

**TERMS AND CONDITIONS OF SALES BY MEMPHIS ELECTRONIC, INC.
(Memphis Electronic-Americas)**

1. Integrated Agreement: These terms and conditions are fully incorporated into the integrated series of paper or electronic documents issued, created, or submitted by Memphis Electronic, Inc. (“MEI”) as a seller including, without limitation, any electronic or paper quotation, acknowledgement, invoice, or any other document created or issued by MEI as a seller by any software, and together these terms and conditions and the prior referenced documents comprise the integrated agreement between MEI and Purchaser whether they cross-reference each other or not (collectively the “Agreement”). The contents of each component of the Agreement are to be construed as complementary and supplemental to the maximum extent possible. If there is any conflict among matters in any component of the Agreement, then these terms and conditions govern over any conflicting or inconsistent matter. The shipment, delivery, and/or acceptance of goods covered by the Agreement are deemed to be a signature and acceptance of the Agreement when there is no other signature or acceptance.

2. Agreement Controls: MEI’s offer, acceptance, and performance are expressly conditioned upon the Agreement solely defining the relationship between MEI and Purchaser. Any prior oral statement or representation not otherwise set forth in the Agreement, or any term, condition, or provision different than or inconsistent with the Agreement, are rejected and are not part of the Agreement. MEI does not accept, by act, omission or conduct any terms, conditions, or provisions other than those set forth in the Agreement.

3. Warranty/Representation – Plans and Specifications: Purchaser warrants and represents that Purchaser shall use the described goods in strict compliance with the terms of any patent, copyright, trademark, service mark or similar mark, confidentiality obligations, applicable plans or specifications, manufacturer’s specifications or instructions and applicable technical standards. Purchaser shall comply with all applicable, local, state, or federal laws, rules, regulations, and statutes. These warranties and representations extend to any subsequent purchaser.

4. DISCLAIMER OF WARRANTIES/Pass Through Manufacturer’s Warranties: MEI, to the maximum extent possible, shall pass through any non-MEI warranties issued by any manufacturer. MEI disclaims any express or implied warranty, including, without limitation, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

5. Seller’s Remedies: Seller shall have all legal, equitable, statutory, or other remedies or relief including, without limitation, the right of offset, setoff, recoupment, retention, and resale.

6. LIMITATION ON PURCHASER’S REMEDIES: Purchaser shall accept or reject any goods within 14_ days after the Purchaser receives the goods. Purchaser waives the right of revocation of acceptance. Purchaser’s remedy for any claim that Purchaser may have against MEI arising in contract, in tort, at law, in equity, by statute or otherwise shall, to the maximum extent permitted, be limited to a repair or replacement remedy. PURCHASER SHALL NOT BE ENTITLED TO RECOVER AND PURCHASER HEREBY WAIVES ANY RIGHT TO RECOVER INCIDENTAL, OUT-OF-POCKET, BENEFIT OF THE BARGAIN OR CONSEQUENTIAL DAMAGES OTHER THAN THE REASONABLE AND NECESSARY COSTS TO REPAIR OR REPLACE ANY DEFECTIVE GOOD THAT HAS BEEN PROPERLY USED AND INSTALLED.

7. Delegation/Assignment: There shall be no delegation or assignment of any duties, rights, or obligations herein except with the other party’s consent (which shall not be unreasonably withheld).

8. CHOICE OF FORUM/ARBITRATION: Any dispute arising between MEI and Purchaser arising in contract, in tort, at law, in equity, by statute or otherwise shall only be brought and prosecuted in Houston, Harris County, Texas and further be resolved by arbitration by a single arbitrator under the then current version of the commercial arbitration rules of the American Arbitration Association. The Arbitrator shall issue a reasoned arbitration award within thirty (30) days of the closing of the arbitration trial (which will start no later than ten (10) months after the initiation of the arbitration). **The text, rules, and regulations of INCOTERMS 2020 shall apply to any issue arising out of a dispute described above; provided, however, that in the event the text, rules, or regulations of INCOTERMS 2020 do not cover an issue arising out a dispute described above, then the laws of the State of Texas apply to that non-covered issue (without regard to the application of any choice-of-law provisions).**

9. Indemnity: Purchaser hereby agrees to defend, indemnify and hold MEI harmless from any claim, judgment or damages arising in contract, in tort, at law, in equity, by statute or otherwise and from any costs (including attorneys' fees) arising from or to be incurred as a result of any such claims attributable to any wrongful act, omission or conduct of Purchaser or of any person who purchases, leases or acquires any of the described goods after Purchaser.

10. Non-Cancelable-Non-Returnable: Unless expressly disclaimed in writing, all quotations, orders, and sales are on a Non-Cancelable-Non-Returnable (NCNR) basis.

11. Shipment Terms / Transfer of Risk: Shipment terms are FCA Seller's facility (INCOTERMS 2020) unless otherwise terms accepted by both parties in writing. Transfer of risk to all goods passes to Purchaser at MEI's offices. Purchaser bears all costs, fees, premiums, insurance costs, taxes, VAT, shipping costs, duties, import/export fees, unloading, unpackaging, and risks once title passes.

12. Title: Until the Seller's claims for payment against the Buyer arising from the business relationship have been satisfied in full, the Seller shall retain title to the goods delivered ("Retained Goods"). In the event of payment by check or bill of exchange, the retention of title shall not expire until any liability for the Seller under the check or bill of exchange has expired. Buyer authorizes Seller to file and to sign on behalf of Buyer any paperwork necessary to perfect this security interest or lien.

13. Delivery Dates: The delivery dates stated by the Seller are non-binding. All performance obligations of the Seller are in particular subject to the timely and correct self-delivery. The Seller reserves the right to make partial deliveries to a reasonable extent. The promise of a binding delivery date requires a separate written agreement.

14. U.S. Government Contracts: If the Products are to be used in the performance of a U.S. government contract or subcontract, no government requirements or regulations shall be binding upon Seller unless (a) Seller must comply with such provisions and regulations applicable to a distributor as a matter of law, and (b) specifically agreed to in writing

15. Intellectual Property. If an order includes software or other intellectual property, such software or other intellectual property is provided by Seller to Purchaser subject to the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

16. Force Majeure: A party's failure to comply with any deadline or obligation under any order or sales caused by a force majeure shall not be deemed a failure to comply or default by that party. Rather,

the party claiming a force majeure event must do so in objective good faith and must notify the other party of the force majeure before performance of the deadline or the obligation is required or permitted. In that case, the impacted deadline or obligation shall be extended a reasonable time until after the end of the force majeure event; provided, however, that if a party is prevented by a force majeure event for more than sixty (60) days, then the other party may, at that party's sole discretion, terminate the order or sales with all parties incurring the costs and expenses incurred to date. A force majeure event is an event that is a greater force beyond your control which interferes with performance that suspends performance, in whole or in part, of a deadline or obligation due to unforeseen or unavoidable acts beyond a party's control which include, without limitation, acts of God, acts of war, riots, terrorist attacks, strikes, lockouts, embargoes, governmental confiscation or impoundments, natural disasters, pandemics, epidemics, blockades, and supply-chain delays, market fluctuations, increases in component prices, and changes in supply or demand.

17. Further Compliance: Without limiting any other obligation or duty, the parties shall comply with the anti-bribery and corruption laws of each convention, region, community, nation, state, or locality, avoid the sale of goods made from conflict materials, and the U. S. Foreign Corrupt Practices Act, the UK Bribery Act, the Waste Electrical and Electronic Equipment Directive, the Packing Materials Directive, the Battery Directive, and all successors and amendments thereto.

18. Modification/Waiver. No term, provision, or condition of any component may be modified except by a writing (not including an exchange of emails) signed by MEI and Purchaser. The failure of MEI or Purchaser to enforce any particular right or remedy does not waive the right to exercise the same right or remedy in the future.

19. Non-Reliance. Purchaser affirms that, in agreeing to purchase goods from MEI, Purchaser has not relied upon any statement, promise, representation, term, provision, or condition not expressly contained in the Agreement.