

Terms and Conditions of Sale

Unless otherwise agreed to by Indu-Electric North America, Inc in writing, the following terms and conditions ("Agreement") apply to all purchases of Products. By placing an order for Products, you accept and agree to be bound to this Agreement. If you have placed an order, but do not wish to be bound to this Agreement, then you must either (i) promptly cancel such order in accordance with the Cancellation Policy (as defined below), or (ii) return the order in accordance with the Return Policy (as defined below).

DEFINITIONS. Indu-Electric North America, Inc., a California corporation, acting on behalf of itself and its affiliates, and doing business as the entity identified on your purchase order, order confirmation, quotation, or other form of purchase documentation. "Customer" or "you" means you and/or any of your affiliates that place an order for Products. "Products" includes Standard Products and Special Products. "Standard Products" are products (i) that have not been modified especially for a customer, and (ii) are available to the general public for purchase from Indu-Electric North America, Inc. "Special Products" are products that (i) are not a Standard Product, (ii) are a Custom product or a modification of a Standard Product done at the request of or especially for a customer, or (iii) have been marked or labeled according to a customer's specifications.

ORDERS. All orders are subject to acceptance by Indu-Electric North America, Inc, which acceptance will be indicated by (i) written confirmation, (ii) electronic confirmation, or (iii) fulfillment and shipment of such order. Products must be ordered in standard pack quantities where applicable. Minimum billing is \$100 per order, excluding any freight charges. Orders for less than \$100 will be billed at this minimum amount, plus freight charges. Indu-Electric North America, Inc reserves the right to supply less than the quantity ordered of any Indu-Electric North America, Inc Product, at any time and without notice. All orders shall be deemed to be fully accepted by Customer unless Indu-Electric North America, Inc receives written notification to the contrary within five (5) days of the invoice date of such order.

PRICES. All orders for Standard Products will be invoiced at the price in effect on the date the order was accepted, and all orders for Special Products will be invoiced at the price in effect at the time of shipment. All prices are subject to change without notice and are subject to shortages in materials or resources and increases in the cost of manufacturing. Taxes and shipping and handling charges are not included in Indu-Electric North America, Inc Product prices. Unless otherwise agreed to by Indu-Electric North America, Inc in writing, all costs, fees and expenses associated with the shipment of Products or the insurance of such products while in transit shall be paid by Customer, and will be calculated and added to the order prior to shipment.

TAXES AND FEES. All taxes, assessments, fees, and charges applied or imposed by any government relating to the sale, delivery, shipment or use of Products or Services will be added to the purchase price of Products and will be paid by Customer, except to the extent that Customer provides Indu-Electric North America, Inc with an acceptable tax exemption certificate.

DELIVERY. Unless otherwise agreed to by Indu-Electric North America, Inc in writing, all orders will be delivered Ex-Works (within the meaning of INCOTERMS 2010). Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise agreed to by Indu-Electric North America, Inc

in writing, actual delivery dates are not of the essence. Indu-Electric North America, Inc will have no liability to Customer or any third party with regard to any delay in delivery, regardless of the reason.

EXCUSABLE DELAYS: Indu-Electric North America, Inc shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities. Indu-Electric North America, Inc will notify Buyer promptly of any material delay excused by this Article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of an unexcused and material delay, the parties will mutually agree to an equitable solution.

CANCELLATION POLICY. No orders which have been received by Indu-Electric North America, Inc may be cancelled or revised by Customer except with Indu-Electric's prior written consent and upon payment of reasonable cancellation charges compensating Indu-Electric North America, Inc for all costs incurred in work done and material purchased. Indu-Electric North America, Inc reserves the right (i) to determine what constitutes reasonable cancellation charges, and (ii) to cancel any order at any time if Customer becomes insolvent or is in breach of any applicable law or any term of this Agreement. **Orders for Special or Custom Products are non-cancellable.**

TITLE AND RISK OF LOSS. Title to each order for Products shall pass from Indu-Electric North America, Inc to Customer upon Indu-Electric's tender of such order to the initial carrier. Loss or damage that occurs during shipping by a carrier selected by Indu-Electric North America, Inc shall be Indu-Electric's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer shall be Customer's responsibility. Acceptance of an order from the final carrier constitutes a waiver of any claims against Indu-Electric North America, Inc for delay, damage or losses arising from such order.

INSPECTION, ACCEPTANCE OF PRODUCTS. Buyer shall inspect the Products immediately upon receipt and within five (5) business days after receipt, give written notice to Indu-Electric North America, Inc of any claim for shortage or that Products do not conform to the terms of the contract of sale. If Buyer shall fail to give such notice, the Products shall be deemed accepted and to conform with the terms of the contract of sale, and Buyer shall be bound to pay for the Products in accordance with the terms of the Paragraph CREDIT AND PAYMENTS below.

CREDIT AND PAYMENTS. All payments must be in U.S. dollars. Invoices are due and payable within the time period noted on Customer's invoice, or if not noted, then within thirty (30) days, measured from the date of the invoice, subject to continuing credit approval by Indu-Electric North America, Inc. Indu-Electric North America, Inc reserves the right to withdraw credit at any time and for any reason. Indu-Electric North America, Inc may invoice parts of an order separately or may invoice purchases of Products in one invoice. If Customer delays shipment for any reason without first obtaining the prior written approval of Indu-Electric North America, Inc, payments shall become due from

the date on which Indu-Electric North America, Inc was prepared to make shipment and storage shall be at Customer's risk and expense.

OVERDUE ACCOUNTS. Timely payment for all invoices is of the essence. Indu-Electric North America, Inc reserves the right to charge Customer a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law. Indu-Electric North America, Inc shall have the right to set-off and deduct from any credit balance any sums owed from Indu-Electric North America, Inc.

If Customer fails to make payment in accordance with the payment terms specified by Indu-Electric North America, Inc, Indu-Electric North America, Inc may, without any liability to Customer, defer shipments until such payment is made, or may, at its option, cancel all or any part of the unshipped order. Customer shall be liable to Indu-Electric North America, Inc for all collection expenses, including reasonable attorney's fees and court costs, incurred by Indu-Electric North America, Inc in attempting to collect any amounts due from Customer.

CREDIT BALANCES. Unless otherwise agreed to by Indu-Electric North America, Inc in writing, Customer must use any credit balances that have been issued by Indu-Electric North America, Inc within one (1) year of issuance. IF NOT APPLIED OR REQUESTED WITHIN SUCH PERIOD, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND Indu-Electric North America, Inc SHALL HAVE NO FURTHER LIABILITY WITH RESPECT THERETO.

CORRECTIONS. Indu-Electric North America, Inc is not responsible for pricing, typographical, or other errors in any offer, catalog, price list or quotation, and reserves the right to cancel orders arising from such errors.

SPECIAL / CUSTOM PRODUCTS. A Special or Custom Product includes any product which has any degree of deviation in drawing, design, material, specification, usage, or labeling from the Standard Products offered in the most recent published catalog.

Orders for Special or Custom Products are non-cancellable and nonreturnable. If Customer rejects any delivery of Special or Custom Products, in whole or in part, Customer is still liable for the full purchase price of such order.

RETURN POLICY. Subject to certain restrictions, new, unused, and unopened Standard Products may be returned to Indu-Electric North America, Inc within 30 days of receipt of invoice and receipt of a Return Merchandise Authorization (RMA) from Indu-Electric North America, Inc ("Authorized Returns"). To obtain an RMA, contact your Customer Services Representative or Technical Services Representative. Authorized Returns are subject to a 20% restocking fee. Authorization will not be given for the return of Products (i) which would, in Indu-Electric's sole opinion, result in an excess in the amount of stock Indu-Electric North America, Inc normally carries, (ii) which are discontinued Products, (iii) which have a Return Value (as defined below) greater than 10% of Customer's aggregated sales invoiced for the previous twelve (12) month period, or (v) which are Special or Custom Products. Unauthorized returns may be refused and returned freight collect. Authorized Returns must be in their original packaging, and, unless otherwise agreed to by Indu-Electric North America, Inc in writing, Customer is responsible for risk of loss and shipping and handling fees for Authorized Returns. The "Return Value" for Authorized Returns shall be the lesser of (i) the prevailing fair market value of such products at the time the RMA is issued or (ii) Customer's original purchase price for the products, adjusted for bundling and promotional pricing, if applicable. The Return Value

shall be paid in the form of a credit to Customer's account to be used for future purchases of Products. **Special or Custom Products and discontinued Standard Products are nonreturnable.**

DISCONTINUED PRODUCTS. Indu-Electric North America, Inc may modify or discontinue Products at any time without prior notice to Customer. A change in a Product may occur after a Customer places an order but before Indu-Electric North America, Inc ships the Products. As a result, the Products a Customer receives might display minor differences from Products requested in a Customer order. However, modified or substituted Products will meet or exceed all material specifications of the original Products requested in such order. **Discontinued Standard Products are nonreturnable.**

SECURITY INTEREST. Where allowed by prevailing law, Indu-Electric North America, Inc shall have a lien on all Products sold as security for payment on the invoice price, and upon request Customer shall provide and execute a financing statement showing such lien.

GOVERNMENT CONTRACTS. Products are commercial items as defined in FAR 2.101. If Customer sells Products to any government, or to a government prime contractor or subcontractor, Customer shall be solely and exclusively liable for compliance with all government acquisition statutes and regulations. Indu-Electric North America, Inc makes no representations, certifications, or warranties whatsoever about compliance with government acquisition statutes and regulations, including, without limitation, those that may relate to pricing, quality, origin or content, and specifically rejects the flow down of all FAR clauses not required to be included in a subcontract for commercial items.

LEGAL COMPLIANCE. Customer agrees to comply with all applicable U.S. and foreign laws, regulations, orders and requirements pertaining to the purchase and sale of Products, their export from the U.S., and their import into the country of destination. Without limiting the generality of the foregoing, Customer acknowledges and agrees to comply with (i) all U.S. export licensing laws and regulations, (ii) all restrictions on the sale or other transfer of Products to prohibited parties, countries or end-users, and (iii) all restrictions on the sale or other transfer of Products for a prohibited end-use. In addition, Customer acknowledges and agrees to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and all other applicable antibribery laws and regulations.

PATENTS Indemnity: (a) Subject to the provisions of this Article, Seller warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, and contingent upon Buyer not taking any position adverse to Seller in connection with such claim, Seller shall defend, or may settle, at its expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of this warranty and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a noninfringing product or part, or modify same so it becomes noninfringing, or remove the product and refund the

purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by said products or any part thereof.

(b) The preceding paragraph shall not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product, part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

DUTY TO DEFEND. Customer agrees to defend, hold harmless and indemnify Indu-Electric North America, Inc and reimburse Indu-Electric North America, Inc for all claims, taxes, penalties, interest, costs, assessments and expenses that arise as a result of or in connection with any inadequacy or invalidity of any tax exemption certificate submitted by Customer or any act, omission or misrepresentation of Customer or any of its affiliates, employees, agents, contractors, customers, or representatives, which gives rise to any breach of this Agreement.

FORCE MAJEURE. Indu-Electric North America, Inc shall not be liable in any way for any delay or cancellation in shipment, manufacture or performance due to acts of God, war, riot, insurrection, terrorism, labor difficulties, accident, acts of civil or regulatory authorities, fires, floods, quarantine restrictions, plant conditions, delays in transportation, shortages of fuel, labor or any other condition beyond Indu-Electric's control.

EXCLUSIVE AGREEMENT. This Agreement constitutes the entire agreement between Customer and Indu-Electric North America, Inc with regard to Customer's purchase of Products, and supersedes all prior oral and written understandings, communications, or agreements between the parties. Indu-Electric North America, Inc objects to and rejects any additional or different terms or conditions in any form tendered by Customer, including expressly rejecting any provisions that dictate that Customer's terms control or any additional or different provisions in a Customer's electronic business portal. Indu-Electric's failure to object to any provisions or terms from Customer will not be a waiver or amendment of any of the provisions of this Agreement. If Customer's purchase order or other correspondence contains terms or conditions in addition or contrary to this Agreement, Indu-Electric's acceptance of Customer's order shall not be construed as assent to any such additional terms and conditions and will not constitute a waiver by Indu-Electric North America, Inc of any of this Agreement. In the event this Agreement conflicts with any previous agreement or any other purchase documents between the parties, then this Agreement shall take precedence.

GOVERNING LAW. This Agreement and any claim, dispute, or controversy arising from or relating to this Agreement or Customer's purchase of any Products shall be governed by the laws of the State of California, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Customer irrevocably consents to personal jurisdiction of the state and federal courts in and for Los Angeles County, California and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

MISCELLANEOUS. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement should be found to be void or unenforceable, such

provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force and will not be terminated. No course of dealing between the parties shall amend, modify or supplement any of the provisions hereof. No waiver by Indu-Electric North America, Inc of a breach of any term of this Agreement shall be construed as a waiver by Indu-Electric North America, Inc of any other breach of this Agreement. Indu-Electric North America, Inc reserves the right to update this Agreement at any time, effective upon posting an updated version at www.indu-electric.com however, Customer's rights and obligations shall be as provided in the version of this Agreement provided to Customer or made available to Customer at the time of its purchase of Products. Customer shall not assign any order or any interest herein without the prior written consent of Indu-Electric North America, Inc. Any actual or attempted assignment without Indu-Electric's prior written consent shall entitle Indu-Electric North America, Inc to cancel such order upon notice to Customer. Notices to Indu-Electric North America, Inc should be in writing sent by tracked next-day delivery service to: Indu-Electric North America Inc, Attn: Martin Gerber 27756 Avenue Hopkins, Valencia, CA 91355

All rights, remedies and powers of Indu-Electric North America, Inc are cumulative and may be pursued or enforced in any manner or order. Indu-Electric North America, Inc
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LIMITED WARRANTY. Subject to the exclusions and limitations detailed below, Indu-Electric North America, Inc warrants to the original consumer that products of its manufacture will be free from defects in materials and workmanship under normal use and service for a period of 1 (one) year from the date of shipment.

Those products and / or components not manufactured by Indu-Electric North America, Inc shall be subject only to the warranty extended by the original manufacturer. This warranty does not apply to any defect arising from accident, misuse, unauthorized repair or negligent use. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Indu-Electric North America, Inc of any defects and, if required, promptly making the product available for correction.

EXCLUSIVE REMEDY. Subject to the exclusions and limitations detailed below, in the event of a breach of this warranty during the applicable warranty period, Indu-Electric North America, Inc at its sole discretion, will (a) repair the product, (b) replace the product. The remedy of repair or replacement is the original consumer's exclusive remedy in the event of a breach of this warranty. IN NO EVENT WILL Indu-Electric's LIABILITY UNDER THIS WARRANTY EXCEED THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT.

EXCLUSIONS AND LIMITATIONS. This warranty is limited to new products sold through Indu-Electric North America, Inc or other channels of distribution expressly designated by Indu-Electric North America, Inc. This warranty does not cover reconditioned products and is not applicable to products sold through third-party liquidators or internet-based auction sites.

This warranty does not cover damage caused by normal wear and tear, misuse, mishandling, accidents, lack of maintenance, overloading, alterations (including repairs or attempted repairs by parties other than Indu-Electric North America, Inc authorized service personnel), improper installation, exposure to abnormal physical or electrical stress, exposure to abnormal environmental conditions, negligence, acts of God, and use in violation of any accompanying instructions or the intended purpose of the product.

TOTAL LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, Indu-Electric North America, Inc SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF Indu-Electric North America, Inc CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY Indu-Electric North America, Inc IN ITS SOLE DISCRETION. No Indu-Electric North America, Inc agent, employee or representative has the authority to make any modification, extension, or addition to this warranty. If any term of this warranty is held to be illegal or unenforceable, the legality or enforceability of the

remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Indu-Electric North America, Inc IS NOT LIABLE FOR ANY (i) CONSEQUENTIAL OR INCIDENTAL DAMAGES; (ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, BUSINESS INTERRUPTION, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF NEGLIGENCE, GOOD FAITH OR OF WORKMANLIKE EFFORT); OR (iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT. THE FOREGOING APPLIES EVEN IF Indu-Electric North America, Inc HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON.

OBTAINING WARRANTY SERVICE. In order to obtain the applicable warranty on a product, the original consumer must: (i) notify Indu-Electric North America, Inc of any defect, malfunction or nonconformity within thirty (30) days after discovery of such defect, malfunction, or nonconformity, and (ii) obtain a Return Authorization Number ("RMA") from Indu-Electric North America, Inc. Unless otherwise prohibited by applicable law: (i) proof of purchase is required at the time warranty services are requested, and (ii) all costs associated with returning the product to Indu-Electric North America, Inc for warranty service shall be the sole responsibility of the original consumer.

Replacement products may be new or refurbished. If Indu-Electric North America, Inc repairs or replaces the product, the repaired or replaced product shall be warranted for the remaining time of the original warranty period or for ninety (90) days from the date of repair, whichever is longer.

ADDITIONAL RIGHTS. FOR ORIGINAL CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY, STATE OR PROVINCE OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY, STATE OR PROVIDENCE OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF ORIGINAL CONSUMERS ARISING OUT OF NONCONFORMITY WITH A SALES CONTRACT. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED ABOVE MAY NOT APPLY TO ALL ORIGINAL CONSUMERS. THIS WARRANTY GIVES ORIGINAL CONSUMERS SPECIFIC LEGAL RIGHTS, AND ORIGINAL CONSUMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS WARRANTY IS GOVERNED BY AND SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA.

RESERVATION OF RIGHTS

Indu-Electric North America, Inc reserves the right to restrict warranty service to the country where Indu-Electric North America, Inc or its authorized distributors originally sold the product. If an original consumer seeks service in a country that is not the country of original purchase, the original consumer must comply with all applicable export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

Indu-Electric North America, Inc reserves the right to modify the terms of this warranty at any time and without notice. Such changes will be effective upon their posting at www.indu-electric.com. The terms of this warranty in effect at the time of the original purchaser's purchase shall govern any warranty claims arising from such product.