

FOXTRONICS TERMS AND CONDITIONS OF PURCHASE

- 1. Orders.** All purchase orders (each, individually an “Order” and collectively the “Orders”) between CCK Automations, LLC d/b/a Foxtronics and its divisions (Accutron, OSDA, CCK and PCBA) (“Buyer”) and the party identified as Seller, Supplier or Vendor on the fact of the Order (“Seller”) are expressly limited to and made conditional upon the terms and conditions contained herein, and any of Seller’s terms in addition to or different from those contained herein, whether contained in an acknowledgment, invoice, or other document sent to Buyer, are hereby objected to, shall be of no effect, and shall not be part of the parties’ agreement or binding on Buyer. If there is a written master agreement between Buyer and Seller which states that it is the governing agreement for purchased and that its terms take precedence over the terms of Orders, then the terms of such master agreement shall govern in the event of inconsistency between the terms of the Order and the terms of the master agreement.
- 2. Order Acceptance.** The Order shall be deemed accepted upon the earliest of Seller’s written acknowledgment, commence of performance, or shipment of goods. Seller shall confirm pricing and delivery within two (2) business days of receipt of the Order and absent Seller’s written confirmation within such period, Seller shall be deemed to have accepted the Order in its entirety.
- 3. Price.** Seller shall furnish the goods or services in accordance with the price set forth on the fact of the Order. Unless otherwise stated, the price terms contained herein include all costs or charges of any kind that will be paid by Buyer and Buyer shall not be liable for any other costs or charges, all of which shall be borne by Seller, including, without limitation, charges for inspection, packaging, freight, all federal, state and municipal sales, use and excise taxes, VAT, tariffs, duties, and the like. The price shall remain fixed until completion of the deliveries contemplated in the Order and there shall be no change to price (even for scope changes) unless agreed in writing by Buyer prior to any action which may affect the price. Seller warrants that the prices charged for goods or services covered by this Order will be as low as the lowest price charged to Seller to customers purchasing goods or services of like kind and quantity.
- 4. Time is of the Essence.** Time is of the essence in the performance of Seller’s obligations hereunder and Buyer is relying upon timely performance by Seller. Delivery shall be strictly in accordance with the schedule set forth in Order (the “Delivery Date”). Orders will be considered as "On-Time" when they arrive no more than ten (10) business days early and no more than three (3) business days late. Delays in the shipment(s) shall be reported immediately by the Seller to Buyer. Buyer's production schedules are based upon the understanding that goods and services will arrive or be performed on or before the

Delivery Date. Buyer reserves the right to cancel the Order without liability in whole or in part if Seller fails to make deliveries in accordance with the terms of the Order and pursuant to the Delivery Date. Buyer reserves the right to refuse or return at Seller's risk and expense shipments received more than thirty (30) days in advance of the schedule of deliveries set forth on the Order(s). Buyer's acceptance of Seller's late performance will not be deemed a waiver of this provision.

5. **Supplementary Order Information.** Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in or included with the Order shall be considered incorporated herein by reference as if fully set forth herein. In case of any discrepancies or questions, the Seller shall refer to the Buyer for the final decision(s) or instructions as necessary.
6. **Title to Specifications.** Buyer shall at all times have title to all drawings and specifications furnished by Buyer to Seller and intended for use in connection with the Order. Seller shall not disclose such drawings and specifications to any person, firm, or corporation other than the Buyer's or Seller's employees, subcontractors (who have signed a confidentiality agreement at least as protective as the confidentiality requirements contained herein), or Government inspectors (if and to the extent required by law). The Seller shall, upon Buyer's request, promptly return all drawing and specification information to the Buyer.
7. **Buyer's Property.** All material, including tools, furnished, or specifically paid for by the Buyer, unless otherwise specified herein, shall be the property of Buyer. They shall be subject to removal at any time without additional cost upon demand by Buyer. They shall be used only in filling orders from the Buyer and kept separate from other materials or tools. Additionally, the tooling will be clearly identified as the property of the Buyer. Seller assumes all liability for loss or damage with the exception of normal wear and tear and agrees to supply detailed statements of inventory promptly as agreed or when requested with appropriate notice.
8. **Order Changes.** Buyer may make changes in the Delivery Date, drawings, quantities, designs, and specifications under this Order, prior to confirmation. Additionally, from time to time, prior to shipment and without penalty or charge Seller understands that production priorities may change and will accommodate reasonable Delivery Date adjustments. Likewise, Buyer may make changes in the method of shipping or packing and place of delivery under this Order at any time prior to shipment without penalty or additional charge. All changes and terminations that affect the Order must be authorized in writing by an officer of Buyer.
9. **Termination & Suspension.** Buyer may upon notice to Supplier terminate, cancel or suspend the Order, in whole or in part, for convenience. Buyer may return for any or no reason, at Buyer's expense, all or any portion of the Goods to Supplier for a refund at any time within ninety (90) days from delivery, without any penalties or restocking fees,

unless Buyer has agreed in writing (which writing must be signed by Buyer and not an email) that such Goods are non-returnable, non-refundable, and non-cancelable. Buyer may upon notice to Supplier terminate or cancel all or any portion of the Order for Supplier's breach or default if in Buyer's reasonable option, Supplier has (i) failed to deliver the Goods as directed by Buyer; (ii) failed to replace or correct defective Goods; (iii) failed to perform any requirements of the PO; or (iv) failed to make progress under the PO so as to endanger performance in accordance with its terms. In case of Buyer's termination or cancelation for breach or default, Buyer may procure substitute goods similar to those canceled or terminated and Seller shall be liable for Buyer's excess costs associated therewith.

10. **Payment.** Payment terms are specified on the Order. Seller shall send invoices to Buyer's Accounts Payable Department at the address shown on the Order. Invoices are not to be enclosed with goods or submitted to individuals or other addresses. Delays in receiving invoices, as well as errors and omissions thereon, will be considered just cause for withholding payment without losing discount privileges. Unless otherwise agreed in writing, invoices covering goods shipped in advance of specified Delivery Dates will not be paid until their normal A/P maturity date for the specified Order delivery.
11. **Remedies.** The rights and remedies provided to Buyer herein shall be cumulative and in addition to any other rights and remedies granted by law or equity (or provided under the Uniform Commercial Code). Buyer shall have, in addition, any other rights and remedies provided by law, equity or under the Order, the right to set off against any open Order any amount owing at any time from the Buyer to the Seller.
12. **Cash Discounts.** Discounts shall be calculated from the date the goods are received by Buyer, at the referenced Order destination.
13. **Order Quantities and Over shipments.** Subject to inspection and acceptance, Buyer will pay only for quantities ordered and delivered correctly. Goods delivered in excess of the quantity ordered can result in substantial administrative expenses to the Buyer. Therefore, goods delivered under the Order in excess of the quantity specified within the Order's line items may be retained by the Buyer at no additional cost. Seller shall be liable for handling charges or return shipping costs for any excess quantities shipped by Seller and returned by Buyer.
14. **Shelf-Life.** Goods supplied with limited shelf-life must have a minimum of 75% shelf-life remaining to be considered acceptable. Seller is responsible for alerting Buyer about any difficulties in meeting this requirement before any shipment occurs.
15. **Shipping and Packaging.** All goods are to be shipped freight collected, FOB destination by the specified carrier unless otherwise stated in the Order. (a) Shipments are to be made via UPS or FedEx accounts, with ground shipping as the default unless otherwise authorized in writing by Buyer. Seller is responsible for ground shipments. Expedited

shipments and palletized freight require prior written approval, and alternate freight arrangements collect using Buyer's freight account accordingly. (b) DO NOT CHARGE INSURANCE except upon Buyer's written request. (c) Regardless of FOB point, Seller agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which occur prior to acceptance by Buyer. (d) No such loss, injury, or destruction shall release Seller from any obligations hereunder. (e) All electronic / electromechanical parts supplied to Buyer are to be packaged in ESD protective packaging and furnished in tape-and-reel tube, tray, or continuous strip unless Buyer expressly authorizes bulk packaging on the face of the Order. (f) Parts should be in original factory packaging and packed in a manner to prevent damage during transit. (g) Seller is responsible for all cost associated with noncompliance of the goods with environmental and product laws and regulations including without limitation RoHS, REACH, or WEEE requirements and if the goods are not compliant with these requirements, Buyer will return for all goods not meeting any applicable environmental or product compliance regulations. No manufacturer part number substitutions are permitted without prior buyer authorization; unauthorized substitutions will be rejected upon receipt. Seller shall provide Manufacturer Certificate of, lot codes and date codes on all packing lists, labels, and material containers.

16. **Warranty.** The Seller warrants that all goods and services delivered hereunder will (a) conform exactly to the design and specifications and to drawings, samples, or other descriptions referred to in or on the Order; (b) conform strictly to the requirements of the Order; (c) be merchantable, fit for their intended purpose and free from any defects in materials, workmanship, and design (if and to the extent such design is furnished by Seller); (d) be new and authentic; (e) not be counterfeit or suspect counterfeit parts (defined as including, but not limited to: (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM specification; (iii) an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening, and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not); (f) be compliant with all applicable laws, regulations and safe for their intended use. Buyer shall endeavor to give the Seller any notice of any defect or non-conformity (whether latent or patent) within one year from the date of delivery of any articles affected thereby, the Seller shall at no cost to Buyer within ten (10) business days from receipt of notice, repair or replace articles thereof, or accept the return of such goods, at Buyer's sole option. In the event Seller furnishes services that do not comply with the Order, Seller will within ten

(10) business days either satisfactorily reperform the services or refund the price paid for such services, at Buyer's sole option. Further, Seller shall reimburse the Buyer's cost of direct material scrap and rework, including associated labor and other reasonable costs including, without limitation, the costs of reprocurring replacement goods and services and costs of rework. This warranty shall survive the Buyer's inspection, delivery, acceptance, or payment by the Buyer and shall be extended to the Buyer and its customer. Nothing herein shall operate to exclude or limit Seller's warranties implied by law.

17. **Inspection and Rejection.** Final inspection shall be on the Buyer's premises unless otherwise agreed in writing. Rejected material that does not conform to the Order, is defective or nonconforming (including without limitation solderability issues) or has been mishandled or damaged in shipment may be returned at the Seller's expense, including transportation and any reasonable handling costs incurred by Buyer.
18. **Nonconforming goods.** Sellers shall notify Buyer if non-conforming goods have been shipped to Buyer.
19. **Product Change Notification.** Seller agrees to have lot and date code and change control procedures incorporated into its production system. Seller shall provide Buyer with advance, written notification of any change to its system that has any effect on the goods and shall not implement any such change without Buyer's prior, written approval.
20. **Record Retention.** Seller shall maintain all fabrication or manufacturing and related data records for a minimum of 15 years from the last date Seller ships goods or provides services to Buyer. These records may be written or electronic and shall include, but are not limited to, purchase order number, pricing, quantity shipped, ship date, part revision, date and lot numbers, inspection, and corresponding shipping information. Seller will not destroy such records without Buyer's prior written approval. Certain projects may require different retention periods and procedures and in such case, Seller shall follow any such instructions outlined in the Order.
21. **Source Inspection.** As needed and upon request, Seller will make available to Buyer, end-customer, or Government representatives its production or facility for any necessary source inspection validation, which may include all documentation generated for the production of the goods and services that are supplied to Buyer. Appropriate notice will be given for any related source inspection request, and normal business protocols will be properly negotiated with the appropriate parties.
22. **Confidentiality.** Confidential Information & Proprietary Rights. Seller shall take all necessary steps to protect Buyer Confidential Information (as defined herein) with at least the same degree of care that Seller uses to protect its own confidential and proprietary information of like kind, but in no event less than reasonable care. "Buyer Confidential Information" means all information relating to Buyer's products or operations that is disclosed to Seller or created during the performance of the Order. Buyer Confidential

Information includes, but is not limited to, all business or technical information that is disclosed to Seller, directly or indirectly, in writing, orally or visually, but does not include information that (a) was already in Seller's possession before its receipt from Buyer without restriction on its use or disclosure; (b) is or becomes available to the general public through no act or fault of Seller, or (c) is rightfully disclosed to Seller by a third party without restriction on its use or disclosure. Except as otherwise expressly agreed in writing by Buyer, Seller shall not (i) use any Buyer Confidential Information except to conduct business with or on behalf of Buyer or (ii) disclose to any third party any Buyer Confidential Information except to conduct business with or on behalf of Buyer, in which event Seller shall (A) first ensure that such third party has signed a written confidentiality agreement having terms at least as restrictive as those herein and (B) Buyer has consented in writing to such disclosure. At any time upon Buyer's request Seller shall promptly return or destroy any Buyer Confidential Information. Buyer may have valuable Intellectual Property Rights (as defined herein) in tooling, documents, information or other materials provided to Seller. Seller shall not acquire any right, title or interest in any Intellectual Property Rights of Buyer. Seller may use Buyer's Intellectual Property Rights only in the production and supply of Goods to Buyer. Without limiting the foregoing, Seller agrees that goods manufactured based on Buyer's Confidential Information may not be used for Seller's own use or sold to third parties without Buyer's prior written consent. "Intellectual Property Rights" means patents, copyrights, know-how, trade secrets, trademarks, service marks, and industrial design rights. If an Order includes development, such as designing a unique product or modifying an existing Seller product, Seller grants to Buyer a perpetual, worldwide, paid-up, royalty-free, non-exclusive license, with the right to sublicense, to make, have made, use, offer to sell, sell, export, and import all inventions or other results of Seller's development work that Seller conceives, develops, acquires, or reduces to practice in the course of performing the Order. Notwithstanding anything to the contrary contained herein, Buyer shall own all Intellectual Property Rights, including any inventions that are derived from, based on, or incorporate any Buyer Confidential Information or Buyer's Intellectual Property Rights (or those licensed by Buyer). Seller shall properly disclose and assign, and hereby does assign, all of Seller's right, title and interest in such Intellectual Property Rights to Buyer or shall cause the same to be so assigned. Further, Seller shall execute, or cause to be executed at Buyer's expense, all applications, assignments, or other instruments that Buyer may deem necessary in connection with such Intellectual Property Rights. Seller grants to Buyer a perpetual, worldwide paid up, royalty-free, nonexclusive license under each copyright that Seller owns, controls or has a right to license to reproduce, prepare derivatives of, sublicense, distribute, perform and display any software that is embedded or loaded into the Goods ("Embedded Software") in conjunction with the use or sale of the goods.

Nothing herein prohibits either party from reporting possible violations of federal law or regulations to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal law or regulation.

23. **Tooling.** Whenever tooling, die fixtures, molds are specified as a line item on the Order, such tools shall be and will remain, the sole property of Buyer. Such tools shall be maintained at the Seller's facility and kept in good operational condition. Upon demand, such tooling, die fixtures, or molds shall be delivered to Buyer via common carrier or other agreed-upon shipping methods.
24. **Indemnification.** Seller shall defend, indemnify, and hold harmless Buyer and its employees, directors, owners, agents and customers from all actions, claims, costs, damages, losses, demands, fines, interest, judgments, liabilities, penalties, proceedings, suits (including appeal) and expenses (including without limitation reasonable attorneys' fees) and arising out of Seller's performance or nonperformance of the Order ("Claims") including, without limitation, Claims alleging (a) personal injury, bodily injury, illness, or death of any person; (b) damage to, loss of, or loss of use of any property; (c) violation of any governmental laws, regulations, ordinances, permits, licenses or orders; (d) breach of any terms or any default under the Order; (e) infringement, dilution, misappropriation or other violation of any party's intellectual property rights; or (f) Seller's negligence or wrongful conduct.
25. **Assignment and Place of Production.** Seller shall not subcontract, outsource, or delegate any duties, nor assign any rights or claims under this Order without the prior written consent of Buyer, and any such attempted subcontracting, outsourcing, delegation or assignment shall not be binding on Buyer. Seller shall provide all Services at Buyer's facilities or Seller's facilities as identified under this Order unless agreed to in writing between Seller and Buyer.
26. All claims for moneys due or to become due from Buyer shall be subject to deduction or offset by Buyer for any set-off or counterclaim arising out of this or any other of the Buyer's Orders with the Seller, whether such set-off or counterclaim arose before or after any such assignment by the Seller.
27. **Bankruptcy.** In the event of any proceeding, voluntary or involuntary in bankruptcy or insolvency by or against Seller, including any proceeding under the applicable Federal or State Bankruptcy law currently in effect, or in the event of the appointment with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then Buyer shall be entitled to cancel any unfilled part of the Order without any liability whatsoever, and Buyer shall be entitled to withhold, for a reasonable time, from any payments due from the Buyer an amount estimated by the Buyer to be a reasonable reserve for payment to Buyer of any future claims against Seller for returns, defects, breach of the Order and the like.

28. **Objective Quality Evidence.** Seller shall maintain objective, quality evidence for goods supplied hereunder in accordance with an approved quality standards system. Seller shall supply this evidence to the Buyer upon appropriate request.
29. **Compliance with Laws.** Seller shall and will cause its subcontractors and sub-suppliers, if any to, comply with all Federal, State, and local laws applicable to the Order and the goods or services delivered hereunder.
30. **Equal Opportunity.** Seller further agrees to comply with the provisions of all rules and regulations (including those of the Secretary of Labor) and Executive Orders (including Nos. 11246, 11375, 11625, 11701, and 11758) applicable to the order regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap, and veteran status.
31. **Seller Flow Down Requirements.** Seller shall ensure that all relevant Order requirements are flowed down to its sub-tier suppliers (and theirs, and so on). Seller's sub-tier suppliers are responsible for complying with the same specifications and requirements specified in this Order. Seller shall alert Buyer if they are unable to flow down any applicable order requirements prior to Order confirmation.
32. **Counterfeit Detection.** Seller shall have a counterfeit detection process for all electrical, electronic, and other electronic component parts that meet the intent, at a minimum, of SAE standard AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition, and AS6081 - Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, and Disposition. Goods obtained from brokers or non-authorized sources shall be subject to counterfeit mitigation, inspection, and testing in accordance with AS6171 prior to delivery to Buyer at Seller's cost. Seller shall not deliver any goods that fail or do not complete the applicable AS6171 testing requirements. For purpose of this section, goods may be referred to as "parts" or a "part." In the event a part is not directly available from the OCM/ OEM or franchised distributors, purchase from independent distributors may be made, but the evidence of supply chain traceability (chain of custody) back to the OCM/ OEM shall be provided as a Certification of Conformance. The Certification shall clearly identify the name and location of all of the supply chain intermediaries from the original manufacturer to the final source of the product delivered to Buyer. Note: Distributors shall, in addition to the above, include their company's certification (Certificate of Conformance) for each part number shipped. If evidence of supply chain traceability (chain of custody) to the OCM/ OEM is not available, Seller must notify Buyer immediately in writing and get authorization to purchase this product, and Buyer will send Seller a D088 (Component Purchase Approval) form to complete. Notification: Should Seller become aware of confirmed counterfeit parts that, by any means, have been acquired for the Order, whether they have not been delivered to Buyer, Seller shall notify Buyer as soon as possible but no later than seven (7) days of discovery. Seller must verify

Buyer's receipt of this notification in writing. Confirmed counterfeit parts are expected to be reported to the Government-Industry Data Exchange Program (GIDEP) and applicable Canadian and/or US Government investigative authorities not later than 60 days. Confirmed counterfeit parts will be segregated from conforming parts and controlled until rendered unusable, outside testing laboratory as needed, and by physical destruction (for example, cutting of leads and mechanical mutilation). Seller shall quarantine suspect counterfeit and/or suspect counterfeit parts and make these available for investigation by appropriate government authorities. Seller shall be liable for all costs relating to the removal and replacement of counterfeit goods and the cost of rework or corrective action that may be required to remedy the use or inclusion of such goods.

33. Regulatory and Environmental Compliance. Seller shall comply with all federal, state and local laws and government rules and regulations of the United States of America and other countries as applicable to Seller's authorized Seller, manufacturing facility, sale, import or export of the Items (inclusive of packaging and marking) or the performance of services covered by this Order, including but not limited to: the import and export laws/regulations of the United States or recognized governments or agencies in all appropriately contracted countries. Likewise, Seller shall comply with all Environmental Regulations governing the manufacture, use, and distribution of the Items furnished under this Order at Seller's own expense. For this purpose, "Environmental Regulations" means all laws, regulations, directives, ordinances, orders, and decrees of any kind, adopted or implemented in any country, state, province, region or jurisdiction governing: (i) the use of hazardous substances; (ii) waste electrical and electronic equipment; (iii) conflict minerals; (iv) batteries, accumulators and waste batteries and accumulators; (v) packaging and packaging waste; and (vi) the registration, evaluation, authorization, and restriction of chemicals. Environmental Regulations include, but are not limited to, Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011, Restriction on the Use of certain Hazardous Substances in Electrical and Electronic Equipment, (RoHS 3") and/or ("EU RoHS"), European Directive (EC) No 2015/863 on the Registration, Evaluation, Authorization, and restrictions of Chemicals ("EU REACH- SVHC10/2019") <https://echa.europa.eu/candidate-list-table>, ("WEEE COMPLIANCE-2/2003"), ("US CALIFORNIA PROP. 65 - 8/1986") and notification of use of "Conflict Minerals" under Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act(s), each as currently amended. Seller shall provide written certification and proof of its compliance under this Buyer Flow-Down Requirement upon request.

34. Customs. Seller shall be responsible for obtaining any licenses or governmental permits for export and import of the goods to the country of final destination, to or from the United States, and any other country where the goods may be transshipped, landed or utilized. Seller will comply with all applicable Federal, State, or local laws, regulations,

ordinances, rules and regulations. Seller agrees that Buyer will have the right, without incurring any liability to the Seller, to withhold payment of any invoices, should Seller fail to materially comply with the applicable Federal, State, or local laws, rules and regulations, ordinances, or the terms and conditions contained within. Seller agrees that it can and will comply with all applicable U.S. export laws and regulations, including the International Traffic in Arms Regulations and Export Administration Regulations.

35. Seller agrees that it is the U.S. Principal Party in Interest for purposes of the Foreign Trade Statistics Regulations, the importer of record for purposes of the U.S. Customs Regulations, and the exporter of record for purposes of the EAR. Seller is responsible for filling all documents required for the import into or export from the United States with the applicable governmental authority.
36. **Certificate of Conformance.** A certificate of conformance (“COC”) must accompany shipment and include Seller’s full identification of goods/part details, quantities, lot/date codes, applicable specifications, shelf-life compliance requirements and marking requirements relating to age-sensitive goods or materials, as well as any other conformance requested by Buyer hereunder. When goods or part numbers require individual manufacturers lot traceability Seller shall provide sufficient lot code and date code traceability on all packing lists and Seller’s identification labels on material reels, bags, tubes or other goods or material storage containers so that Buyer can provide lot and date code traceability to end customer(s).
37. **Entire Agreement.** These terms and conditions along with the applicable Order and any other specifications or instructions transmitted to Seller by Buyer in writing in connection with the Order constitutes the entire agreement between the parties with respect to the matters contained therein and supersedes all prior oral or written representations and agreements.