



The sale of products and services ("Products") by International Manufacturing Services, Inc. and its divisions, subsidiaries, and affiliates ("IMS") to a customer ("Customer") are subject to these terms and conditions ("Agreement") regardless of other terms or conditions in any purchase order, document, or other communication of Customer ("Order") or IMS' failure to object to such other terms. This Agreement may only be modified in writing signed by authorized representatives of both IMS and Customer.

1. **QUOTATIONS.** Unless otherwise stated on the quote, IMS quotes are invitations to tender and are subject to change at any time without notice. Quotes expire on the date specified on the quote. The re-issuance of quotations is available upon request.

2. **ORDERS.** All Orders are subject to acceptance by IMS. Contracts between Customer and IMS are formed upon IMS' written acceptance or execution of Customer's Order and are subject to this Agreement.

Each purchase order shall specify in detail the quantity required, scheduled delivery date based on IMS Lead Times and shipping instructions. If shipping instructions are not specified, IMS will determine the best method of shipment.

3. **PRICES.** Unless otherwise stated on IMS' proposal, quote or invoice, prices are for Products only and do not include taxes, freight, duties or any other charges or fees for additional services (collectively, "Additional Fees"). Unless otherwise stated on IMS' proposal, quote or invoice, Customer is responsible for any and all Additional Fees including Wire Transfer Fees.

4. **TERMS OF PAYMENT.** All payments shall be made in United States dollars. Payment is due as stated on IMS' invoice without offset or any deduction for withholding taxes or otherwise. IMS will invoice the Customer upon shipment. Payment terms are net thirty (30) days, unless otherwise provided herein. Any invoices not paid within thirty days shall accrue interest at a rate of 18% per annum, or 1½ % per month, except as otherwise provided by law. Accrued collection costs, including, but not limited to, legal fees and expenses shall also be payable by the Customer as accrued. At any time, IMS may change the terms of Customer's credit. IMS may apply payments to any of Customer's accounts. If Customer defaults on any payment, IMS may reschedule or cancel any outstanding delivery or Order and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, Customer credits provided by IMS will expire if unused within 12 months.

5. **DELIVERY.** All prices and terms of sale are EX Works (EXW per Incoterms 2000) IMS' point of manufacture. Title and risk of loss shall pass to the Buyer upon delivery of products to the Buyer's designated carrier at Seller's point of manufacture. IMS' delivery dates are estimates only and subject to IMS' timely receipt of supplies. IMS is not liable for delays in delivery, for partial or early deliveries and Customer shall accept delivery. Customer may not cancel any other Orders based on delayed delivery of any part of an Order. The Customer will deal directly with the carrier regarding any damage to products resulting from shipping. Risk of loss is assumed by the Buyer once carrier has possession of goods.

6. **PRODUCT RETURN.** Customer may return Products to IMS only with a return material authorization ("RMA") number issued by IMS. (A) Returns for Visual Defect: Customer must notify IMS in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy ("Visual Defect") within three business days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products. IMS will only issue an RMA if the defect is created solely by IMS, and only if Customer meets the notice requirement. IMS will not grant RMAs for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Upon receiving the RMA, Customer must return the Products to IMS in compliance with IMS' instructions in the RMA. IMS may assess all Products returned by Customer via RMA. If IMS determines such Products are not eligible for return, IMS will send such Products back to Customer on freight collect basis, or hold such Products for Customer's collection and on account at Customer's expense. Schedule changes within the 45 days will be considered on a case by case basis.

7. **CHANGE ORDERS.** Customer may reschedule shipment dates for any products ordered, provided that the Customer notifies IMS of such change, in writing, at least forty five (45) days prior to the originally scheduled shipment date. Orders can be rescheduled up to 360 days from the originally scheduled shipment date.

8. **CANCELLATIONS.** All Orders for Products are non-cancelable and non-returnable ("NCNR") within 45 days of SHIP DATE specified on the Order Acknowledgment. Customer may not change, cancel or reschedule Orders without IMS' consent.

9. **FORCES BEYOND IMS' CONTROL.** IMS is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (for example, acts of nature, acts or omissions of Customer, operational disruptions, man-made or natural

disasters, epidemic medical crises, materials or Product shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor, materials or Products through regular sources).

10. USE OF PRODUCTS. Customer shall comply with the manufacturer's Product specifications. Products are not authorized for use in life support systems, human implantation, nuclear facilities or any other application where Product failure could lead to loss of life or property damage. If Customer uses or sells the Products for use in such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk. Customer shall indemnify, defend and hold IMS harmless from any claims based on: (i) IMS' compliance with Customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than IMS, or (iii) use of Products in combination with other products or in violation of this clause.

11. QUALITY LEVEL. IMS provides commercial and up-screened product quality levels. IMS provides the Quality Level applicable to each product on the Quote/Order Acknowledgment. Customer is responsible to verify the appropriate Quality Level upon receipt of Quote/Order Acknowledgment documents. Details and descriptions of Quality Levels are available on IMS Corporate Website.

12. EXPORT/IMPORT. Certain Products and related technology sold by IMS are subject to export control regulations of the United States, the European Union, and/or other countries, excluding boycott laws ("Export Laws"). Customer shall comply with such Export Laws and obtain any license or permit required to transfer, export, re-export or import the Products and related technology. Customer shall not export or re-export the Products and related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States, European Union or other countries.

13. NONDISCLOSURE. The Customer agrees that it will not disclose or make available to any third party any confidential or proprietary information marked as belonging to IMS, including, but not limited to, drawings, data, or other information pertaining to purchase orders without obtaining IMS' prior written authorization for such disclosure. The Customer shall cause its employees, agents and others having access to such information to be aware of, and to abide by, the terms of this paragraph.

14. ENVIRONMENTAL COMPLIANCE. Where applicable, Customer is responsible for all obligations and liabilities under the European Union's (i) Waste Electrical and Electronic Equipment Directive (2012/19/EU), (ii) Packaging Waste Directive (94/62/EC) and (iii) Batteries Directive (2006/66/EC), all as amended and all related national implementing measures in force from time to time.

15. GENERAL.

A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the IMS entity that accepted Customer's Order ("Governing Country") is located without reference to the conflict of laws principles. If the Governing Country is the United States of America, the laws and courts of the State of Rhode Island and Providence Plantations will apply. The United Nations Convention for the International Sale of Goods shall not apply. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement.

B. Customer may not assign this Agreement without IMS' prior written consent. IMS' affiliates may perform IMS' obligations under this Agreement. This Agreement is binding on successors and assigns.

C. The unenforceability or invalidity of any of these terms or conditions will not affect the remainder of the terms or conditions.

D. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and user licenses, and Customer shall comply with such rights.

E. Customer shall comply with all applicable laws, including anticorruption laws such as U.S. Foreign Corrupt Practices Act and UK Bribery Act.

F. The parties agree that electronic signatures may be used and will be legally valid, effective, and enforceable.