

## TERMS & CONDITIONS OF SALES

These Terms & Conditions of Sales (these "Terms"), along with the applicable Sarica Manufacturing Company LTD ("Sarica") client quote (the "Quote") and the applicable Sarica order confirmation (the "Confirmation"), each as may be amended by Sarica from time to time (collectively, the "Agreement"), supersede all prior understandings, transactions and communications, oral or written, with respect to the matters referred to herein, including without limitation the sale of goods and services by Sarica and forms the complete agreement between you the purchaser of goods or services ("you" or "Customer") and Sarica. Acceptance by Sarica of your order or your acceptance of Sarica' quote or other agreement is expressly limited to and conditioned upon your acceptance of and assent to the terms of this Agreement and those referred to herein. Any additional, inconsistent or different terms or conditions contained in or made available through your purchase order, or other documents, or materials, or correspondence submitted or otherwise made available by you at any time, whether before or after the date hereof (collectively, "Customer Materials"), are hereby expressly rejected by Sarica. Without limiting the forgoing, no click-wrap or other terms or conditions provided with any Customer Materials will constitute a part or amendment of this Agreement or are or will be binding on Sarica for any purpose. You acknowledge that, notwithstanding anything to the contrary contained in any Customer Materials, YOUR SIGNATURE ON THE QUOTE, OR THE CONFIRMATION, OR YOUR SUBMISSION OF ANY EMAIL OR OTHER ELECTRONIC CORRESPONDENCE OR OTHER WRITTEN DOCUMENT REFERENCING THE QUOTE OR THE CONFIRMATION, OR YOUR PAYMENT OF ANY AMOUNT OWED HEREUNDER, OR YOUR RECEIPT AND ACCEPTANCE OF ANY SARICA GOODS IN WHOLE OR IN PART, OR any other manifestation of YOUR assent to THESE TERMS OR THIS AGREEMENT shall constitute acceptance by you of this AGREEMENT. any sale of goods or provision of service by Sarica is expressly CONDITIONED on your acceptance of this Agreement.

Pricing – Quotes for piece prices are firm for a period of thirty (30) days from the date of quotation, provided that such piece is delivered to Customer within a maximum of six (6) months from the date of the applicable Quote, unless otherwise there is a written agreement between Sarica and our customers. You agree to purchase the goods and services set forth on the applicable Quote and Confirmation (the "Goods") from Sarica at the prices set forth in applicable Quote and Confirmation. All prices are exclusive of all sales, use, value added, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by you. You shall be responsible for all such charges, costs and taxes; provided, that, you shall not be responsible for any taxes imposed on, or with respect to, Sarica' income, revenues, gross receipts, personal or real property, or other assets.

Re-orders prices are subject to adjustment based on revisions of specification, materials, supplies, cost of labor, quantity ordered and shipping schedule.

Terms - Standard payment terms are Net 30 days. For all OUT OF the USA shipment, payment terms are PREPAID. Wire transfer, the fee is \$32 per transaction. For all Credit Card Payment, the fee is 3% of the total payment. All sales are Non-Cancellable, Non-Returnable. You shall pay all amounts due to Sarica in U.S. dollars, unless otherwise agreed in writing. Although Sarica may accept the payment of certain amounts by credit card or other payment methods, Sarica reserves the right to restrict and alter payment methods and terms in its sole discretion. You represent and warrant that (i) all information including without limitation credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, (iv) you will pay charges incurred by you at the price indicated in the Confirmation, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your Order, (v) you acknowledge that Sarica may use third parties to process certain transactions and you expressly consent to the transmission of personal information, including credit card information to such third parties. Without limiting the generality of the foregoing, if you fail to pay any amount owed hereunder when due, or if your financial condition becomes impaired or unsatisfactory to Sarica, Sarica may require you to provide satisfactory security and may without liability suspend performance hereunder and withhold further deliveries until such security is received. Any amount payable by you that remains unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable by law from the due date until such amount is paid. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Sarica, whether relating to Sarica breach, bankruptcy or otherwise. You will reimburse Sarica for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

Tooling & Specifications - Charges for all Non-Reoccurring Engineering and tooling (new and revised) are grouped as NRE unless buyer specifically requests otherwise and Sarica accepts such request in writing. Electrical test fixtures are normally shown separately. All data and/or tooling not active for two (2) years or more is subject to disposal within thirty (30) days thereafter unless Sarica has been previously notified otherwise to retain and agreed to such retention in writing. To avoid the manufacture of obsolete product, it is the sole responsibility of buyer to advise Sarica of all changes in prints or specifications which affect tooling or process or product. All production tools and fixtures are the property of Sarica.

Warranty – In the unfortunate event that damage has occurred in transit, you shall note any damage to the Good or packaging on the bill of lading and notify the driver of the damages prior to departure. Then, notify Sarica immediately of

such damage. Any damage and defect must be reported within 48 hours of delivery. You shall inspect all Goods immediately upon delivery, and all Goods will be deemed to have accepted unless you notify Sarica in writing of any Nonconforming Goods within thirty days of delivery. For the purpose of this Agreement, "Nonconforming Goods" shall mean Goods that at the time of delivery fail to meet the limited warranty set forth below. Defective Goods and goods delivered in error may be returned to Sarica only after receipt of a Return Authorization Number from Sarica. Unless otherwise agreed to in writing by an authorized representative of Sarica, you are solely responsible for the cost and coordination of return shipment. Shipping charges are non-refundable. Sarica warrants to you, as the original purchaser, that at the time of delivery the Goods shall conform to the specifications set forth in the applicable Quote or Confirmation, and if no such specifications exist, Sarica's published specifications for such Goods and or otherwise consistent with material, substitutions, rework and repairs, and tolerances generally used by Sarica (the "Specifications"), which Specifications are incorporated herein by this reference, and that the Goods are and shall remain free from material Defects in material and workmanship for a period of three months from delivery if properly stored, handled, assembled, maintained and used under normal conditions. For the purpose of this Agreement, "Defects" are defined as imperfection in material or workmanship that will materially impair the use of the applicable Goods. Any claim of under this warranty must be presented promptly in writing setting forth in detail the nature of the Defect to Sarica. Sarica shall have a commercially reasonable length of time, after notice and recognition of a claim of Defect to remedy the nonconformity or defect by, at Sarica's discretion, repair or replacement, in accordance with the terms of this warranty, or provide a pro-rata refund or credit of the applicable purchase price amount received by Sarica for such Good. These remedies are your exclusive remedies for breach of warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN OR AMONG THE PARTIES, THE WARRANTIES AND LIMITS OF LIABILITY DESCRIBED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, UNDER NO CIRCUMSTANCE SHALL SARICA'S LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED IN WHOLE OR IN PART TO THIS AGREEMENT OR THE GOODS: (A) EXTEND TO OR INCLUDE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR PROFIT, BUSINESS INTERRUPTION, OR LOSS OF OPPORTUNITY, OR (B) EXCEED IN THE AGGREGATE THE TOTAL OF THE AMOUNTS RECEIVED BY SARICA FOR THE APPLICABLE GOOD PURSUANT TO THIS AGREEMENT IN THE THREE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Delays – We are not responsible for delays in making delivery or any failure to make delivery due to causes beyond our control including, but not limited to, acts of regulations of any governmental authority, fire, work, stoppages or slow downs, accident, flood, war, national emergency, public disorder, transportation shortages and delays, and shortages of fuel or materials.

Freight - Freight shall be Ex Works INCOTERMS 2010 ("EXW") Sarica facility in origin or such other facility as may be designated by Sarica (the "Delivery Point"). Delivery shall occur, risk of loss or damage, and title shall transfer to Customer, when Goods are made available at the Delivery Point. All Goods will be packaged in the manner determined by Sarica, unless otherwise requested by you and agreed to in writing by Sarica. In the event an individual is required to be present at the time Goods are unloaded at your facility, it shall be your responsibility to ensure such individual is present. You acknowledge that even if Sarica assists with the coordination of shipping, freight and risk of loss remain your responsibility. In no event shall Sarica or its representatives be required to coordinate moving, unpacking or provide assembly services. All shipping and delivery dates are approximate and delivery is subject to unavoidable delays. Sarica shall not be liable for any delays or damage, loss or expense incurred by you. You agree that Sarica may make partial shipments of Goods, and each shipment will constitute a separate and independent transaction. In the absence of specific routing instruction by Customer, Sarica will exercise commercially reasonable judgment to route shipments. We assume no responsibility for changes by carriers.

Production and Shipments – Production and shipments against orders will be continuous until completed unless otherwise specified by you and agreed to by us in writing. We reserve the right to ship 10% over or under the amount originally specified on items manufactured on special order.

Patents – The Customer expressly agrees to protect and indemnify us against any claims or suits for patent or other intellectual property infringement resulting from the manufacture of a part of a product according to Customer's specifications.

Cooperation - With respect to the Goods and the parties obligations hereunder, you represent that you will (i) cooperate with Sarica in all matters relating to the Goods; (ii) respond promptly to any Sarica request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Sarica to perform its obligations in accordance with the requirements of this Agreement; (iii) provide such materials or information as Sarica may reasonably request to carry out its obligations hereunder, and ensure that such Customer materials or information are complete and accurate in all

material respects; and (iv) comply with all applicable U.S. and foreign laws in relation to the Goods and the performance of your obligations hereunder, including without limitation the Foreign Corrupt Practices Act of 1977, US export control laws, including the Export Administration Regulations promulgated under the Export Administration Act of 1979 and the International Traffic in Arms Regulations administered by the US Department of State. You shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release or divert any Good, in violation thereof.

**Confidentiality** - You agree to hold all Confidential Information in confidence and not to use such information for any purpose other than to perform your obligations pursuant to this Agreement. You shall treat all Confidential Information with at least the same degree of care as you accord your own confidential information, and in no event less than a standard of reasonable care. For the purpose of this Agreement, Confidential Information shall include, but is not limited to: samples, patterns, specifications, designs, drawings, documents, discounts or rebates, vendor information, business plans, marketing plans and procedures, strategies, proposals and budgets, financial information and forecasts, and other information that constitutes proprietary or trade secret information belonging Sarica whether disclosed orally or accessed in written, electronic or other form or media and whether or not marked, designated, or otherwise identified as "confidential."

**General Provisions** - Customer may not assign, delegate, or transfer this Agreement or any right or obligation hereunder, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of Sarica, and any attempt by Customer to assign this Agreement without such consent will be null and void. Sarica may assign this Agreement and any of its hereunder without Customer's consent. Subject to the preceding sentence, this Agreement will bind each party and its permitted successors and assigns. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the State of Ohio without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Ohio to the rights and duties of the parties. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement or the Goods. Except for actions for injunctive or other equitable relief, which may be brought in any court of competent jurisdiction, any dispute regarding this Agreement or the Goods shall be subject to the exclusive jurisdiction of the Ohio state courts in and for Franklin County, Ohio, U.S.A. (or, if there is federal jurisdiction, the United States District Court for Franklin County), and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, neither party shall be entitled to claim that any provision should be construed against the other party by reason of the fact that it was drafted by the other party. In addition to any remedies that may be provided under this Agreement, Sarica may terminate this Agreement in whole or in part with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any obligation, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or have commenced against Customer or any of its affiliates proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. This Agreement may not be amended or modified except as expressly provided herein or in a writing signed by a duly authorized representative of each party; no other act, document, usage, or custom will be deemed to amend or modify this Agreement. No waiver by Sarica of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by any authorized representative of Sarica. 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