performance of any value-added service may void the manufacturer's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third party value-added service provider is deemed to be an agent of customer.
14. Any software included in or relating to products is supplied by the manufacturer. Technologent makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with the manufacturer's or other requirements with regard to proprietary and similar rights in and to such software (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if the seal on any "shrink wrapped" software has been broken by Technologent, and will indemnify Technologent against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of such requirements or any claims of IP infringement.
15. Technologent may assign accounts receivable to any entity. In order to defray the cost of customer account administration any credit balance or other sum owed to customer which remains unclaimed by customer for a period of twelve months will become the property of Technologent. No refunds will be paid to any customer which has a balance greater than the credit.
16. No order may be canceled, rescheduled or reconfigured without Technologent's prior written authorization and, in such event, customer will be liable to Technologent for any additional costs and expenses incurred by Technologent.

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17. Prices are subject to change by Technologent upon customer rescheduling or reconfiguration of orders. Prices are also subject to change in response to supplier price increases, whereupon, customer may cancel the undelivered portion of any affected order by delivering written notice to Technologent prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.