Custom Power, LLC | Q-PAR USA | Solsta, LLC

TERMS OF SALE

These Terms of Sale (these "**Terms**") govern the sale of goods and related services by **Supplier** to the entity identified in the applicable quotation or purchase order ("**Buyer**" or "**Purchaser**"). "Supplier" or "Seller" means Custom Power, LLC, Q-PAR Antennas USA, LLC d/b/a Q-PAR USA, or Solsta, LLC, as identified on the applicable quotation, order acknowledgment, or invoice, and only that entity.

Applicability and Priority. These Terms apply to every quotation, order acknowledgment, and invoice issued by Supplier that references or incorporates them, and to every order arising from any of them. These Terms supersede and replace any conflicting or additional terms in Buyer's purchase order or other documents. If a separately executed written agreement between the parties governs the transaction, that agreement controls to the extent of any conflict. The version of these Terms in effect on the date of Supplier's quotation, or, where Supplier issued no quotation, on the date of Supplier's order acknowledgment, governs the resulting order. Supplier may revise these Terms from time to time, and a revision does not affect any order governed by an earlier version under this paragraph.

Where Supplier accepts an order on terms other than these Terms, Supplier's order acknowledgment may incorporate by reference the provisions of these Terms that it identifies with respect to any Custom Goods or Configured Goods (as defined below) ordered by Buyer. The provisions so identified supplement Buyer's purchase order and shall control over any conflicting term in it, except to the extent a separately executed written agreement provides otherwise.

1. ORDERS; ACCEPTANCE

Quotations. Supplier's quotations are invitations to Buyer to submit a purchase order and are not offers. Each quotation is valid only for the period stated. Prices, lead times, and availability are subject to change prior to Supplier's acceptance of Buyer's purchase order.

Purchase Orders; Acceptance. Buyer shall submit purchase orders consistent with the quotation. Each purchase order is an offer by Buyer. Supplier accepts an order only by written order acknowledgment, or in certain circumstances, Supplier's commencement of performance. Supplier's acceptance of any purchase order is expressly conditioned on Buyer's assent to these Terms, and Buyer's acceptance of delivery of, or payment for, any goods constitutes that assent. Any additional or different terms in Buyer's purchase order are rejected, and Supplier's performance or shipment does not accept them.

Forecasts. Any forecasts provided by Buyer are non-binding, and shall be used for planning purposes only.

2. PRICING; TAXES; IMPORT COSTS; PAYMENT

Prices. Prices are as stated in the applicable quotation or acknowledgment of purchase order.

Tariffs; Duties; Import Costs. All tariffs, duties, customs fees, and other import-related charges imposed on the importation of the finished goods supplied to Buyer ("**Import Costs**") are excluded from quoted prices and payable by Buyer as incurred. Supplier may pass through Import Costs by separate line item on its invoice or by a price adjustment, in each case supported by reasonable documentation upon Buyer's request. If, between the date of Supplier's order acknowledgment and the date of shipment or delivery, any new or increased tariff, duty, customs fee, trade-remedy action, surcharge, or other governmental charge (including under Section 201 or 301 of the Trade Act of 1974 or Section 232 of the Trade Expansion Act of 1962 and any retaliatory or reciprocal action) is imposed on the goods, materials, or components used in the goods, Supplier may adjust the price by the amount of such increase, on prior written notice to Buyer.

Taxes. Prices exclude sales, use, value-added, excise, and similar taxes. Buyer is responsible for all such taxes, excluding taxes on Supplier's net income or property.

Invoicing; Payment. Supplier will invoice per the quotation. Payment is due in U.S. dollars within thirty (30) days after the invoice date, unless different payment terms are stated in Supplier's order acknowledgment, including terms in Buyer's purchase order that Supplier expressly accepts there.

Invoice Disputes. Buyer must notify Supplier of any invoice dispute, with reasonable detail, within thirty (30) days after receipt; undisputed amounts remain payable when due.

Late Payments; No Setoff. Late amounts accrue interest at the lesser of 1.5% per month or the maximum lawful rate, and Buyer shall reimburse reasonable collection costs. Buyer shall not withhold or set off any undisputed amounts owed to Supplier on account of any claim or amount Buyer asserts is owed by Supplier; provided that this restriction does not apply to amounts Supplier has acknowledged in writing as owed to Buyer.

Credit Assurance. Supplier may, upon reasonable written notice to Buyer, modify payment terms, require advance payment, suspend performance, or require adequate assurance of payment if Supplier reasonably determines that Buyer's financial condition, creditworthiness, or payment performance is unsatisfactory. Supplier shall promptly resume performance on the original terms upon Buyer's provision of adequate assurance.

3. NON-CANCELLABLE / NON-RETURNABLE; CHANGES; EXCESS INVENTORY

"Custom Goods" means goods manufactured to Buyer-specific designs, drawings, or specifications.

"Configured Goods" means standard catalog products modified from Supplier's standard configuration at Buyer's request.

NCNR. Custom Goods, Configured Goods, and any other goods identified as non-cancellable/non-returnable ("**NCNR**") in Supplier's quotation or order acknowledgment become NCNR upon commencement of production, or upon Supplier incurring any production-related costs (including tooling or procurement of long-lead materials). NCNR goods may not be cancelled or returned except as Supplier may authorize in writing under Section 6; Buyer remains responsible for full payment of all NCNR goods. Buyer acknowledges that pricing for NCNR goods reflects this allocation of risk. Buyer may reschedule NCNR goods only with Supplier's prior written approval under the Schedule Changes paragraph below, and in no event beyond ninety (90) days from the original scheduled delivery date, and any such rescheduled goods remain subject to payment in full on the original payment terms. If Buyer cancels (including for convenience), reduces, returns (other than a return Supplier authorizes under Section 6), or fails to pay for any NCNR good, Supplier's damages shall be the full order price for all such NCNR goods ordered, notwithstanding any other damages limitation in these Terms, including Section 12. This provision does not limit Buyer's right to pursue remedies for nonconforming goods under Sections 5 and 7, or to terminate an order for Supplier's uncured material breach.

Schedule Changes. Any pull-in or push-out of previously scheduled delivery dates or other milestones related to Buyer's purchase order requires Supplier's prior written approval and may require corresponding price or cost adjustments.

Excess and Obsolete Inventory. If Buyer cancels, reduces, or materially modifies orders following Supplier's acceptance, Buyer shall purchase finished goods at the order price, work-in-process, and materials procured by Supplier in support of Buyer's order requirements at Supplier's documented cost, plus reasonable storage, handling, and administrative charges, as applicable.

4. SHIPMENT; DELIVERY; TITLE; RISK OF LOSS

Shipment; Delivery; Risk. Delivery terms (including the applicable Incoterm, the point of delivery, transfer of risk of loss, and responsibility for shipping, insurance, and importer-of-record costs) shall be those set forth in Supplier's order acknowledgment or, if none are stated there, in Supplier's quotation. Unless otherwise stated, Buyer bears shipping charges. If neither states delivery terms, delivery shall occur upon Supplier's tender of goods to Buyer's carrier at Supplier's facility (FCA Supplier's facility, Incoterms 2020), and risk of loss shall pass at that time. Title to delivered goods shall transfer in accordance with the *Title; Security* paragraph of this Section 4, separate from the transfer of risk of loss. Any delivery dates provided are estimates only. Supplier shall not be liable for any damages arising from delay in delivery, early delivery, partial delivery, or failure to deliver goods by a specific date, except to the extent such damages arise from Supplier's gross negligence or willful misconduct. Supplier shall provide Buyer with prompt written notice of any anticipated delay and shall use commercially reasonable efforts to mitigate the delay.

Allocation. If goods, materials, components, or production capacity are in short supply for any reason, Supplier may, on reasonable notice to Buyer and in its reasonable discretion, allocate available goods among its customers fairly and equitably, without liability for any resulting shortfall. Supplier shall not allocate away any goods, materials, or components for which Buyer has prepaid.

Title; Security. Title to delivered goods transfers upon Supplier's receipt of payment in full. Buyer grants Supplier a purchase-money security interest in the goods and their proceeds to secure payment of the purchase price and authorizes Supplier to file financing statements to perfect that interest. Until full payment is received by Supplier, Buyer shall keep the goods insured and otherwise protect Supplier's interest.

5. INSPECTION; ACCEPTANCE; NONCONFORMING GOODS

Inspection Period. Buyer must inspect delivered goods within ten (10) business days of receipt (the "Inspection Period") unless otherwise stated.

Experimental and Evaluation Goods. Goods identified in writing as "prototype," "sample," "for evaluation," "for approval," or similar are provided solely for Buyer's internal evaluation, are Supplier's Confidential Information, and may not be represented as production units. Buyer shall return them on request. Supplier has no liability for Buyer's evaluation or use of them and may use Buyer's feedback on them without restriction.

Visible Damage or Shortage. Buyer must notify Supplier in writing of any visible damage, shortage, or shipping discrepancy within three (3) business days after delivery. Failure to provide timely notice constitutes acceptance of the goods with respect to such conditions.

Acceptance. Goods are deemed accepted unless Buyer provides written notice within the Inspection Period specifying all nonconformities with supporting evidence. Acceptance under this Section 5 does not waive Buyer's right to assert a warranty claim under Section 7 for latent defects not reasonably discoverable on inspection, provided that Buyer provides written notice of such defect promptly upon discovery and within the applicable Warranty Period.

Remedies. Nonconforming goods are subject to the exclusive remedies in Section 7.

6. RETURNS

Returns for Buyer Error. Any request for return due to a Buyer error must be made within fifteen (15) days of delivery. NCNR goods are not eligible for return for Buyer error unless Supplier, in its sole discretion, authorizes the return in writing, and this Section 6 does not limit the return of nonconforming goods under Sections 5 and 7.

Return Authorization. All returns of goods, whether for nonconforming goods or Buyer error, require a return material authorization ("**RMA**") issued by Supplier prior to shipment. Buyer shall comply with Supplier's return instructions, and Supplier may reject any unauthorized return.

Restocking Fee; Freight. Authorized returns for Buyer's error are subject to a restocking fee equal to (i) fifteen percent (15%) of the purchase price for standard catalog goods or (ii) twenty-five percent (25%) of the purchase price for Custom or Configured Goods or any goods modified at Buyer's request. Buyer is responsible for all freight, insurance, and risk of loss for returned goods until received by Supplier.

7. LIMITED PRODUCT WARRANTY; EXCLUSIVE REMEDY

Warranty. For a period of twelve (12) months from the date of delivery to Buyer, or such other period as is stated in Buyer's purchase order and expressly accepted by Supplier in its order acknowledgment (the "**Warranty Period**"), goods will materially conform to specifications and be free from defects in materials and workmanship, and Supplier will convey good title. For purposes of this Section 7, "specifications" means, in order of precedence: (i) any configuration or build specifications expressly set forth in and accepted by Supplier in the order; (ii) any Buyer-furnished specifications or drawings expressly accepted by Supplier in writing as the production basis of the goods; and (iii) Supplier's published product specifications for the applicable part number.

Third-Party Goods. For goods manufactured by persons other than Supplier or its affiliates and resold by Supplier ("**Third-Party Goods**"), Supplier's warranty is limited to the warranty provided by the original manufacturer, to the extent assignable, and Supplier makes no independent warranty with respect to any such Third-Party Goods.

Exclusions. Supplier's warranty does not extend to: (i) fitness for Buyer's particular purpose; (ii) the adequacy, suitability, or sufficiency of any Buyer-furnished specification, drawing, or design, or any design obligation beyond conformance with the applicable specifications identified above; (iii) defects arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Supplier's instructions (whether written or oral), misuse, improper installation or storage, or alteration, repair, or modification of the goods by anyone other than Supplier or without Supplier's prior written approval; or (iv) parts, materials, or equipment furnished by Buyer or added to the goods by anyone other than Supplier, counterfeit, unauthorized, or non-Supplier-approved parts or components, or use of the goods with unapproved third-party products. Buyer's approval of any drawing, sample, or first article shall not expand Supplier's warranty.

No Expansion of Warranties. Any warranty, guarantee, or indemnity Buyer gives its customers beyond Supplier's warranty is at Buyer's sole risk and does not bind Supplier, and Buyer shall indemnify Supplier against any claim arising from it.

Exclusive Remedy. BUYER'S SOLE AND EXCLUSIVE REMEDY, AND SUPPLIER'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY BREACH OF WARRANTY SHALL BE, AT SUPPLIER'S ELECTION, REPAIR OR REPLACEMENT OF THE NONCONFORMING GOODS, OR REFUND OR CREDIT OF THE PURCHASE PRICE PAID FOR THOSE GOODS, IN EACH CASE FOLLOWING TIMELY NOTICE AND RETURN FOR INSPECTION.

Disclaimer. EXCEPT AS EXPRESSLY STATED, SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; BUYER DISCLAIMS RELIANCE ON ALL SUCH WARRANTIES.

Technical Assistance. Any technical assistance, advice, recommendations, drawings, specifications, or other information provided by Supplier regarding the goods or their use is provided for Buyer's convenience only, without charge, and without any warranty or guarantee of results. Buyer remains solely responsible for determining the suitability of the goods for Buyer's intended application. Supplier shall have no liability arising from or relating to any such technical assistance or advice, except (i) to the extent expressly provided in these Terms or (ii) for Supplier's gross negligence or willful misconduct in providing such assistance or advice.

8. COMPLIANCE; EXPORT CONTROLS; GOVERNMENT CONTRACTS

Compliance with Law. Each party shall comply with all applicable laws.

Supplier Compliance Scope. Supplier shall comply with, and the goods shall conform to, the certifications, standards, and regulatory requirements expressly identified in (i) the applicable Supplier product specifications, datasheets or part-number documentation; (ii) the applicable quotation or order acknowledgment; and (iii) any additional certifications or standards mutually agreed in writing by the parties. Supplier shall maintain in effect the quality, manufacturing, and facility certifications identified on the applicable Supplier datasheet or fact sheet for the goods (such as ISO 9001, AS9100, or ITAR registration), and shall promptly notify Buyer of any material lapse. Supplier shall be responsible for any certification or test report required to qualify the goods themselves for transport, including United Nations Manual of Tests and Criteria, Part III, sub-section 38.3 (UN 38.3) testing for lithium cells and lithium battery packs manufactured by Supplier.

Buyer Compliance Scope. Buyer is solely responsible for compliance with all laws, regulations, and standards applicable to Buyer's end use of the goods or any end product into which the goods are incorporated, including, without limitation, transportation of dangerous goods following Supplier's tender to carrier (IATA, IMDG, U.S. DOT 49 CFR), end-product certification (FCC, FDA, CE, UL), environmental and product-stewardship laws (RoHS, REACH, WEEE, California Proposition 65, conflict minerals, battery recycling and stewardship), and end-application safety standards. Except as expressly set forth in the Supplier Compliance Scope paragraph above, Supplier provides no certification or representation as to Buyer-application compliance and shall have no liability for any failure of Buyer or Buyer's end product to satisfy any such requirement.

Export Controls. Goods are subject to U.S. export control and sanctions laws, including the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Buyer represents it is not a denied, restricted, or sanctioned party and shall obtain all required licenses and authorizations. Buyer shall not export, re-export, transfer, or release goods or technical data in violation of such laws and shall indemnify Supplier against losses arising from Buyer's violation of this Section. Buyer represents and warrants that: (i) the goods will not be used in any end use prohibited by Part 744 of the EAR, including nuclear, chemical or biological weapons, missile technology, military-intelligence end uses, or restricted unmanned aerial system end uses, except where authorized by U.S. Government license, license exception, or general license; (ii) the goods will not be transferred, directly or indirectly, (a) to any country or region subject to comprehensive U.S. sanctions (including Cuba, Iran, North Korea, and the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic regions of Ukraine), (b) to any person on the SDN List, Entity List, Denied Persons List, or Military End User List, or (c) to any military end user or military end use in a country identified in 15 C.F.R. §744.21, except where authorized by U.S. Government license, license exception, or general license; and (iii) Buyer will not engage in any boycott or restrictive trade practice prohibited by U.S. law, including the anti-boycott provisions of the EAR and Section 999 of the Internal Revenue Code. Upon written request, Supplier shall provide the ECCN or USML category and country of origin based on its standard classification records. Buyer shall provide end-use, end-user, and destination information sufficient for Supplier's compliance obligations.

Anti-Corruption; Sanctions. Buyer shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Buyer shall not, directly or indirectly, offer, promise, give, or authorize the giving of anything of value to any government official, political party, or other person to influence any act or decision in connection with these Terms or any order. Buyer represents that neither it, nor any of its directors, officers, nor any person owning or controlling fifty percent (50%) or more of Buyer's equity interests, and, to Buyer's knowledge, none of its employees or agents, is a person or entity subject to comprehensive trade or economic sanctions administered by OFAC, the United Nations, the European Union, or His Majesty's Treasury (United Kingdom). Buyer shall promptly notify Supplier of any change in the foregoing representations.

Government Contracts Flow-Through Protection. To the extent Buyer's U.S. Government prime contract incorporates FAR/DFARS clauses that provide rights or remedies to Buyer and are required or permitted to be flowed down, Supplier shall be entitled to the same rights, remedies, and recovery basis as if Supplier were a direct contractor, including equitable adjustment, cost recovery, and termination-for-convenience settlement (including under FAR 52.249-2, FAR 52.243-1, FAR 52.233-1, and DFARS 252.249-7002, or any successor or class deviation clause). If any act or omission of the Government entitles Buyer to relief, Supplier shall be entitled to corresponding relief. To the extent the goods are commercial products, Supplier accepts only those FAR and DFARS clauses that FAR 52.244-6 and DFARS 252.244-7000, or any successor clause, require to be flowed down to subcontractors for commercial products, unless Supplier agrees otherwise in writing. Nothing in Section 3 or Section 4 limits Supplier's obligations under the Defense Priorities and Allocations System regulations (15 C.F.R. Part 700) for any rated order.

9. INTELLECTUAL PROPERTY; TOOLING

Background IP. Each party retains all intellectual property it owned before, or develops independently of, any order (its "**Background IP**"). Supplier's Background IP includes its products, platforms, firmware, software, manufacturing and test processes, tooling designs, and know-how. Buyer's Background IP includes the designs, drawings, and specifications it furnishes.

Developed IP. "**Buyer Design Modifications**" means changes to Buyer-furnished designs, drawings, or specifications that apply only to Buyer's products, excluding Supplier's processes and tooling designs. "**Buyer-Owned Deliverables**" means deliverables of separately invoiced engineering or development services that Supplier's quotation or order acknowledgment identifies as owned by Buyer. Of the intellectual property created in performing an order, Buyer owns Buyer Design Modifications and Buyer-Owned Deliverables, and Supplier owns everything else, including improvements to its products, processes, and tooling designs, developments of general application, and joint developments. Each party hereby assigns to the other any rights it acquires in intellectual property allocated to the other. "**Supplier IP**" means Supplier's Background IP and the intellectual property Supplier owns under this paragraph.

Licenses. Each license in this paragraph is non-exclusive and royalty-free. (a) Buyer may use and resell Supplier IP solely as embedded in the goods, and this license passes with the goods to later purchasers and users. (b) Buyer may use the documentation and technical data Supplier delivers with the goods, and share them with its customers, to install, integrate, operate, maintain, and repair the goods and products incorporating them, subject to Section 8, and that use and sharing are permitted under Section 10. (c) Buyer may use in its own products, perpetually and irrevocably, any joint developments and any deliverables of separately invoiced engineering or development services that are not Buyer-Owned Deliverables, but this license does not permit Buyer to make, or have others make, goods of the kind Supplier supplies. (d) Buyer may use Supplier IP within Buyer-Owned Deliverables only as part of them. (e) Supplier may use Buyer's Background IP and Buyer Design Modifications to perform Buyer's orders.

Government Rights and Know-How. This Section 9 does not limit U.S. Government rights under any applicable FAR or DFARS data-rights or patent-rights clause. Each party may use the general know-how its personnel gain in performing orders, subject to Section 10.

No Reverse Engineering. Buyer shall not reverse engineer, decompile, or make derivative works of any Supplier IP.

Equipment and Tooling. Unless Supplier agrees otherwise in writing, all tooling, equipment, jigs, dies, fixtures, molds, and similar items that Supplier designs, builds, acquires, or uses to manufacture goods for Buyer ("**Tooling**") are Supplier's property, remain in Supplier's possession and control, and may be used for any purpose, including for Supplier's other customers, whether or not Buyer pays for them. Tooling charges are non-refundable and do not transfer ownership, a license, or exclusivity. If the parties agree in writing that Buyer will pay the full, separately invoiced cost of dedicated Tooling that has no application to Supplier's other products or customers, Buyer owns that Tooling, subject to Supplier's possession and exclusive control of it at Supplier's facilities during any active program, Supplier's right to use it for Buyer's orders, and Supplier's ownership of Supplier IP embodied in or used to design or operate it. New or modified Tooling required by Buyer's changes is at Buyer's expense.

Buyer-Owned Materials. Any materials or property furnished by Buyer and in Supplier's possession shall be handled with reasonable care; however, Supplier shall not be responsible for loss or damage except to the extent caused by Supplier's gross negligence or willful misconduct.

10. CONFIDENTIALITY

Precedence of Existing NDA. Any non-disclosure or confidentiality agreement between Buyer and Supplier or any of Supplier's affiliates that covers the subject matter of these Terms or any order (an "**NDA**") controls over this Section 10 to the extent of any conflict.

Definition. "Confidential Information" means all non-public information disclosed by one party (the "Discloser") to the other (the "Recipient") in connection with these Terms, including pricing, specifications, drawings, designs, technical data, business plans, customer information, and the existence and terms of any quotation or order, whether disclosed orally, in writing, or by inspection of tangible items. Supplier IP and Supplier's product, process, and manufacturing information are Confidential Information of Supplier regardless of marking.

Obligations. Recipient shall (i) protect Confidential Information using at least the same degree of care it uses for its own confidential information of like importance, and in no event less than a commercially reasonable degree of care; (ii) use Confidential Information only to perform under these Terms and any accepted order; and (iii) limit disclosure to its employees, contractors, and professional advisors who have a need to know and are bound by confidentiality obligations no less protective than those in this Section. Neither party, as a Recipient, shall disclose a Discloser's Confidential Information to any artificial intelligence model or machine learning system unless such model or system resides in a secure environment controlled by the Recipient.

Exceptions. The obligations in this Section do not apply to information that Recipient can document: (a) was rightfully in Recipient's possession without restriction before disclosure; (b) is or becomes publicly available through no breach by Recipient; (c) is rightfully received from a third party without restriction; or (d) is independently developed by Recipient without use of or reference to the Discloser's Confidential Information. Recipient may disclose Confidential Information to the extent required by law or legal process, provided that Recipient gives the Discloser prompt written notice (where legally permitted) and reasonable cooperation to seek a protective order or other relief.

Term; Return; Export-Controlled Data. The obligations of the parties set forth in this Section 10 shall survive for five (5) years following the date of last delivery under any order, and indefinitely with respect to information constituting a trade secret, or subject to ITAR, EAR, or other export control laws. Upon Discloser's written request, Recipient shall return or destroy all Confidential Information in its possession, except that Recipient may retain copies as required by law or its bona fide records-retention policies, subject to continuing confidentiality obligations. Buyer shall handle export-controlled technical data in accordance with Section 8.

11. INDEMNIFICATION

General Indemnity. Each party shall defend, indemnify, and hold harmless the other party from third-party claims for bodily injury (including death) or damage to tangible property arising directly from the indemnifying party's negligence, willful misconduct, or material breach of these Terms, and not from the acts, omissions, or negligence of the indemnified party. Supplier shall have no obligation under this paragraph for any claim to the extent arising from designs, drawings, or specifications furnished or directed by Buyer, or from use of the goods in a manner directed or controlled by Buyer, and Buyer shall defend, indemnify, and hold harmless Supplier from any such claim. Indemnification obligations arising from any breach of warranty are limited exclusively to the remedies set out in Section 7.

Buyer IP Indemnity. Buyer shall defend, indemnify, and hold harmless Supplier from third-party infringement claims arising from Buyer-furnished designs, specifications, instructions, or other intellectual property, including goods manufactured to them.

Supplier IP Indemnity; Exclusions. Subject to Section 12 (Limitation of Liability), Supplier shall defend, indemnify, and hold harmless Buyer from third-party claims alleging that goods designed and manufactured by Supplier, as delivered by Supplier and used in accordance with the applicable Supplier product documentation, infringe a third party's intellectual property rights. If the goods become, or in Supplier's opinion are likely to become, the subject of such a claim, Supplier may, at its option and expense, procure for Buyer the right to continue using the goods, modify or replace the goods so that they are non-infringing without material loss of functionality, or, if neither option is commercially reasonable, accept return of the affected goods and refund the purchase price paid for them. Supplier shall have no liability and no indemnification obligation for any infringement claim arising from or relating to: (a) any modification of the goods by or at the direction of Buyer or any third party after delivery; (b) the combination, integration, or use of the goods with products, systems, software, or equipment not supplied by Supplier, where the goods would not infringe absent such combination; (c) Buyer's use of the goods in a manner not contemplated by the applicable Supplier product documentation; or (d) goods manufactured to Buyer's specifications, designs, or instructions. This paragraph states Supplier's entire liability, and Buyer's sole and exclusive remedy, for any infringement or misappropriation of third-party intellectual property rights.

Procedure. As a condition to indemnification, the indemnified party shall provide the indemnifying party with prompt written notice of the claim, tender sole control of the defense and settlement to the indemnifying party, and provide reasonable cooperation at the indemnifying party's expense. The indemnifying party shall not settle any claim that imposes any liability or admission on the indemnified party without the indemnified party's prior written consent, not to be unreasonably withheld, conditioned or delayed.

12. LIMITATION OF LIABILITY

No Consequential Damages. EXCEPT FOR (i) BUYER'S PAYMENT OBLIGATIONS FOR GOODS ACCEPTED, (ii) EITHER PARTY'S LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT, (iii) BREACH OF CONFIDENTIALITY, AND (iv) DEFENSE COSTS AND AMOUNTS PAYABLE TO THIRD PARTIES UNDER A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR COST OF SUBSTITUTE GOODS, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Cap. EACH PARTY'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THESE TERMS, WHETHER ARISING IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (i) AMOUNTS PAID TO SUPPLIER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (ii) THE AMOUNTS PAID FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM. The cap shall not apply to (a) Buyer's payment obligations for goods accepted, (b) either party's liability for fraud or willful misconduct, or (c) Buyer's payment obligations under Section 3 (Non-Cancellable / Non-Returnable; Changes; Excess Inventory). For the avoidance of doubt, each party's indemnification obligations under these Terms are subject to the cap set out in this Section 12, except as expressly stated otherwise.

13. TERMINATION

Supplier may suspend or terminate any order for non-payment or material breach. Buyer may terminate an order for Supplier's material breach that remains uncured thirty (30) days after Buyer's written notice describing the breach. Upon termination by Supplier, all amounts shall become immediately due.

14. FORCE MAJEURE

Neither party shall be liable for any failure or delay in fulfilling its obligations under these Terms (other than payment obligations) to the extent caused by events beyond its reasonable control, including: natural or man-made disasters; epidemics or public health emergencies; materials or component shortages; strikes or other labor disruptions; criminal acts; delays in delivery or transportation; inability to obtain labor, materials, or components through the affected party's regular sources; or actions, restrictions, or requirements of any governmental authority (each, a "Force Majeure Event"). The affected party shall use commercially reasonable efforts to mitigate the effect of any Force Majeure Event and shall provide the other party with prompt written notice of the event and its expected duration. If a Force Majeure Event continues for more than ninety (90) consecutive days, either party may terminate the affected order on written notice, in which case Buyer shall remain obligated to pay for all goods delivered, work-in-process at the time of termination, and NCNR goods in accordance with Section 3. A labor disruption affecting only the affected party's own workforce at a single facility shall not constitute a Force Majeure Event unless it is part of an industry-wide or regional labor action.

15. DISPUTE RESOLUTION; GOVERNING LAW

Informal Resolution. Before commencing arbitration, a party shall give the other party written notice describing the dispute and the relief sought in reasonable detail (a "Dispute Notice"). Within ten (10) business days after delivery of the Dispute Notice, representatives of each party with authority to settle the dispute shall meet, in person or by video conference, and negotiate in good faith to resolve it. If the dispute is not resolved within thirty (30) days after delivery of the Dispute Notice, either party may commence arbitration under this Section 15. All negotiations under this paragraph are confidential and shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and comparable state rules. This paragraph does not prevent either party from seeking temporary or injunctive relief as permitted in this Section 15, commencing arbitration to the extent necessary to avoid expiration of a limitations period, or exercising its rights under Sections 2 and 13 to modify payment terms, suspend performance, or terminate an order.

Arbitration. Any dispute, claim, or controversy arising out of or relating to these Terms or any order, including its formation, interpretation, performance, breach, or termination, shall be resolved by binding arbitration under the JAMS Streamlined Arbitration Rules & Procedures where no claim or counterclaim exceeds $250,000, exclusive of interest and attorneys' fees, and otherwise under the JAMS Comprehensive Arbitration Rules & Procedures, conducted by a single arbitrator in New York, New York. Either party may seek temporary or injunctive relief in a court of competent jurisdiction to protect its intellectual property or confidential information. The arbitration shall be confidential. Judgment on the award may be entered in any court of competent jurisdiction.

Governing Law. These Terms are governed by the laws of the State of New York, excluding its rules regarding conflict-of-laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or any transaction governed hereby.

16. MISCELLANEOUS

Assignment. Buyer may not assign these Terms, in whole or in part, without Supplier's prior written consent (not to be unreasonably withheld); provided that Buyer may assign these Terms, on prior written notice to Supplier but without Supplier's consent, to an affiliate or in connection with a merger, reorganization, or sale of all or substantially all of its assets, in each case so long as the assignee is not a competitor of Supplier, or a person or entity that Supplier is restricted from transacting with under applicable law (including export controls or sanctions). Supplier may assign these Terms, without Buyer's consent, to an affiliate, or in connection with a merger, corporate restructuring, internal reorganization, divestiture, or sale of all or substantially all of its assets, provided that the assignee assumes Supplier's obligations under these Terms.

Affiliated Entities. Supplier is a member of a group of affiliated companies. Supplier's affiliates are not liable for Supplier's obligations. Each transaction with an affiliate is separate and is governed by these Terms only if that affiliate is a Supplier named above.

No Franchise or Agency Relationship. Nothing in these Terms creates a franchise, joint venture, partnership, teaming agreement, fiduciary, or agency relationship between the parties. Buyer is an independent purchaser of goods and is not granted any right to use Supplier's trademarks except as necessary to resell goods purchased from Supplier. Buyer shall not represent itself as Supplier's agent or franchisee.

Errors. Supplier reserves the right to correct clerical, typographical, or other inadvertent errors in quotations, acknowledgments, or invoices, on prior written notice to Buyer and within a reasonable time after discovery; provided that no such correction shall increase pricing on any order that Supplier has accepted, or any invoice that Buyer has paid in full, except with Buyer's written consent.

Notices. All notices required or permitted under these Terms shall be in writing and delivered to the address set forth on the applicable quotation, order acknowledgment, or invoice (or such other address as a party may designate by written notice). Notice shall be effective upon receipt and may be delivered by personal delivery, nationally recognized overnight courier, or certified mail (return receipt requested). Notices to Supplier of indemnity tender, breach, termination, or force majeure shall additionally be sent by email to legal@solidstateplc.com.

No Third-Party Beneficiaries; Cumulative Remedies. These Terms are for the sole benefit of the parties and their permitted successors and assigns, and, except as provided in the Licenses paragraph of Section 9, confer no rights on any other person, including any affiliate, end customer, or end user. Except where these Terms expressly state that a remedy is sole and exclusive, all rights and remedies under these Terms are cumulative and in addition to any other rights and remedies available at law or in equity.

Severability. If any provision of these Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect.

Amendment. Except for revisions under the Applicability and Priority paragraph, no amendment to these Terms shall be effective unless it is made in writing and signed by the parties.

No Waiver. Supplier's failure at any time to enforce any provision of these Terms, or its acceptance of nonconforming performance, shall not be deemed a waiver of Supplier's right to enforce such provision in the future.

Survival. Sections 2, 3, 6, 7, 8, 9, 10 (for the period stated in Section 10), 11, 12, 15, and 16, the Title; Security paragraph of Section 4, and any other provision that by its nature is intended to survive shall survive the completion, cancellation, or termination of any order.

Entire Agreement. These Terms, together with the applicable quotation or order acknowledgment, which is incorporated herein by this reference, and any separately executed written agreement or NDA that controls under the Applicability and Priority paragraph or Section 10, constitute the entire agreement for the transaction contemplated in such documents. In the event of any conflict, Supplier's order acknowledgment controls over Supplier's quotation, and each of them controls over these Terms.