

F Number Optical, LLC – Terms and Conditions

Effective Date: November 1, 2025

1. Acceptance of Terms

All sales of products (“Products”) by F Number Optical, LLC (“F# Optical”) to the Buyer (“Buyer”) are expressly conditioned on Buyer’s acceptance of these Terms and Conditions. F# Optical will not be bound by any terms in Buyer’s Purchase Orders or other documents inconsistent with these Terms. These Terms may only be amended or waived in writing signed by an authorized representative of F# Optical. The commencement, performance, or delivery of Products shall not be deemed acceptance of any additional or different terms by Buyer.

2. 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 by any F# Optical representative not included herein are binding. No course of dealing, usage of trade, or course of performance shall interpret or supplement these terms.

If the parties have executed a separate written agreement governing the sale of Products, the terms of that agreement shall control to the extent they conflict with these Terms.

3. Pricing and Payment

- **Prices:** Products are sold at F# Optical’s quoted prices for specified quantities. Quotes are not firm offers and may be altered or withdrawn prior to acceptance of a Purchase Order. F# Optical reserves the right to revise prices with written notice, including adjustments for tariffs or additional charges on imported materials.
- **Payment Terms:** Unless otherwise agreed, payment is Net 30 days in U.S. dollars. A 1.8% discount may be applied if paid within 10 days. Overdue balances are subject to a 5% daily interest charge or the maximum allowed by law.
- **Collection Costs:** Buyer shall pay reasonable attorney fees and collection costs incurred by F# Optical to collect past due amounts. F# Optical may refuse further

service, defer shipment, or require advance payment for future orders if payment terms are not met.

- **Methods:** Payment may be made via ACH (preferred), check or money order, credit card (3% processing fee), or wire transfer (\$25 processing fee). F# Optical reserves the right to modify payment terms based on Buyer's financial condition or payment history.
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4. Taxes

Quoted pricing excludes all federal, state, or local taxes, assessments, or duties. Buyer shall promptly pay or reimburse F# Optical for all such taxes, including interest or penalties, unless Buyer provides an acceptable tax exemption certificate.

5. Delivery, Shipping, and Risk of Loss

- **Delivery:** Products are shipped F.O.B. shipping point or Ex-Works unless otherwise agreed in writing. Delivery dates are estimates and may be made in installments. F# Optical will use reasonable efforts to meet schedules but is not liable for delays beyond its reasonable control.
 - **Risk of Loss:** Buyer assumes all risk of loss or damage after delivery to the carrier. Storage of Products at Buyer's request is at Buyer's risk and expense.
 - **Inspection and Acceptance:** Buyer must inspect and accept or reject all Products, including custom orders, upon receipt and prior to installation or use. Claims for damage, shortage, or improper delivery must be submitted in writing within 5 business days; failure to do so constitutes acceptance.
 - **Custom Orders:** For Products manufactured specifically for Buyer, F# Optical may deliver 90–110% of the total order quantity.
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6. Cancellations, Changes, and Suspensions

Orders may not be canceled, changed, reduced, or suspended without F# Optical's written consent. Cancelled orders are subject to charges for expenses incurred, including materials, labor, and overhead. Buyer may suspend work for up to 90 days upon payment of completed work. Equitable adjustments to price or schedule shall apply for changes or suspensions.

7. Warranties and Disclaimers

Except as expressly provided herein or in any written warranty at delivery, F# Optical disclaims all warranties, express or implied, including merchantability or fitness for a particular purpose. F# Optical shall not be liable for damages resulting from use or performance of Products. Aggregate liability shall not exceed the amount paid for Products in the prior six months. All other warranties, representations, or conditions, statutory or otherwise, are disclaimed.

8. Limitation of Liability

F# Optical's liability for any cause of action arising from the purchase or use of Products shall not exceed the purchase price actually paid by Buyer. F# Optical shall not be liable for consequential, indirect, incidental, punitive, or special damages, including lost profits or costs of substitute goods, regardless of legal theory, including breach of contract, warranty, or tort.

9. Intellectual Property

F# Optical retains all intellectual property rights in designs, engineering, technology, and other information related to Products ("Property"). Sale of Products does not convey any license, express or implied, to manufacture, duplicate, or copy Products or Property. No rights under patents, trademarks, copyrights, or know-how are granted.

10. Import/Export Controls

Buyer shall comply with all applicable U.S. export laws, including ITAR (22 CFR 120–130), EAR (15 CFR 730–774), and BATF (27 CFR 447). Buyer shall not export, re-export, transfer, or import Products, technical data, or services without proper licenses, registrations, or authorizations. Buyer represents that it is not listed on any U.S. government restricted party list and shall notify F# Optical if this status changes. Buyer indemnifies F# Optical for any violations or claims arising from Buyer's acts or omissions related to export controls.

11. Indemnification

Buyer shall indemnify, defend, and hold F# Optical, its officers, directors, and employees harmless from any liabilities, costs, or expenses, including attorney fees, arising from:

- Intellectual property claims due to Buyer-provided specifications.
 - Export control or import violations by Buyer.
 - Any act or omission by Buyer, its officers, employees, agents, suppliers, or subcontractors.
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12. Force Majeure

F# Optical shall not be liable for delays or failures in performance due to causes beyond its reasonable control, including acts of God, government actions, labor disputes, transportation delays, or other unforeseeable events. F# Optical will notify Buyer of any anticipated delays within a commercially reasonable time.

13. Notices

All notices must be in writing, prepaid, and delivered personally, by overnight courier, or by first-class mail. Notices are effective upon receipt if personally delivered or sent by courier, or three (3) business days after deposit in the U.S. mail.

14. Waiver

Failure or delay by either party to enforce any term, covenant, or condition shall not constitute a waiver of that term or any other term. Any waiver of a right or power at one time shall not constitute a waiver at any other time or for any other matter.

15. Governing Law and Jurisdiction

These Terms shall be governed by Oregon law, without regard to conflict-of-law provisions. The United Nations Convention on Contracts for the International Sale of Goods is excluded. The courts in Lane County, Oregon shall have exclusive jurisdiction and venue, and F# Optical consents to such jurisdiction.

16. Assignment

Buyer may not assign or transfer any rights or obligations under these Terms without F# Optical's prior written consent. Any assignment without consent is void.

17. Non-Disclosure

Prior to submission of any quote or response to a request for proposal, parties must execute a mutually acceptable Non-Disclosure Agreement, which is incorporated herein by reference.

18. Survival

The obligations regarding intellectual property, indemnification, warranties, liability, payment, and governing law shall survive the termination or expiration of any Purchase Order or agreement.

19. Electronic Communications

F# Optical may accept Purchase Orders, notices, or payments electronically. Electronic submissions are deemed binding and enforceable.

20. Severability

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.