F NUMBER OPTICAL

OUR FOCUS IS YOUR SUCCESS

Terms and Conditions

All sales made by F Number Optical, LLC ("F# Optical") to the Buyer ("Buyer") are expressly conditioned upon Buyer's acceptance of the following terms and conditions. F# Optical will not be bound by any terms in Buyer's Purchase Order or other acknowledgment form that are inconsistent with these terms. These terms and conditions may be amended or waived only in writing, signed by an authorized representative of F# Optical. Neither F# Optical's commencement of performance nor delivery shall be deemed or construed as acceptance of any additional or different terms proposed by Buyer.

Order and Order Acceptance

These Terms and Conditions govern all sales of Products by F# Optical, unless otherwise agreed in a separate written document executed by F# Optical. F# Optical will not be bound by any terms in Buyer's Purchase Orders, requests for proposals, or other documents that are inconsistent with these Terms, unless expressly agreed in writing by F# Optical.

All orders for Products must be submitted via written purchase order sent by facsimile, e-mail, or other electronic means and must reference these Terms and Conditions. Any contradictory terms in Buyer's documents are deemed material alterations, for which F# Optical hereby gives notice of objection. Buyer's acceptance of a quote or placement of a purchase order constitutes acceptance of these Terms, all of which are incorporated by reference.

No Purchase Order is binding on F# Optical until accepted in writing, and F# Optical is not liable for unaccepted Purchase Orders. Orders must be submitted in accordance with F# Optical's then-current lead times. Upon acceptance, F# Optical will issue an Order Confirmation. Quotes are not binding.

Sales and Similar Taxes

Quoted pricing does not include any federal, state, or local taxes, assessments, or duties. Buyer shall promptly pay any present or future sales, use, value-added, excise, or other similar taxes (including any applicable interest or penalties) arising from the sale of the Products, whether such amounts are stated in the Purchase Order or subsequently determined. Buyer shall reimburse F# Optical for any such taxes, including related interest, penalties, and expenses, as may be paid by F# Optical. Alternatively, Buyer may provide F# Optical with a tax exemption certificate acceptable to the relevant taxing authorities.

Price & Payment Terms

Prices for Products shall be F# Optical's quoted prices for the quantities specified in the quote or accepted Purchase Order. However, a quotation or estimate does not constitute a firm offer and may be altered or withdrawn without notice at any time prior to F# Optical's acceptance of a Purchase Order. F# Optical reserves the right to revise prices on Purchase Orders upon written notice to Buyer. Any price revisions will apply to all Purchase Orders received after the effective date of the revision.

Unless otherwise specified, payment terms are Net 30 days for 100% of the invoiced amount, due in US Dollars. A 1.8% discount may be applied if payment is made within 10 days of the invoice date. Balances unpaid after 30 days are subject to a 5% daily interest charge or the maximum amount permitted by law, whichever is greater.

Buyer shall pay F# Optical's reasonable attorneys' fees and collection costs incurred in collecting past-due amounts. Any disputes arising from or related to the Purchase Order shall be brought exclusively in the courts of the State of Oregon, and Oregon law shall govern the sales transaction. Invoices may be transmitted by facsimile, e-mail, or other electronic means.

F# Optical reserves the right to send any unpaid invoice to collections after 91 days. If Buyer fails to fulfill payment terms, F# Optical may refuse further service, defer shipment of goods, cancel pending shipments, or require advance payment for all future jobs, materials, or services.

Cancellation

Once accepted by F# Optical, a Buyer's order may not be canceled, modified, reduced, or delayed except with F# Optical's written consent. Orders canceled with F# Optical's consent are subject to cancellation charges, including all expenses incurred up to the time of cancellation. This may include excess inventory specifically allocated to the Buyer, overhead, profit, and other related costs. Any cancellation or rescission by Buyer constitutes a full discharge of any claims related to the transaction.

F# Optical may cancel an order if its costs exceed the selling price or if it is unable to supply the Product due to factors beyond its control.

If Buyer delays shipment, payment becomes due on the date F# Optical is ready to ship, unless otherwise agreed in writing. Products held for Buyer shall be at Buyer's risk and expense.

Specifications Provided by the Buyer

Buyer shall indemnify, defend, and hold harmless F# Optical and its officers, directors, and employees from any liabilities or expenses, including reasonable attorneys' fees, arising from any claim that a product sold by F# Optical infringes the copyright, trademark, patent, trade secret, or other intellectual property rights of a third party, to the extent such claim results from specifications or requirements provided by Buyer.

Changes

Buyer may request changes to any previously accepted Purchase Order within the general scope of this contract by submitting a written order. However, no changes are effective without F# Optical's written consent. If such changes result in an increase or decrease in the cost or time required for any part of the work, F# Optical will issue a written Revision of Purchase Order to adjust the price, delivery schedule, or both.

Until the Parties reach mutual agreement on the Revision of Purchase Order, F# Optical will not implement any changes and reserves the right to suspend work while the revision is pending. Any additional expenses incurred by F# Optical due to delays in receiving specifications, approvals, inspections, or other necessary information, or due to Buyer-requested changes in material or design, shall be charged to Buyer.

If F# Optical determines that Buyer's actions constitute a change under this clause, F# Optical will provide written notice to Buyer specifying the nature of the change, its impact on F# Optical's performance, and the terms of the Revision of Purchase Order required to address it.

Suspension of Work

F# Optical agrees to use its best efforts to meet scheduled delivery requirements. However, F# Optical shall not be liable for any delay in performance, shipment, or delivery, or for any damages or additional costs incurred by Buyer, if such delay is beyond the reasonable control of F# Optical or its subcontractors or suppliers. Such causes may include, but are not limited to, fires, floods, epidemics, quarantine restrictions, accidents, civil unrest, war, acts of God, government actions, strikes, labor difficulties, shortages of labor, fuel, power, materials, supplies, transportation delays, weather, or other causes of a similar nature. F# Optical will notify Buyer of any schedule delays within a commercially reasonable time.

Upon receipt of payment in full for all completed work to date, Buyer may, by written notice, suspend all or part of the work under any accepted Purchase Order for a period not exceeding ninety (90) days. F# Optical shall resume work upon cancellation of the suspension. If a suspension results in an increase or decrease in the cost or time required for performance, an equitable adjustment shall be made to the price, delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. F# Optical shall invoice Buyer for any additional costs resulting from the change, and Buyer shall pay such invoice according to the payment terms set forth herein.

Delivery, Shipment, and Acceptance

Products held beyond the scheduled shipment date at Buyer's request are subject to reasonable storage and incidental charges. All Products are shipped F.O.B. shipping point or Ex-Works from the point of origin, unless otherwise specified by Buyer and agreed in writing as part of the quote. Buyer assumes responsibility for any loss or damage to shipments once F# Optical has delivered the Products to a common carrier. F# Optical will use reasonable efforts to meet the delivery dates specified in the Purchase Order; however, all dates are estimates and deliveries may be made in installments. F# Optical shall not be liable for any special, consequential, indirect, incidental, or liquidated damages, losses, or expenses arising from shipping delays or failure to provide notice of such delays.

All Products will be packaged according to F# Optical's standard practice or a mutually agreed-upon method and will include itemized packing slips. If Buyer or the carrier refuses delivery or delays shipment or acceptance, Products may be stored under F# Optical's direction, as Buyer's agent, at Buyer's risk and expense. During such storage, Buyer bears the risk of loss. All costs incurred after delivery, including shipment and installation, shall be borne by Buyer unless otherwise agreed in writing.

Buyer shall examine and accept or reject all Products, including "Custom" products, upon receipt and prior to installation or use. Claims for damage, shortages, errors in shipment, or improper delivery must be submitted in writing within five (5) business days of delivery. Products not claimed within this period shall be deemed irrevocably accepted by Buyer.

For Products manufactured specifically for Buyer ("Custom" orders), F# Optical may deliver between 90% and 110% of the total order quantity of each product.

Any claims for billing errors or adjustments must be submitted in writing within ten (10) business days from the invoice date. Claims received after this period shall be waived by Buyer.

LIMITED WARRANTY – IMPORTANT

Except as expressly stated herein or in any written warranties provided with the Products at delivery, and to the extent permitted by law and industry practice, F# Optical makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. F# Optical shall not be liable for any loss or damage resulting from the use or performance of the Products. In no event shall F# Optical be liable to Buyer or its customers for any special, indirect, incidental, exemplary, or punitive damages, including loss of use, business interruption, or lost profits, even if F# Optical has been advised of the possibility of such damages. Notwithstanding the foregoing, F# Optical's aggregate liability to Buyer and its customers shall not exceed the amount paid for Products purchased under this agreement in the prior six (6) months.

The express warranties set forth above are in lieu of all other warranties, whether oral or written, express or implied, including warranties regarding condition, description, fitness for a particular purpose, or merchantability. F# Optical disclaims any and all other representations, warranties, or conditions, statutory or otherwise, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Payment Options

F# Optical offers the following payment options at its discretion:

- **ACH:** Preferred method; payments must be made in US dollars.
- **Check or Money Order:** Must be made in US dollars and drawn on a US bank.
- **Credit Card:** MasterCard, Visa, or Discover. A 3% processing fee will be applied to all credit card payments. Please contact our office to process credit card payments and applicable fees.
- **Bank Wire Transfer:** A $25.00 processing fee is included in the shipping and handling charge for all wire transfer payments.

F# Optical reserves the right to modify payment terms if, in its sole discretion, Buyer's payment history or financial condition warrants.

Import/Export Controls

F# Optical shall control the disclosure of and access to technical data, information, and other items delivered under this Purchase Order. Buyer acknowledges that U.S. export control laws may apply, including the International Traffic in Arms Regulations (ITAR) (22 CFR 120 et seq.), the Export Administration Regulations (EAR) (15 CFR 730–774), and the regulations of the Bureau of Alcohol, Tobacco, Firearms and Explosives (BATF) (27 CFR 447 et seq.) (collectively, the "Export Control Laws"). Buyer shall comply at all times with all applicable Export Control Laws.

Information provided to Buyer may contain technical data as defined in ITAR Part 120.10 (22 CFR 120.10). Buyer shall not export, disclose, or transfer any such technical data relating to items on the U.S. Munitions List (USML) without first complying with ITAR Parts 120–130, including obtaining any required export authorization from the U.S. Department of State, Office of Defense Trade Controls (ODTC), or documenting that a licensing exception or exemption applies. ITAR regulations are available at www.pmddtc.state.gov.

Buyer shall not export, temporarily import, re-export, or retransfer any defense articles or provide defense services to a foreign person in the U.S. or abroad without complying with ITAR Parts 120–130, including obtaining all necessary written authorizations or documenting applicable exceptions or exemptions.

If Buyer engages in the U.S. business of manufacturing or exporting defense articles (ITAR 120.6) or defense services (ITAR 120.9), Buyer must register with ODTC per ITAR Part 122, using forms available at www.pmddtc.state.gov. Manufacturers of defense articles not engaged in exporting must also register. Registration does not by itself confer export rights, but is generally a precondition for licensing. Upon request, Buyer shall provide proof of registration or demonstrate that it is unnecessary or exempt.

Additionally, information provided may include technical data subject to EAR (15 CFR 772) relating to items on the Commerce Control List (CCL). Buyer shall not export or transfer such technical data without complying with EAR Parts 730–774, including obtaining written authorization from the U.S. Department of Commerce, Bureau of Industry and Security (BIS), or documenting applicable exceptions. EAR regulations are available at https://www.bis.doc.gov.

Buyer shall not export, re-export, or transfer commodities, technology, or software outside the U.S. without complying with EAR Parts 730–774, including obtaining all required authorizations or documenting applicable exceptions.

Buyer shall not permanently import into the U.S. items on the BATF U.S. Munitions Import List (27 CFR 447, Subpart C) without an approved BATF import permit, unless an exception applies. Buyers engaged in importing such items must also register with BATF per 27 CFR Part 447, Subpart D. BATF regulations are available at www.atf.gov

If this Purchase Order requires the export of machineguns, destructive devices, explosives, or certain firearms (27 CFR Part 479, Subpart B), Buyer shall obtain all necessary BATF and ODTC export permits.

Buyer represents that it holds all registrations and licenses required to perform this transaction and shall not transfer any controlled item, technical data, technology, or service unless properly registered and licensed.

Buyer further represents that neither Buyer nor any parent, subsidiary, or affiliate is listed on any U.S. government restricted party lists, including OFAC's Specially Designated Nationals List, BIS's Denied,

Unverified, or Entity Lists, or the State Department's Statutorily Debarred Parties List ("Restricted Party Lists"). Buyer shall notify F# Optical immediately if it or any related entity becomes listed or if its export privileges are denied, suspended, or revoked.

Buyer shall indemnify and hold F# Optical harmless for all losses, costs, claims, damages, liabilities, and expenses, including attorney's fees and litigation costs, arising from any act or omission by Buyer, its officers, employees, agents, suppliers, or subcontractors in the performance of these obligations.

Tariffs

F# Optical reserves the right to revise any quoted price at any time without prior notice to Buyer to reflect tariffs, additional tariffs, or other charges imposed on imported goods or materials from any country outside the U.S., if such tariffs or charges are increased after the original quoted price.

Limitation of Liability

IN NO EVENT SHALL F# OPTICAL BE LIABLE TO BUYER FOR ANY DAMAGES, ATTORNEY FEES, OR COURT COSTS ARISING OUT OF THE PURCHASE OR SUBSEQUENT USE OF THE PRODUCT THAT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY BUYER FOR THE PRODUCT.

IN NO EVENT SHALL F# OPTICAL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING DIRECTLY OR INDIRECTLY FROM THE PURCHASE, USE, OR RESALE OF THE PRODUCT, EVEN IF F# OPTICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict-of-law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in its entirety. The federal, state, and local courts located in Lane County, Oregon shall have exclusive jurisdiction and venue over any dispute arising from this Agreement, and F# Optical hereby consents to the jurisdiction of such courts.

Ownership

F# Optical retains all intellectual property rights in and to all designs, engineering details, and other technology or information related to the Products in any format or media (collectively, "Property"). The sale of Products does not convey, and shall not be construed to convey, any license—express or implied—to manufacture, duplicate, or otherwise copy the Products or any Property related thereto. Furthermore, the sale does not grant, by implication, estoppel, or otherwise, any rights under any patent, trademark, copyright, or know-how in which Buyer might otherwise claim the ability to grant licenses.

Confidentiality

Prior to submitting any quote or responding to any request for proposal, the parties shall have executed a Non-Disclosure Agreement (NDA) on terms mutually acceptable to both parties. The terms of such executed NDA are incorporated herein as if fully set forth.

Notice

Any notice required or permitted under this Agreement must be in writing and prepaid, and may be delivered personally, by overnight delivery service, or by first-class mail. Such notice shall be deemed given: (1) if delivered personally or by delivery service, upon receipt; or (2) if mailed, three (3) business days after deposit in the U.S. mail to the correct address.

Waiver

The failure or delay of either party to enforce strict compliance with any term, covenant, or condition of these Terms and Conditions shall not constitute a waiver of that term, covenant, or condition, nor of any other term, covenant, or condition. Any waiver or relinquishment of a right or power at any one time shall not be deemed a waiver or relinquishment of that right or power at any other time or with respect to any other matter.

Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties regarding the subject matter and supersede all prior communications, whether written or oral. No representations or statements made by any representative of F# Optical that are not included herein shall be binding on F# Optical. No course of dealing, usage of trade, or course of performance shall be used to interpret or supplement these terms.

If the parties have executed a separate written agreement governing the sale of Products by F# Optical to Buyer, the terms of that agreement shall control to the extent of any conflict with these Terms and Conditions.

(revised 11-1-2025)