



Link Magnetics, LLC Standard Terms and Conditions

These terms and conditions of sale ("Agreement") are applicable to any order placed with and accepted by Link Magnetics, LLC (referred to herein as "Supplier"):

- SCOPE OF AGREEMENT.** Supplier, upon acceptance of an Order placed by Buyer, will supply the products and services specified in the Order to Buyer, pursuant to the terms and conditions of this Agreement and its exhibits and Supplier's acceptance of such order submitted by Buyer is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Buyer's purchase orders, invoices, acknowledgements or other documents. The details of the Order (e.g. quantity, price, and product specifications) shall be set forth in the relevant Order.
- PRICE AND TERMS.** (a) The prices payable by Buyer for goods and services to be supplied by Supplier under this Agreement will be specified in the applicable Order. These Terms and Conditions will become a binding only when the Supplier accepts the Order by written or electronic mail or with a Sales Order confirmation by Supplier. Unless otherwise expressly stated in the Order, all prices exclude shipping and taxes. (b) Quotes are valid for 30 days and subject to change after expiration unless an authorized Supplier's agent honors an expired quote.
- PAYMENT TERMS.** Payment terms are net thirty (30) calendar days from the date of the invoice. If Buyer does not pay an invoiced amount within terms, Buyer will in addition pay finance charges of one and one-half percent (1.5%) per month on the late balance and Supplier reserves the right to (1) withhold shipment(s) open Orders until full payment is made; and/or (2) revoke any credit extended to Buyer. In the event that Buyer's account is more than ninety (90) days in arrears, Buyer shall reimburse Supplier for the reasonable costs, including attorneys fees, of collecting such amounts from Buyer. In the event of any dispute regarding an invoice, no finance charges will apply in the event that Buyer provides written notice of the dispute prior to the due date for such payment.
- FREIGHT AND TERMS.** Unless otherwise specified in the Order, the products will be delivered Ex-Works Supplier's facility and will be shipped to Buyer via carriers selected by Buyer. If Buyer has not otherwise accepted these Terms and Conditions, Buyer's acceptance of any products delivered by Supplier pursuant to any Order shall constitute Buyer's acceptance of these Terms and Conditions with respect to such Order. These Terms and Conditions shall govern each Order notwithstanding any different, conflicting or additional terms and conditions which may appear on any form submitted by Buyer.
- CLAIMS & RETURNS.** All products sold by Supplier to Buyer are Non-cancellable/Non-returnable. Buyer has a duty to inspect shipments for shortages, defects and compliance with the Order details from Supplier and report any claims of any nature within 30 days of shipment. Supplier, at its discretion may accept a cancellation or return of a specific item. Buyer must obtain written authorization and an RMA # (Return Material Authorization) in order to return the shipment. After review of the claim, the Supplier may credit the Buyer for an amount not exceeding the original purchase price or replace the defective or damaged items.
- BUYER MATERIALS AND PATENTS** (a) Buyer represents and warrants that any matter it furnishes for performance of services by Supplier does not infringe any copyright or trademark or other Intellectual Property Rights of any third party; does not otherwise violate any laws or infringe the rights of any third party. (b) Buyer warrants that it has the right to use and to have Supplier use on behalf of

Buyer any data provided to Supplier or its Affiliates by Buyer. Buyer agrees to hold Supplier and its directors, officers, employees and contractors harmless of any claims or lawsuits arising from any patent, copyright, trademark or any intellectual property infringement resulting from parts or products manufactured from prints, specifications or designs supplied to Supplier from Buyer.

7. **INDEMNIFICATION.** The indemnifying party, as Indemnitor, shall indemnify, defend and hold harmless the indemnified party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Order or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts in carrying out its obligations under the Order or the Agreement, provided that in no event shall Supplier be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Buyer.
8. **WARRANTY.** All products sold by Supplier are warranted to be free from defects in material and workmanship and conform to the Order specifications when shipped. Other than the warranties set forth in this section, Supplier makes no warranty of any kind, expressed or implied or otherwise whatsoever, that the services performed or any items produced will be merchantable or fit for any particular purpose or use. In the event of any breach of any warranty specified in this provision, Buyer's exclusive remedy shall be that Supplier shall, at its option, repair or replace any defective goods proven within the warranty period to have been defective at the time of shipment, or refund any purchase price paid for such products. Upon discovery of any defect, Buyer shall notify Supplier immediately and if requested by the Supplier, return the defective goods to the Supplier. Buyer shall be responsible for all removal, freight, reinstallation in connection with repairs or replacement of defective goods. In no event shall the Supplier be held liable for loss of profits, interruption of business operations or for any special, incidental or consequential damages of any kind.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING LOSS OF USE, INTERRUPTION OF BUSINESS OR LOST PROFITS EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. SUPPLIER'S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND THE ORDER SHALL BE LIMITED TO THE TOTAL PURCHASE PRICE DUE HEREUNDER FOR THE INVOICE UPON WHICH A CLAIM IS BASED.
10. **GOVERNING LAW.** The Order and this Agreement shall be governed by the laws of the State of Oregon, without reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to the Order or these this Agreement shall be commenced in a federal court in Oregon or in state court in the County of Clackamas, Oregon, and the appellate courts thereof, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.
11. **FORCE MAJEURE.** Neither party shall be liable for any failure to perform or delay in performance of this Agreement to the extent that any such failure arises from acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, labor disruption, cyber or hostile network attacks, inability to obtain raw or finished materials, inability to secure transport, or any cause beyond such party's commercially reasonable control.
12. **ENTIRE AGREEMENT.** The Order, this Agreement and the operative provisions of any quotation issued by Supplier and any purchase order issued by Buyer, sets forth the entire agreement and

understanding among the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature among them. No proposal, purchase order, order confirmation, acceptance, or any other document provided by either Party to the other, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Order, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. No party shall be bound by any condition, definition, warranty, or representations, other than as expressly set forth or provided for in the Order or this Agreement, or as may be, on or subsequent to the date hereof set forth in writing and signed by the party to be bound thereby. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control, unless the Parties have expressly provided in such Order that a specific provision in this Agreement is amended, in which case this Agreement shall be so amended, but only with respect to such Order. The Order or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.