LOGICIRCUIT, INC.

PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT.**

   1.1. Parties.

   The terms and conditions set forth below, together with those appearing in the applicable purchase order and any attachments hereto, including a Statement of Work (collectively, "Order"), constitute an agreement between the LOGICIRCUIT, INC. entity identified on the face of the applicable purchase order (herein "LOGICIRCUIT, INC."), and the seller (herein "Seller").

   1.2. Precedence.

   In the event of a conflict between this Order and any other written agreement executed by both parties and specifically covering the same products or services, the terms and conditions of such agreement shall prevail. A conflict between the terms set forth herein and those set forth in an SOW will be resolved in favor of the SOW. Except as prohibited by local law, notwithstanding the above, this Order shall prevail over any differing or additional terms and conditions proposed by Seller, including, without limitation, those contained in any invoice.

   1.3. No Modification.

   No modification of this Order shall be binding unless in writing and signed by an authorized representative of each party.

   1.4. Data Protection.

   Seller hereby consents to the storing and use of data required for the handling of this order.

2. **PRICES AND PAYMENT.**

   2.1. Price.

   Seller shall sell to LOGICIRCUIT, INC. the products ("Products") or services ("Services") shown in the applicable purchase order at the prices specified. Any forecasts provided by LOGICIRCUIT, INC. were provided as an accommodation to Seller, and shall not constitute a commitment of any type by LOGICIRCUIT, INC. Except as otherwise provided in this Order, prices are exclusive of applicable freight charges and duties.

   2.2. Taxes.

   All agreed upon prices are net of products and services, sales, value added or similar taxes ('transaction taxes'). Any transaction tax due is to be specified as a separate item on a tax invoice issued per the tax regulations concerned. LOGICIRCUIT, INC. shall include the applicable transaction tax with the payment, provided Seller has submitted appropriate information or documentation to allow LOGICIRCUIT, INC. to recover such taxes as appropriate from the tax authority concerned. When appropriate, LOGICIRCUIT, INC. should provide Seller with the appropriate information or documentation to support the exemption from such taxes. LOGICIRCUIT, INC. shall have no other or further liability to Seller with respect to any tax, duty, and levy or like imposition for which Seller may be liable as a result of the supply of the Products or Services.

   2.3. Payment.

   Unless otherwise indicated on the face of the applicable purchase order, payment shall be due thirty (30) days after the later of LOGICIRCUIT, INC'S receipt of either an appropriate invoice from Seller or the relevant Products or Services. LOGICIRCUIT, INC. may deduct from such payment any monies owed by Seller to LOGICIRCUIT, INC. LOGICIRCUIT, INC. reserves the right to deny payment to the Seller for

services rendered more than 90 days prior to invoice submission and proof of delivery of invoice shall be sufficient evidence for the Seller.

2.4. <u>Late Payment Penalty.</u>

Upon the failure of Buyer to pay in full any payment due hereunder prior to or on the due date for such payment, a late payment penalty of 3% (three percent) (the "Late Payment Fee") shall immediately be charged to Buyer and Buyer shall pay the Late Payment Fee to LOGICIRCUIT, INC. within ten days of the original due date of such payment. A 10% (ten percent) interest charge will be imposed by LOGICIRCUIT, INC. for payments received more than 60 days past the due date. The imposition of the Late Payment Fee and Interest Charge shall be in addition to any other rights and remedies of Seller under this agreement and afforded by the laws of the state of Georgia.

2.5. <u>Not Acceptance.</u>

Payment by LOGICIRCUIT, INC. shall neither constitute acceptance of the Products or Services, nor impair LOGICIRCUIT, INC'S right to inspect such Products or Services or invoke any available remedies.

3. **SHIPMENT AND DELIVERY.**

3.1. <u>Shipment Terms.</u>

Seller shall ship Products in the method identified by LOGICIRCUIT, INC. to permit Seller to meet the delivery date(s) identified by LOGICIRCUIT, INC. on the face of the applicable purchase order ("Delivery Date"). If Seller ships by any other method, Seller shall pay any resulting increase in the cost of freight.

3.2. <u>Costs.</u>

Logicircuit shall bear the reasonable delivery cost of the Products as clearly quoted and invoiced by Seller. If Seller incurs shipping costs above the quoted and invoiced cost, Seller shall pay the resulting increase.

3.3. <u>Packaging.</u>

Seller shall package and handle the Products so as to protect the Products from loss or damage, in conformance with good commercial practice, and all applicable government regulations. Seller shall be responsible for any loss or damage due to Seller's failure to properly package or handle the Products. In each shipment, Seller shall include a packing list that contains the following if and as applicable: (a) this Order number; and (b) the quantity shipped. The information on the packing list must agree with the information on Seller's invoice. In such cases, LOGICIRCUIT, INC. is entitled to refuse acceptance of delivery.

3.4. <u>Delivery.</u>

Ordered Products must be delivered on the confirmed Delivery Date. If installation or assembly of Products or if a provision of Services is necessary or agreed upon, delivery is on time when officially accepted by LOGICIRCUIT, INC.

3.5. <u>Failure, Prospective Failure, and Partial Shipment.</u>

Failure to meet the Delivery Date specified on the face of the applicable purchase order shall constitute a breach of such Order. This does not apply if the delay results from events for which LOGICIRCUIT, INC. is responsible. Seller shall give LOGICIRCUIT, INC. notice of any prospective failure to ship Products or provide Services in time to meet the Delivery Date. If only a portion of Products is available for shipment to meet the Delivery Date, Seller shall ship the available Products unless directed by LOGICIRCUIT, INC. to reschedule shipment. If only a portion of the Services can be performed on the Delivery Date, Seller shall perform such Services unless directed by LOGICIRCUIT,

INC. to reschedule performance. Partial deliveries shall be deemed late shipments and be considered complete only when all Products and Services have been shipped. The enforcement of other delay damages or the right to cancel the Order shall not be affected.

3.6. Late Shipment.

If, due to Seller's failure to ship Products in a timely manner, the identified method of transportation would not permit Seller to meet the Delivery Date, Seller shall ship the Products by any more expedient means acceptable to LOGICIRCUIT, INC., and shall pay for any resulting increase in the cost of freight.

3.7. Nonconforming Products.

Only Products that have been determined and tested for quantity and conditions by LOGICIRCUIT, INC. will be considered officially delivered and relevant for invoicing. Seller shall be responsible for all risk and expenses, including transportation charges, associated with (a) the return of all Nonconforming Products (as defined in section 6.1 below) and over shipments returned by LOGICIRCUIT, INC. to Seller; and (b) the shipment to LOGICIRCUIT, INC. by Seller of all repaired, replacement and reworked Products.

4. **CHANGES.**

4.1. Change or Cancellation.

LOGICIRCUIT, INC. may, without any charge or liability, change or cancel any portion of this Order, provided LOGICIRCUIT, INC. gives Seller notice (a) for customized Products or Services (i.e., supplied exclusively in accordance with LOGICIRCUIT, INC's designs or specifications), at least thirty (30) calendar days prior to the Delivery Date; and (b) for all other Products or Services at any time prior to shipment.

4.2. Design or Specification Changes.

LOGICIRCUIT, INC. may, without any charge or liability, change, effective upon notice to Seller, LOGICIRCUIT, INC's designs or specifications at any time prior to shipment of corresponding Products or receipt of corresponding Services. If any such change directly affects the prices or delivery schedules of Products or Services, an equitable adjustment may be made, provided that Seller makes a written claim for an adjustment within thirty (30) days of LOGICIRCUIT, INC'S notice and prior to shipment of the Products or provision of the Services, and provided that such equitable adjustment is documented in writing signed by authorized representatives of both parties. If, after reasonable and good-faith efforts, the parties are unable to agree upon the amount of the adjustment, LOGICIRCUIT, INC. may terminate, without any charge or liability, this Order as to all Products and Services affected.

4.3. No Process or Design Changes.

Seller shall not, without the prior written consent of Logicircuit, INC., make any process or design changes affecting the Products.

4.4. Part Change Notice.

Seller will send details of any part changes to info@logicircuit.com and shall not implement any part changes without written approval from LOGICIRCUIT, INC.

4.5. Product Discontinuance.

Seller shall provide LOGICIRCUIT, INC. written advance notice (hereafter "Product Discontinuance Notice" of any product discontinuances as soon as possible but no later than six (6) months before the Last Buy Date. At a minimum, a Product Discontinuance Notice shall include: LOGICIRCUIT, INC. part

numbers, planned substitutions, and last order and shipment dates. Seller will send all Product Discontinuance Notice to info@logicircuit.com.

5. **QUALITY AND WARRANTY.**

5.1. Quality Control.

Seller shall maintain an objective quality program for all Products and Services in accordance with (a) any general specification set forth in this Order or otherwise specified by LOGICIRCUIT, INC.; and (b) Seller shall use a statistically valid sampling plan for sampling inspection. When critical items or key characteristics are identified on LOGICIRCUIT, INC'S specifications, Seller shall have a process for ensuring that these items or characteristics conform to the specifications. Seller shall flow down all applicable requirements, including LOGICIRCUIT, INC. and customer requirements, to their sub-tier external providers.

5.2. Conformance Defects and Liens.

Seller warrants that all Products and Services shall (a) strictly conform to the specifications, design criteria, descriptions, drawings, samples and other requirements described or referenced in this Order or provided by Seller; (b) be free from defects in design, materials and workmanship; and (c) be free of all liens, encumbrances and other claims against title.

5.3. Non-Infringement Warranty.

Seller warrants that all Products and Services do not and shall not infringe any patent, trademark, copyright, trade secret or other intellectual property right of a third party.

5.4. General Warranties.

Seller warrants that (a) Products are new and do not contain any used or reconditioned parts or materials, unless otherwise specified or approved by LOGICIRCUIT, INC.; (b) Products are manufactured by or for the original manufacturer and do not contain any counterfeit materials; (c) Products and results of the Services do not use or incorporate any freeware, shareware or open source software, unless otherwise specified or approved by LOGICIRCUIT, INC.; and (d) all Services shall be performed in a professional manner.

5.5. Duration of Warranties.

Seller's warranties of conformance and defects shall be in effect for the normal warranty period. All other warranties provided by Seller under this Order shall be in effect perpetually.

6. **NONCONFORMING PRODUCTS AND SERVICES.**

6.1. LOGICIRCUIT, INC'S Options.

In addition to the remedies specified in Section 10 below, if any Products or Services are defective or otherwise not in conformity with the requirements of this Order ("Nonconforming Products" and "Nonconforming Services", respectively), LOGICIRCUIT, INC. may either (a) return the Nonconforming Products for repair, replacement, or rework at Seller's expense; (b) require Seller to re-perform the Services at Seller's expense; or (c) apply other remedies provided by the law.

6.2. Time for Compliance.

If LOGICIRCUIT, INC. returns the Nonconforming Products, Seller shall return the repaired, replacement, or reworked Nonconforming Products no later than five (5) working days after receipt of the Nonconforming Products from LOGICIRCUIT, INC. If LOGICIRCUIT, INC. requires Seller to re-perform the Nonconforming Services, Seller shall re-perform the Services within five working days after notice from LOGICIRCUIT, INC. that Services are defective or not in conformity with the requirements of this

Order. The cure period specified in Section 10.1 below shall apply only once to any breach of this section 6.

6.3. Failure to Provide Complying Products.

If Seller fails to return repaired, replacement, or reworked Goods to LOGICIRCUIT, INC. within five (5) working days of receipt of Non Complying Products, LOGICIRCUIT, INC. may reject the Nonconforming Products, and Seller shall reimburse LOGICIRCUIT, INC. all associated costs paid by LOGICIRCUIT, INC. If LOGICIRCUIT, INC. rejects the Nonconforming Products, LOGICIRCUIT, INC. may terminate this Order and procure replacement products, upon such terms and in such manner as LOGICIRCUIT, INC. deems appropriate. Seller shall reimburse LOGICIRCUIT, INC. upon demand for all additional costs incurred by LOGICIRCUIT, INC. in purchasing any such replacement products.

6.4. Failure to Re-Perform Services.

If Seller fails to satisfactorily re-perform the Services within five working days after notice from LOGICIRCUIT, INC., LOGICIRCUIT, INC. may terminate this Order and procure replacement services, upon such terms and in such manner as LOGICIRCUIT, INC. deems appropriate. Seller shall reimburse LOGICIRCUIT, INC. upon demand for all associated costs paid by LOGICIRCUIT, INC. for the Services, as is equitable under the circumstances, and for all additional costs incurred by LOGICIRCUIT, INC. in purchasing any such replacement services.

6.5. End-of-Life Returns.

Where lawfully required, Seller shall accept from LOGICIRCUIT, INC., without any charge or liability to LOGICIRCUIT, INC., any material included in the Products or their packaging by return freight prepaid by LOGICIRCUIT, INC.

7. **LICENSE.**

7.1. License Grant.

If Products include software, Seller shall provide terms for license. If LOGICIRCUIT agrees to said terms, LOGICIRCUIT shall adhere to the terms of the license set forth by Seller. However, if Seller does not provide terms for license, Seller grants to LOGICIRCUIT, INC. a nonexclusive, royalty-free, worldwide license to use, import, reproduce, and distribute the software in object code form for internal use directly or as integrated into LOGICIRCUIT, INC. products. If Products include documentation, Seller grants to LOGICIRCUIT, INC. a non-exclusive, royalty-free, worldwide license to use, reproduce, translate, distribute and prepare derivative works in LOGICIRCUIT, INC'S name all documentation furnished by Seller. LOGICIRCUIT, INC. may reproduce such documentation without Seller's logo or other identification of source, subject to affixing copyright notices to all copies of documentation, and where not prohibited by local law, Seller hereby waives and shall cause to be waived all applicable moral rights with respect to such documentation. These rights with respect to software and documentation shall extend to (a) third parties to use and reproduce the Products for LOGICIRCUIT, INC'S internal use; and (b) third-party channels of distribution authorized by LOGICIRCUIT, INC.

8. **INDEMNIFICATION, INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION.**

8.1. Intellectual Property in Results of Services

8.1.1. "Intellectual Property" or "IP" shall mean all inventions, patents (including without limitation applications divisions, reissues, reexaminations, terms extensions, continuations, and any foreign counterparts), works of authorship, copyrights (including without limitation registrations, applications and derivatives), trademarks (including without limitation service

marks, trade dress, and other marks identifying a party or its products), designs, processes, mask works, trade secrets, domain names, proprietary technical information and other similar proprietary information tangible and intangible, whether or not registered or registrable.

8.1.2. <u>"Pre-existing IP"</u> means IP conceived or developed prior to or independent of performance of this Order. Seller will retain full right, title and interest in and to any Pre-existing IP. Seller will not use any Pre-existing IP in connection with this Order without first obtaining from the owner any rights necessary to enable Seller to fully comply with the terms of this Order.

8.1.3. <u>Work Product.</u> To the extent permitted by law, all Intellectual Property that is: (a) a result of the Services; (b) eligible for any form of copyright protections, including but not limited to all software, work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefore, prototypes, and other materials; and (c) not Pre-existing IP, shall be considered a "Work Made for Hire" as defined in copyright law, and shall be owned by and for the express benefit of LOGICIRCUIT, INC. If such Work Product does not qualify as a Work Made for Hire, and for non-copyright IP, Seller hereby agrees to and does irrevocably assign and transfer to LOGICIRCUIT, INC. all of its worldwide IP in and to all results of the Services. At LOGICIRCUIT, INC'S sole expense, Seller shall execute any documents and take all additional steps as reasonably requested by LOGICIRCUIT, INC. to perfect, record, and register such assignment.

8.1.4. <u>Full Enjoyment.</u> Seller hereby grants to LOGICIRCUIT, INC. a non-exclusive, worldwide, royalty free, irrevocable, perpetual, transferable license with right to sublicense any Pre-existing IP to the extent necessary for LOGICIRCUIT, INC'S full enjoyment and commercial exploitation of the results of the Services as reasonably contemplated by the Order.

8.1.5. <u>IP Indemnification.</u> Seller agrees to defend, indemnify and hold harmless LOGICIRCUIT, INC. and its affiliates, subsidiaries, assigns, subcontractors and customers from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses (including attorneys' fees), obligations, causes of action, suits or injuries of any kind or nature arising from, in connection with or related in any way to any breach or alleged breach of any of the warranties made by Seller or any act or omission of Seller in the performance of this Order.

8.2. <u>Infringing Products and Services.</u>

Without limiting the above remedy, if LOGICIRCUIT, INC'S use of any Products or receipt of any Service is enjoined because of any actual or claimed infringement of patent, trademark, copyright, trade secret or other intellectual property right of a third party (collectively, "Infringing Product"), Seller shall at its expense use its best efforts to procure the right for LOGICIRCUIT, INC. to continue using or receiving the Infringing Product. If Seller is unable to do so, Seller shall at its expense (a) replace the Infringing Product with non-infringing products or service (as applicable) without loss of functionality; (b) modify the Infringing Product to be non-infringing; or (c) if unable to replace or modify the Infringing Product, refund in full all costs paid by LOGICIRCUIT, INC. for the Infringing Product and reimburse LOGICIRCUIT, INC. upon demand for all additional costs incurred by LOGICIRCUIT, INC. in purchasing any replacement products or services.

8.3. <u>Removal of LOGICIRCUIT, INC'S Trademarks.</u>

Unless otherwise specified or approved by LOGICIRCUIT, INC., Seller shall remove LOGICIRCUIT, INC'S name and any of LOGICIRCUIT, INC'S trademarks, trade names, insignia, part numbers, symbols or

decorative designs from all Products rejected or returned by LOGICIRCUIT, INC. or not sold or shipped to LOGICIRCUIT, INC.

8.4. Confidential Information.

In the course of the contractual relationship, Seller agrees to treat all confidential information obtained from LOGICIRCUIT, INC. strictly confidential and will not pass it on to a third party, unless LOGICIRCUIT, INC. officially releases that information, release is required by law, or it becomes generally known to the public without breach of duty on the part of Seller. Seller will neither use this confidential information outside of the contractual relationship nor for his own benefit. Confidential information includes, without limitation, all information designated by LOGICIRCUIT, INC. as confidential; all information of data concerning LOGICIRCUIT, INC'S Products (including discovery, invention research, improvement, development, manufacture, or sale thereof) or general business operations (including costs, forecasts, profits, pricing methods, and processes); information obtained through access to any LOGICIRCUIT, INC. information assets systems ("IA/S"), including but not limited to, computers, networks, electronic mail, instant messaging, and voicemail; and any other information that is of such a nature that a reasonable person would believe it to be confidential.

9. **LEGAL COMPLIANCE.**

9.1. General Compliance.

Seller shall comply with all applicable laws, rules, regulations and product safety requirements. Without limiting the generality of the foregoing sentence, Seller warrants the following:

9.1.1. Environmental Compliance. All Products and their packaging, including chemical substances, shall comply with all applicable environmental, health and safety (EHS) laws, rules and regulations, including the General Specification for the Environment (GSE).

9.1.2. Supplier Code of Conduct. Supplier shall comply with LOGICIRCUIT, INC'S Supplier Code of Conduct, which can be viewed at:

(http://about.LOGICIRCUIT.com/en/supplier/SupplierCodeofConduct.pdf)

9.1.3. Procurement Regulations. Seller shall comply with all laws, rules, and regulations applicable to its performance in fulfillment of this Order.

9.1.4. U.S. Government Contracts: If the Products or Services relate in any way to a U.S. Government contract, then Seller agrees to comply with applicable federal procurement laws that are required to be included in commercial item subcontracts and in effect on the date of performance including, but not limited to, 41 United States Code ("USC") §§ 2101-2107, 31 USC § 1352, and Federal Acquisition Regulations (FAR) clauses identified in: i) FAR 52.212-5(e), Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items, Page 2 of 3 PURCHASE ORDER TERMS AND CONDITIONS C-9320-9009-1 Rev. H Oct 18, 2021 ii) FAR 52.223- 99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors, Class Deviation available at www.acquisition.gov/content/issuance-caac-letter-2021-03 iii) FAR 52.225-1, Buy American Act – Supplies, and iv) FAR 52.225-5, Trade Agreements Act. If the products or services are in support of one or more U. S. Department of Defense (DOD) end-user customer(s), the following clauses in effect on the date of performance from the DOD FAR Supplement are incorporated by reference herein, and apply to the extent provided in the clause or implementing regulations: v) DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting vi) DFARS 252.204-7020: NIST SP 800-171 DOD Assessment Requirements, vii) DFARS 252.211-

7003, Item Unique Identification and Valuation viii) DFARS 252.223-7008, Prohibition of Hexavalent Chromium ix) DFARS 252.244-7000, Subcontracts for Commercial Items, and x) DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System. If Seller is a US company and a small or socioeconomically diverse business, Seller represents it has registered with the System for Award Management (www.SAM.gov) and that Seller's representations and certifications in SAM are current, accurate, and complete as of the date of this Order.

9.1.5. <u>Anti-Corruption.</u> Seller will comply with all applicable anti-corruption laws, rules and regulations, including the Foreign Corrupt Practices Act and those enacted under the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

9.2. <u>Labor.</u>

Seller certifies that in providing products or performing services pursuant to this Order, Seller has at all times been in compliance with all applicable, wage, hour and labor laws and regulations governing employee compensation, hours, working conditions, and terms and conditions of employment as set forth in the jurisdictions in which Seller is manufacturing Products sold to LOGICIRCUIT, INC. or performing Services for LOGICIRCUIT, INC.

9.3. <u>Other Requirements.</u>

LOGICIRCUIT, INC. will have the right, upon reasonable request, to review Seller's processes, books, records, and accounting practices, and compliance with LOGICIRCUIT, INC'S Supplier Code of Conduct for any transactions related to this Order up to five (5) years after delivery of the Products and/or Services. Seller will maintain complete records including, but not limited to, cost of all materials and services purchased, work subcontracted to other parties and all payroll costs. All records will be maintained in accordance with GAAP or like accounting rules in other jurisdictions and in such a manner as may be readily audited. A failure to provide such records upon LOGICIRCUIT, INC'S request shall be deemed a material breach of this Order. LOGICIRCUIT, INC., LOGICIRCUIT, INC'S customers, and regulatory authorities shall have the right to access Seller's facilities and documentation used to fulfill this Order. LOGICIRCUIT, INC. may require Seller to provide proof of compliance with all applicable laws and regulations. Seller acknowledges that compliance with this provision is a continuous obligation and failure to comply is a material breach.

9.4. <u>Data Protection Requirements.</u>

Seller warrants that, with respect to any personal data that may be processed in connection with this Order, it will duly observe its obligations under all applicable privacy and data protection laws, regulations and directives ("Data Protection Requirements"), including if applicable the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and any successor thereto. Seller shall implement administrative, physical and technical safeguards to protect any personal data that may be processed in connection with this Order. Such safeguards shall be no less rigorous than accepted industry practices, and Supplier shall ensure that all such safeguards comply with applicable Data Protection Requirements, as well as the terms and conditions of this Order.

10. BREACH.

10.1. <u>Breach by Seller.</u>

If Seller breaches any provision of this Order, LOGICIRCUIT, INC. may terminate the whole or any part of this Order, unless Seller cures the breach within ten (10) working days after receipt of LOGICIRCUIT, INC'S notice of breach.

10.2. <u>Definition of Breach.</u>

For purposes of section 10.1 above, the term "breach" shall, without limitation, include (a) any proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Seller; (b) the appointment, with or without Seller's consent, of a receiver or an assignee for the benefit of creditors; (c) Seller's failure to provide LOGICIRCUIT, INC., upon request, with reasonable assurances of performance; or (d) any material failure by Seller to comply with this Order.

10.3. <u>Termination.</u>

In the event that LOGICIRCUIT, INC. terminates this Order in whole or in part as provided above, LOGICIRCUIT, INC. may procure, upon such terms and in such manner as LOGICIRCUIT, INC. deems appropriate, replacement products or services, and Seller shall reimburse LOGICIRCUIT, INC. upon demand for all additional costs incurred by LOGICIRCUIT, INC. in purchasing such replacement products or services.

10.4. <u>Rights and Remedies.</u>

The rights and remedies granted to LOGICIRCUIT, INC. pursuant to this Order are in addition to, and shall not limit or affect, any other rights or remedies available at law.

11. IMPORT/EXPORT REQUIREMENTS.

11.1. <u>General Compliance.</u>

Seller shall comply with all applicable import and export requirements, and shall furnish to LOGICIRCUIT, INC., upon request, information or documentation of Seller's compliance, as well as any other information or documentation required to enable LOGICIRCUIT, INC. to comply with such requirements applicable to its receipt of any Products. Without limiting the generality of the foregoing sentence, Seller warrants the following:

    11.1.1. <u>Certification.</u> Upon LOGICIRCUIT, INC'S request, Seller shall provide LOGICIRCUIT, INC. with an appropriate certification stating the country of origin for Products, sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt; and (b) any applicable export licensing regulations, including those of the United States.

    11.1.2. <u>Required Marking.</u> All Products shall be marked (or the container shall be marked if there is no room on the Products themselves or unless exempted from marking) with the country of origin.

    11.1.3. <u>Commercial Invoice.</u> Seller shall issue a commercial invoice containing, without limitation, the following information: invoice number, invoice date, name and address of the shipper, name and address of Seller (if different from the shipper), name and address of the consignee, name and address of the buyer (if different from the consignee), a detailed description of the Products, model number, LOGICIRCUIT, INC. part-numbers, serial number of Products (if products are serialized), LOGICIRCUIT, INC.-assigned Harmonized Tariff Schedule (HTS) number for the destination country, order number, box number, total number of boxes, total box weight (in kilograms), country of origin, quantities in the weight and measure of the country to which the Products are shipped, unit price of each

Good, value of any customs assists, total invoice value, currency of the invoice, invoice type, Incoterms 2020 term of sale, carrier name and bill of lading number. The invoice must be issued in the language required by the country to which the Products are shipped.

11.2. <u>Importer of Record.</u>

If any Products are imported, Seller shall, when possible, allow LOGICIRCUIT, INC. to be the importer of record, unless otherwise specified or approved by LOGICIRCUIT, INC. If LOGICIRCUIT, INC. is not importer of record and Seller obtains duty drawback rights to the Products, Seller shall furnish to LOGICIRCUIT, INC., upon request, information and documentation required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to LOGICIRCUIT, INC.

12. MISCELLANEOUS.

12.1. <u>No Assignment.</u>

Neither Seller nor LOGICIRCUIT, INC. shall assign their rights or obligations without the other party's prior written consent.

12.2. <u>Waiver.</u>

The waiver of any term or condition of this Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition, nor as a waiver of any subsequent breach of the same term or condition.

12.3. <u>Choice of Law.</u>

Without reference to any conflict of law's provisions, this Order shall be interpreted and governed by the laws of the state or locality of the LOGICIRCUIT, INC. entity. Seller hereby consents to the jurisdiction and venue of the courts of such state or locality. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Products shall not apply to this Order.

12.4. <u>LIMITATION OF LIABILITY.</u>

TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, SELLER SHALL BE RESPONSIBLE FOR ALL DAMAGES OF ANY KIND UNDER SECTIONS 8, 9, and 11 ABOVE AND FOR CLAIMS OF BODILY INJURY OR DEATH.

12.5. <u>Insurance.</u>

When providing Services to LOGICIRCUIT, INC., Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect LOGICIRCUIT, INC. in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place.

12.6. <u>Non-Restrictive Relationship.</u>

Nothing in this Order shall be construed to preclude LOGICIRCUIT, INC. from producing, distributing or marketing the same or similar products or services as the Products or Services provided under this Order or purchasing such same or similar products or services from other third parties.

12.7. <u>Language.</u>

It is the express intent of the parties that this Order and any modifications made hereto be negotiated and executed in the English language. Any translation is offered solely as a convenience and in the event of a conflict, the English language version shall prevail.

12.8. <u>Severability.</u>

If a body of competent jurisdiction holds any term or provision of this Order to be invalid or unenforceable, such term or provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Order will remain in full force and effect.