



## TERMS AND CONDITIONS OF SALE

All quotations and sales by NIC Components Corp., its subsidiaries or affiliates ("Seller") are subject to these terms and conditions.

1. Except as otherwise set forth on the front of a Seller invoice or acknowledgment, terms of payment are net 30 days from invoice date; prices are EXW Seller's facility (INCOTERMS 2020); and prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of Customer. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent (1.5%). Freight charges may not reflect actual transportation costs. Seller reserves the right to modify any terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of Customer's creditworthiness or should Customer fail to fulfill any obligation.

2. In the absence of prior agreement as to shipping, Seller may select a carrier. Seller's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to Customer, or to Customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay for storage charges if Seller holds products at Customer's request pending instructions or rescheduled delivery.

3. Seller warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization for 90 days after delivery and that those services performed exclusively by it will be performed by persons who are skilled in their profession and in accordance with applicable standards of workmanship in their profession. To the extent provided by the applicable supplier, all other products, services and the components and materials utilized in any assembled or customized products or services, are covered by, and subject to, the terms, conditions, and limitations of the supplier's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Seller or the supplier. Customer's exclusive remedy, if any, under these warranties is limited, at Seller's election, to any one of (a) refund of Customer's purchase price, (b) repair or reperformance by Seller or the suppliers of any products or services found to be defective, or (c) replacement of any such product. In the event that there is no Seller warranty, the Customer takes all such products and services "as-is" with all faults and without any warranty whatsoever. Customer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS OR SERVICES, THEIR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USE, NONINFRINGEMENT, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR SUPPLIER'S PRODUCT OR SERVICES SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER.

4. Seller's rights and remedies will be cumulative and not exclusive. Customer is responsible for all losses, costs and expenses incurred by Seller in collecting any sums owing by Customer. Seller shall have the right to offset against any amounts owed by Seller or any Seller subsidiary to Customer. These terms and conditions, all transactions and any other matter arising out of or related hereto or thereto are governed by the laws of the State of New York, excluding its conflicts of law principles. The parties waive any right to trial by jury.

5. Products or services are deemed accepted by Customer unless Customer notifies Seller in writing within 10 days of delivery or performance of shortages, damage or defect. No returns or refunds may be made for any reason without compliance with Seller's returns or refunds policy. If Customer refuses to accept tender or delivery of any products or returns any products without authorization from Seller, such products will be held by Seller awaiting Customer's instruction for 20 days, after which Seller may deem the products abandoned and dispose of them as it sees fit, without crediting Customer's account. Customer warrants that any products returned are the same products Seller shipped to Customer and, except as disclosed in writing to Seller, are unaltered.

6. Seller will not be liable for any failure or delay in its performance or in the delivery of services or shipment of products, or for any damages suffered by Customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Seller's suppliers or any other cause or causes beyond Seller's reasonable control. Seller reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Seller reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply.

7. This document, and not any purchase order or other Customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer and is a rejection of any other terms or conditions. Customer, by accepting any products or services, making any payments or ordering any products or services having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from Customer and whether or not Seller will specifically or expressly object to any of Customer's terms. Seller's failure to object to any document, communication or act of Customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in a signed writing by Seller before becoming binding on Seller.

8. If Customer's order is placed under a contract with the United States Government, Seller agrees to comply only with those contract provisions and regulations with which, pursuant to law, it must comply and of which Customer has, at the time of order placement, placed Seller on written notice. However, in no event will United States Government Cost Accounting Standards apply. **To the extent not exempt, Customer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.** Unless specifically otherwise agreed in writing by Seller, Customer acknowledges that products sold by Seller are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage.

9. Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, IHTS Code, parametric or conflict mineral data or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to Seller by its suppliers, and Seller does not warrant its accuracy and will not be liable for any error with regard to same. Customer uses such information at its own risk. Buyer certifies that (i) it complies with all applicable laws, including the labor laws and regulations (including fair labor standard laws) and anti-bribery regulations (including the FCPA and UK Bribery Act) in the jurisdictions where it operates and (ii) it complies with our Corporate Business Code of Conduct ( URL: <https://www.niccomp.com/company/files/NIC-CodeOfConduct-2022.pdf> )

10. Except for the exclusive warranty remedy described in paragraph 3, above, NEITHER SELLER NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, BY THE INADEQUACY OF ANY PRODUCTS OR SERVICES FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCTS OR SERVICES (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES OR BY ANY FAILURE OR DELAY IN SELLER'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, COST OR REPLACEMENT GOODS OR SERVICES (COVER), REWORK, LOSS OF DATA, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER HAS INFORMED SELLER OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. IN NO EVENT WILL SELLER'S LIABILITY, REGARDLESS OF BASIS (INCLUDING TORT, CONTRACT, INDEMNIFICATION OR OTHERWISE), EXCEED THE PRICE PAID FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.

11. Notwithstanding paragraph 3, the performance of any value-added service may void the supplier's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third party value-added service provider is deemed to be an agent of Customer. If technical advice is offered or given in connection with the use of any products or services it will be as an accommodation to Customer and Seller shall have no liability whatsoever for the content or use of such advice.

12. All rights in software and other intellectual property owned or licensed by Seller or the supplier are hereby reserved and deemed restricted or limited. Seller makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all requirements with regard to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating, reverse engineering or disclosing the same), even if Seller has broken the seal on any "shrink wrapped" software. If Customer provides Seller with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify Seller against and hold it harmless from any and all liability, cost or expense arising out of or relating to any (i) breach or alleged breach of these terms and conditions, or (ii) Customer's use or sale of the products or services, including infringement claims that arise from Customer's use of products or services in combination with other products or services.

13. No order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without Seller's prior written authorization and, in such event, Customer will be liable to Seller for any additional costs and expenses incurred by Seller. Prices are subject to change by Seller upon Customer rescheduling or reconfiguration of orders. Prices are also subject to change in response to supplier price increases or if a price has been quoted in error, whereupon, Customer may cancel the undelivered portion of any affected order by delivering written notice to Seller prior to the shipment thereof and within 10 days of its receipt of notice of the price increase. Seller may assign its accounts receivable. In order to defray the cost of Customer account administration, any amount owed to Customer which remains unclaimed by Customer for a period of twelve months will become the property of Seller.

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