

**INTEGRA TECHNOLOGIES, INC.**  
**SELLER TERMS AND CONDITIONS**

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THE FOLLOWING TERMS AND CONDITIONS ("THIS AGREEMENT") SET FORTH THE EXCLUSIVE TERMS AND CONDITIONS BETWEEN INTEGRA TECHNOLOGIES, INC. ("SELLER") AND THE BUYER ("BUYER") FOR THE PRODUCTS AND SERVICES ("PRODUCTS") PERTAINING TO THE QUOTED ITEMS REFERENCING THESE TERMS AND CONDITIONS. BY ACCEPTING SELLER'S TERMS AND CONDITIONS, THE BUYER ACKNOWLEDGES THE SELLER'S TERMS AND CONDITIONS WILL TAKE PRECEDENCE OVER ANY ADDITIONAL OR CONFLICTING CLAUSES FROM BUYER'S TERMS AND CONDITIONS. SELLER WILL NOT ACCEPT ANY PURCHASE ORDER THAT DOES NOT STATE THIS ORDER OF RECEDENCE IN THE FIRST PAGE OF TEXT OF THE ORDER.

1. **APPLICABILITY.** THESE STANDARD TERMS AND CONDITIONS OF SALE (THIS "AGREEMENT") IS A FUNDAMENTAL PART OF, IS INCORPORATED BY THIS REFERENCE INTO, AND IS SUBJECT ONLY TO THE EXPRESS PROVISIONS OF, ANY ORDER CONFIRMATION PROVIDED BY INTEGRA TECHNOLOGIES, INC. ("SELLER"). ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE DEEMED A MATERIAL ALTERATION OF, AND BE INAPPLICABLE TO, THIS TRANSACTION UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN AUTHORIZED EMPLOYEE OF SELLER. SUBJECT TO THE FOREGOING, THIS AGREEMENT EXCLUSIVELY GOVERNS ALL QUOTATIONS AND SALES ENTERED INTO BY SELLER. ACCEPTANCE OF A BUYER'S ORDER AND SELLER'S AGREEMENT TO FURNISH PRODUCTS OR SERVICES ARE EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THIS AGREEMENT. The Buyer is the entity with whom Seller has or anticipates having a contractual relationship to provide products or services ("Buyer"). Buyers' issuance of a purchase order for the products or services shall constitute Buyer's acknowledgement and agreement that this Agreement is intended to be the parties' final expression and exclusive statement of the terms of their agreement and supersede all terms and conditions otherwise discussed or proposed by Buyer or Seller, except as otherwise provided above. No course of dealing, no usage of trade, and no acceptance of or acquiescence to any course of performance shall modify, alter or be relevant to explain or modify this Agreement.
2. **PAYMENT.** NET 30 Days. If purchase order pertains to a US Federal Contract, FAR 232-40 for Accelerated Payment to Small Business can be invoked by the BUYER.
3. **PRICES.** Prices are specified by Seller in U.S. dollars (unless another denomination is expressly identified). All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions that are not a part of the original price quotation. Prices are exclusive of all federal, state, municipal or other government excise, sales, use, value added, occupational or like taxes. Prices are consequently subject to increase by the amount of any such tax that Seller pays or is required to pay or collect upon sale or delivery of products. Any certificate of exemptions or similar document or proceeding required to exempt the sale of products from sales or use tax liability shall be obtained by Buyer, at its expense.
4. **TERMS OF PAYMENT.** Terms are payment in advance, except where open account credit is established, in which case terms are net thirty (30) days from the date of invoice. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason. Seller reserves the right at any time to revoke any credit extended to Buyer for any risk deemed sufficient by Seller. Seller will issue invoices on delivery in the case of all products; if deliveries are made in installments, each shipment shall be invoiced and payable when due without regard to other scheduled deliveries. Overdue payments shall be subject to finance charges computed at a periodic rate of 1.5% per month (18% per year) or, if less, the maximum rate permitted by law. All amounts owed by Buyer with respect to which there is no dispute shall be paid without set-off of any amount that Buyer may claim is owed by Seller and regardless of any other controversies that may exist. In the event of default by Buyer, Seller shall be entitled to recover from Buyer costs, fees, and expenses incurred by Seller in collecting amounts owed by Buyer, including, reasonable attorneys' fees, court costs and other costs of collection.
5. **DELIVERY.** All domestic deliveries are EX Works Seller's factory. All international deliveries are FCA Seller's Factory (Incoterms 2010). Title and risk of loss with respect to the products shall pass to Buyer upon shipment from Seller's Factory. Any loss or damage after delivery shall not relieve Buyer from

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any obligations hereunder. Seller reserves the right to make deliveries in installments. All products will be scheduled for shipment in accordance with Seller's applicable shipment sequence and Seller will confirm in writing, and amend as appropriate, the shipment schedule. If Buyer fails to make each payment when it is due, Seller reserves the right to withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. Seller's suspension of performance may result in a rescheduling delay contingent on current product availability. Under no circumstances shall Seller be liable to Buyer for any delay either in shipment or in delivery. If a delay or a force majeure event under Section 16 below occurs, Seller may, at its option, (a) extend the delivery date for a time equal to the period of the delay and/or (b) allocate its available supply among its customers when it is unable to supply its total demands and/or commitments. In no event shall Seller be obligated to compensate Buyer for the re-procurement of products, services or other items from others.

6. **SHIPMENT.** If Buyer's nominated carrier fails to pick up product as scheduled, Seller reserves the right to select another carrier and ship the products to Buyer's address indicated on Buyer's purchase order at Buyer's expense. Seller will not assume any liability in connection with the shipment or constitute any carrier as its agent. Buyer shall be responsible for making all claims with carriers, insurers, warehouses and others for non-delivery, loss, damage or delay. All claims for damage to products or shortage must be made within fifteen (15) days of shipment.

7. **Purchase Orders.**

**Standard Lead-Time** - "Standard Lead-Time" is the period required to manufacture products under normal manufacturing requirements and is measured from acceptance of a purchase order until product delivery. Standard Lead-Times are included as part of a product specific quote and are no less than 8 weeks. No purchase order will be accepted for a delivery date sooner than the quoted lead time.

**Order Changes: Rescheduling, Cancellation and Returns.** Cancellations, rescheduling, expedites, quantity decreases, or push-out requests are subject to surcharges and fees based on the amount of lead-time of the specific request and the Factory Confirmed Delivery (FCD) for the order as specified in Sections 8, 9, 10, and 11.

**Changes to Delivery Schedule.** Any request inside of quoted Lead-Time to pull in or push out must be approved in writing by an authorized agent of Seller and if authorized Buyer must send a formal change order to reflect the new delivery timeframe.

**Advanced Material Purchases.** Buyer may request Seller to procure long lead time material or other material associated with a SCD or part number in advance of placing a production order for that specific SCD or part number. Seller shall quote Buyer for this activity and Buyer may place an Advanced Material purchase order for the associated material. Seller shall procure the Advanced Material and invoice Buyer's purchase order immediately upon receipt of material. Buyer will pay the invoice and deduct the equivalent amount from the associated production order.

8. **CANCELLATION CHARGES.**

- a. Orders for custom part numbers are non cancellable.
- b. For catalog part numbers, Buyer may cancel orders/line items subject to the following limitations and charges based upon the number of days from the date Seller receives Buyer's written notice of cancellation to the FCD for the cancelled orders/line items:
  - i. Cancellation request greater than 50% of but less than Standard Lead-Time – Cancellation allowed with cancellation penalty of 50% of order/line item price.
  - ii. Cancellation request less than 50% of Standard Lead-Time– Cancellation penalty of 100% of order/line item price.
- c. For Advanced Material, Seller will do its best to work with suppliers to cancel what can be cancelled. For any Advanced Materials that are non cancelable or unable to be canceled Seller shall immediately invoice for 100% of the cost of those materials plus a 15% administrative charge of the total purchase order value.

9. **RETURNS.** Buyer shall not return any products for any reason without the prior authorization of

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Seller and the issuance by Seller of a Return Material Authorization (RMA). Returns must be shipped using Seller's preferred carrier. The RMA shall specify the RMA number, the terms and conditions upon which returns may be made, and Seller's preferred carrier. The RMA number must be marked on the outer shipping carton packing list, commercial invoice and carrier airway bill when products are returned. Returns made without obtaining prior authorization or without the RMA number properly marked on the outer shipping carton will be returned to sender at Buyer's expense. Products for which the seal of the anti-static shipping bag has been broken may not be returned. Seller reserves the right to perform failure analysis for any product deemed as non conforming. The failure analysis shall determine root cause including the party at fault for the failure. The party at fault shall bear the cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection.

**10. NO MODIFICATION OR REVERSE ENGINEERING. Buyer agrees that it will not copy, modify, adapt, alter, translate, or create derivative works from any of the products purchased from Seller or derive, attempt to derive or direct others to derive the source code of any software product or the physical structure or technical properties of any other product purchased from Seller by reverse engineering, disassembly, decompilation, or any other means.**

**11. WARRANTY.** Seller warrants that each product will be free of defects in material and workmanship and conform to Seller's applicable specifications for one (1) year from the date of shipment, and further warrants the repaired element within the product for a period of six (6) months from redelivery. Seller's sole liability and responsibility under this warranty is to repair, replace any returned product which Seller determines does not conform to the warranty. Product returned to Seller for warranty service will be shipped to Seller at Buyer's expense and will be returned to Buyer at Seller's expense. Under no circumstances shall Buyer take a credit, nor will Seller issue a credit memo, for any returned material prior to completion of failure analysis to determine root cause of non conformance and the party at fault. If Buyer takes an unauthorized credit, Buyer will be charged at a rate of 1.5% monthly.

In no event shall Seller be responsible under this warranty for any defect which is caused by negligence, misuse, or mistreatment of a product or for any unit which has been altered or modified in any way. The warranty for replacement products shall terminate with the warranty of the product. Seller makes NO WARRANTY for products identified as prototypes, engineering samples, test boards, pre-production qualified products, products used as described in Section 18 below, or products not manufactured by Seller. All such unwarranted products are sold to Buyer "AS IS". Seller's warranties as hereinabove set forth shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of, Seller's rendering of technical advice or service in connection with Buyer's order of the products furnished hereunder.

**12. WARRANTY DISCLAIMER. SELLER'S EXPRESS WARRANTY TO BUYER CONSTITUTES SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

**13. DEFENSE OF INFRINGEMENT CLAIMS.** If a third party files a claim or brings an action against Buyer alleging that a product, as delivered by Seller to Buyer, infringes a United States Patent, United States copyright, United States trademark or other United States intellectual property right, and if Seller is promptly advised of any such claim or action by Buyer, then Seller shall assume and have sole control of the defense of any such action or claim at its own expense, including the sole power and authority to negotiate any settlement or compromise and shall be responsible for any judgment or award issued in such action based on such infringement. If at any time use of the product is enjoined or is discontinued because of such action, Seller shall, at its sole option and expense, either procure for Buyer the right to continue using the product, replace, or modify the product so that it becomes non-infringing or grant Buyer a credit for the purchase price of the

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product and accept its return. Seller shall not have any liability or obligation under this Section if the infringement of a third party right is based in any way upon (i) the use of products in combination with other components, equipment or software not furnished by Seller; (ii) use of a product in practicing any process; (iii) any product which has been modified or altered; (iv) the manner in which the product is used even if Seller has been advised of such use; or (v) Seller's compliance with Buyer's designs, specification or instructions. In no event shall Seller's total liability to Buyer under this Section exceed the aggregate sum paid to Seller by Buyer for the infringing products. If any suit or proceeding is brought against Seller based on a claim that the products manufactured by Seller in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Seller shall reciprocally apply with respect to Buyer. The foregoing states the sole and exclusive liability of the parties hereto for patent infringement and is in lieu of all warranties, express, implied, or statutory, in regard thereto. No license or right is granted by Seller to the Buyer under any patent, patent application, trademark, copyright, software, or trade secret. Any such grant shall be made in a separate written agreement.

- 14. SUBSTITUTIONS AND MODIFICATIONS OF SPECIFICIATIONS; CATALOG PRODUCT CHANGE OR OBSOLESCENCE/END OF LIFE NOTIFICATIONS.** Seller reserves the right to make substitutions and modifications in the specifications of any of the products or parts thereof designed by Seller provided such substitutions or modifications will not materially affect the performance of such products.
- 15. ASSIGNMENT.** Neither this Agreement nor any purchase order issued and accepted under this Agreement is assignable by Buyer without the prior written consent of Seller and any attempt to assign any rights, duties or obligations arising hereunder shall be void.
- 16. FORCE MAJEURE.** Seller shall not be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence, including acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity (including acts of government related to economic sanctions and embargoes), fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, earthquakes, and unusually severe weather. In the event that causes of the type described above ("Force Majeure") adversely affect performance of this Purchase Order, the Seller shall so notify the Buyers authorized representative in writing. Buyer may reasonably adjust the delivery schedule due to the existence of a Force Majeure. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of such delay and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay.
- 17. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY SELLER, SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMERS OR ANY OTHER THIRD PARTY, IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, FOR ANY LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE ARISING OUT OF ANY CLAIM FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RELATED TO THE PRODUCTS SOLD HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OPPORTUNITIES, OR INTERRUPTION OF BUSINESS) OR PUNITIVE DAMAGES DUE TO ANY CAUSE WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS CONTRACT FAIL THEIR ESSENTIAL PURPOSE. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL THE ACCRUED TOTAL LIABILITY OF SELLER TO BUYER OR ANY THIRD PARTY FOR ALL LOSSES OR TYPES OF DAMAGES, WHETHER FROM ANY LAWSUIT, CLAIM, WARRANTY, OR OTHER DISPUTED MATTER EXCEED THE AGGREGATE SUM PAID TO SELLER BY BUYER UNDER THE ORDER THAT GIVES RISE TO SUCH LOSS OR DAMAGE.**

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- 18. USE IN SAFETY AND LIFE SUPPORT APPLICATIONS. PRODUCTS SOLD BY SELLER TO BUYER HEREUNDER ARE NOT DESIGNED OR INTENDED FOR USE IN APPLICATIONS WHERE FAILURE CAN REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY OR DEATH (INCLUDING, WITHOUT LIMITATION, FOR, NUCLEAR OR SAFETY EQUIPMENT, FOR SURGICAL IMPLANT, FOR RESCUE OF PERSONS OR TO SUPPORT, PROTECT OR SUSTAIN LIFE). BUYER USES, MARKETS, AND SELLS THE PRODUCTS FOR SUCH APPLICATIONS AT ITS SOLE RISK AND EXPENSE, AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL DAMAGES, COSTS OR EXPENSES ARISING FROM ANY CLAIM OR ACTION OF ANY THIRD PARTY BASED ON THE ACTUAL OR ALLEGED FAILURE OF A PRODUCT TO PERFORM SUCH APPLICATIONS AND AGREES THAT SELLER'S WARRANTY IN THIS AGREEMENT DOES NOT EXTEND TO ANY SUCH APPLICATIONS.**
- 19. PROPRIETARY INFORMATION/RELEASE.** Except as required by law, neither Seller nor Buyer shall publicly announce or disclose terms and conditions of this Agreement, or advertise or release any publicity regarding this Agreement, without the prior written consent of the other party. This provision shall survive the expiration, termination or cancellation of this Agreement. The protection of any confidential or proprietary information of either shall be governed by these terms and conditions.
- 20. WAIVERS.** All rights and remedies of Seller hereunder shall be cumulative and may be exercised singularly or concurrently. In the event that either party shall on any occasion fail to perform any term herein and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- 21. EXPORTS.** The ultimate shipment of potential orders solicited by Buyer shall be subject to the right and ability of Seller to make such sales and shipments under all policies, decrees, orders, laws, rules and regulations of the United States government and agencies and instrumentalities thereof presently in effect, or which may be in effect hereafter, which govern exports or otherwise pertain to export controls, including, without limitation, the Export Administration Regulations (EAR), International Traffic-in-Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC) regulations. Any order which has been accepted by Seller but which cannot be fulfilled due to such policies, decrees, orders, laws, rules or regulations shall be considered to have been rejected when submitted to Seller for acceptance or rejection. Buyer shall not transfer, directly or indirectly, any product or technical data received from Seller or the direct product of such data, to any destination subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. government agency. In addition, any products sold hereunder may not be exported, reexported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g. nuclear, chemical, or biological weapons and the missile technology to deliver them). The parties acknowledge that they may each be subject to penalties for transacting business involving product, or Seller's technical information, with any customers that it knows or has reason to know are subject to denial of U.S. export privileges, or engages, directly or indirectly in prohibited nuclear, chemical, biological or missile technologies. Buyer shall indemnify and defend Seller and Seller's officers, directors, shareholders, employees and agents, and its successors and assigns (collectively and severally, "Indemnified Seller") against, and hold Indemnified Seller harmless from, any loss, claim, damage, suits, costs, expenses (including without limitation attorneys, accountants and other professional fees), that arise out of or result from any breach of this Section 21 by Buyer.
- 22. COMPLIANCE WITH LAWS.** Buyer shall comply with all applicable U.S. and foreign laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended. Buyer shall not, in connection with any business transactions involving Seller, make or promise to make any payment or transfer anything of value, directly or indirectly, to any governmental official, political party, officer, director, employee, or representative of any actual or potential customer of Seller or any other person or entity if such payment or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or otherwise violate the laws of the country in which made or the laws of the United States. Buyer shall indemnify and hold Seller harmless against any and all losses, fines, penalties, costs, and expenses incurred by Seller as a result of Buyer's breach of the foregoing obligations.

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- 23. ORDER OF PRECEDENCE.** These terms and conditions constitute the entire agreement between the parties and supersedes all previous terms and conditions, whether oral or written. Buyer agrees to include the order of precedence statement with these terms and conditions taking precedence over all others on the first page of any purchase order.
- 24. FEDERAL CONTRACT TERMS.** If the products to be furnished under this Agreement are in support of a US government contract or subcontract, then Seller shall work with Buyer to review and approve applicable FARs and formally communicate applicable FARs and quote accordingly. Unless expressly quoted and accepted by the Seller, any other flow down requirements are expressly rejected. Further, in any order submitted by a Buyer that is a prime contractor or subcontractor of the US government, the Buyer agrees to the following:
- a) the purchase order between the Buyer and Seller will contain only those FAR and Defense Federal Acquisition Regulation (DFAR) clauses that are required in a purchase order for Commercial Items as defined in FAR 2.101 and FAR 52.202-1 and apply based on Seller's status as a supplier or a subcontractor, and the dollar threshold and type of the purchase order; b) Seller retains proprietary rights in all technical data and computer software provided under the purchase order to the fullest extent permitted under the FAR and DFAR as it relates to the sale of Commercial Items. Seller will grant only limited rights or restricted rights to the U.S. government. Further, Buyer agrees to retain any proprietary legends that Seller includes on the products to be furnished under this Agreement; and c) the purchase order between the Buyer and Seller shall provide no rights (including rights of audit of Seller's cost or pricing data) to any third party other than rights that the U.S. government may have as a matter of law.
- 25. GOVERNING LAW.** This Agreement is made in, governed by and shall be construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles. Subject to Section 28 below, any suit or action arising out of or in connection with this agreement, any purchase order issued hereunder or any breach hereof, may be brought and maintained in the federal or state courts in Wilmington, Delaware. The parties hereby irrevocably submit to the jurisdiction of such courts for the purpose of such suit or action and hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection it may now or hereafter have to the venue of any such suit or action in any such court. If the products purchased hereunder are purchased by a Buyer residing in a country other than the United States, then the parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this Agreement.
- 26. DISPUTE RESOLUTIONS.** If there is a dispute between Seller and Buyer arising from this Agreement (a "Dispute"), and the parties cannot promptly resolve it through negotiation, then either party may submit the Dispute to binding arbitration by one arbitrator in Wilmington, Delaware in accordance with the rules of the American Arbitration Association and judgment upon the arbitral award may be entered in any court having jurisdiction over Buyer or Seller or their respective assets. Buyer and Seller shall select a mutually acceptable arbitrator. If, within twenty (20) days of the notice of intent to arbitrate from one party, Buyer and Seller have failed to select an arbitrator, then the arbitrator shall be selected by the American Arbitration Association. Buyer and Seller shall be allowed reasonable depositions and discovery with the advance leave granted by the Arbitrator. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect either party's rights under this Agreement pending the establishment of the arbitral tribunal or its determination of the merits of the Dispute.
- 27. NOTICE.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed as received, if sent by air courier, upon receipt or five (5) days after posting, or if sent by electronic mail (email), twenty-four (24) hours after dispatch.
- 28. QUALITY SYSTEM:** Seller's Quality System shall be IAW ISO:9001 2015 compliant