



1. SCOPE OF APPLICABILITY; PRODUCTS

- 1.1 These General Terms and Conditions of Sale ("GTCS") apply to all sales of goods by Strainsert Company ("we," "us," "our," or "Strainsert") to each customer ("you" or "your"). These GTCS apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance of such terms and conditions in writing. Fulfillment of your order does not constitute acceptance of any such terms and conditions and does not serve to modify or amend these GTCS. The confirmation of sale (the "Purchase Confirmation" and these GTCS (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. "Purchase" means each sale under these GTCS and "Product" means goods and/or services sold to Customer in a Purchase.
- 1.2 We reserve the right to change these GTCS for any reason, for example, to reflect changes to the law or changes to our products. You should look at these GTCS regularly and the "Last Updated" date on these GTCS. We will use reasonable efforts to give you notice of changes to these GTCS, such as by posting notice on our website or by email. The version of these GTCS in effect at the time of your purchase shall apply to such purchase.
- 1.3 You shall not use, resell or export a Product in breach of this Agreement or in violation of applicable law, including any applicable export restrictions. For the avoidance of doubt, your purchase of Products excludes all copyright, trademark, patent, and trade secret rights associated with such Products. You shall not reverse engineer or otherwise attempt to discover the underlying intellectual property of any Products.

2. OFFERS, PURCHASE ORDERS AND ORDER CONFIRMATIONS

- 2.1 All offers made by us are open for acceptance within thirty calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the Products offered.
- 2.2 All purchase orders issued shall specify as a minimum the type and quantity of Products requested, applicable unit prices, delivery point, method of shipment, Strainsert quote number and delivery date in accordance with our quoted lead time. No purchase order shall be binding on us unless and until expressly agreed to by us in writing in our Purchase Confirmation.

3. PRICES AND TERMS OF PAYMENT

- 3.1 The prices for all Products and services shall be those set forth in our Purchase Confirmation and may differ from a quote if any changes from a quote have been made. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority, unless otherwise specified in the Purchase Confirmation.
- 3.2 Prices do not include shipping & handling, including shipping insurance, unless otherwise previously mutually agreed upon in writing by the parties.
- 3.3 Unless expressly stated otherwise in our Purchase Confirmation, payment for each Purchase shall be made within thirty (30) days of the invoice date without offset or deduction.
- 3.4 You must submit such financial information from time to time as may be reasonably requested by us for the establishment or continuation of payment terms. Additionally, we may at our sole and absolute discretion at any time without notice require payment or partial payment in advance.
- 3.5 If you fail to pay any invoice within forty-five (45) calendar days of the due date of payment, we may suspend delivery of any Purchase until payment is made. Further, we may charge you interest from the due date to the date of payment at the rate of 1 ½ % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled to law or in equity.

4. TERMS OF DELIVERY AND LATE DELIVERY

- 4.1 Unless otherwise expressly agreed in writing by us, all deliveries of Products shall be as set forth in the quote or Purchase Confirmation. Delivery shall be made to the delivery point (the "Delivery Point") set forth in the Purchase Order using our standard methods for packaging and shipping such Products, unless otherwise specifically stated by Buyer in the Purchase Order and accepted by Strainsert. You shall take delivery of the Products immediately upon their arrival at the Delivery Point. You are responsible for insuring product shipment to full replacement value until the title to such Products has been passed to you. The risk of loss of or damage to Products shall pass to you upon transfer to the shipper.
- 4.2 The estimated delivery dates of Products shall be those set forth in our Purchase Confirmation. We reserve the right to make deliveries in installments.
- 4.3 If for any reason you fail to accept delivery of any of the Products at the Delivery Point, or if we or our shipper are unable to deliver the Products at the Delivery Point because you have not provided appropriate instructions, documents, licenses or authorizations: (i) the Products shall be deemed to have been delivered; and (ii) we, at our option, may store the Products at your risk and until you take delivery, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage, transportation and insurance).
- 4.4 Unless otherwise expressly stated in the Purchase Confirmation or these GTCs, title passes to you upon the later of (i) delivery of the Products at the Delivery Point, or (ii) the date of payment in full for such Products.

- 4.5 Expedited Service Fee and Remedies for Delay. If expedited delivery is requested by you, if available, the total expedited service fee shall be specified in writing by Strainert prior to purchase. This expedited delivery fee is in addition to the standard charges for the goods or services. The expedited deadline is defined as completion date of production and ready for shipment.
- 4.6 Failure to Meet Expedited Deadline. If Strainert fails to meet expedited deadline, the expedited service fee shall be reduced by 15% per business day of delay, not to exceed 100% of the expedited service fee.

5. ACCEPTANCE OF PRODUCTS

- 5.1 You must inspect all Products delivered upon receipt. You are deemed to have accepted all Products delivered unless written notice of rejection specifying the reasons for rejection is received by us within fifteen calendar days after delivery of the Products.
- 5.2 If buyer refuses delivery on a completed, shipped product, the full purchase order price and any additional cost for handling return delivery will be charged.

6. WARRANTY

- 6.1 Strainert Products are guaranteed against any malfunction due to defects in materials or workmanship for a period of two years after the date of shipment to the original purchaser (the "Limited Warranty"). Unless expressly stated in a Purchase Confirmation, the Limited Warranty is not transferable from the original purchaser to any third party.
- 6.2 EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS.
- 6.3 We shall not be liable for a breach of the Limited Warranty unless: (i) you give us written notice of the defect, reasonably described, within 5 days of the time you discover or ought to have discovered the defect; (ii) we are given a reasonable opportunity after receiving the notice to examine such Products and you (if requested to do so by us) return such Products to our place of business at our cost for the examination to take place there; and (iii) we reasonably verify your claim that the Products are defective.
- 6.4 We shall not be liable for a breach of the Limited Warranty if: (i) you make any further use of such Products after giving such notice; (ii) the defect arises because you failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) the Products have been altered or repaired without our prior written consent.
- 6.5 Subject to Sections 6.2, 6.3 and 6.4 above, with respect to any such Products during the Limited Warranty period, we shall, in our sole discretion, either: (i) repair or replace such Products (or the defective part), or (ii) credit or refund the price of such Products at the pro rata contract rate provided that you shall, at our request, return such Products to us. Products returned to us under this Section 6.5 shall be sent to Strainert Company, 12 Union Hill Road, West Conshohocken, PA 19428, shipping prepaid, properly packaged and insured at your expense for the full value of such Products.
- 6.6 In order for us to initiate warranty repair work, you must comply with ALL conditions under this Section 6. We may, at our sole discretion and at your expense, perform repair work that is not covered under the Limited Warranty, provided that all applicable terms and conditions of this Section 6 shall apply. Such non-warranty repair work performed shall itself be subject to a Limited Warranty; provided that the applicable warranty period shall be six months from the date of completion of such repair services.

Strainert will repair or replace under warranty, and return by standard ground transportation prepaid, provided that:

- Full explanation of malfunction or defect is transmitted in writing to Strainert together with, if possible, application or short history of product use.
- Prior authorization to return product is obtained from Strainert.
- Product is sent to Strainert, 12 Union Hill Road, West Conshohocken, PA 19428, prepaid, properly packaged and insured at full value.
- Factory inspection and investigation determines that the malfunction or defect developed or appeared during normal and proper usage of product.
- This warranty is null and void in the event repairs or modifications are made by persons unauthorized by Strainert.

Note:

1. To initiate warranty and non-warranty repair work, ALL the above conditions must be complied with fully.
2. Non-warranty repair work performed will be guaranteed for a six-month period from the date of repair.
3. Calibration and/or investigation charges may apply when Strainert products returned for warranty repair prove to be free of defect and the problem lies in systems, components, circuits, test set-ups, etc., for which Strainert has no responsibility.
4. For some special systems, Strainert may utilize other manufacturers' products. In these cases, the original equipment manufacturer's warranty will apply.

6.7 Calibration and/or investigation charges may apply if Products that are sent to us for warranty repair under this Section 6 are determined in good faith by us to be free of defect and/or an issue arises from systems, components, circuits, test set-ups or other hardware that we did not provide or for any other cause for which we are not responsible. For some Products, we may utilize other manufacturers' products. In these cases, the original equipment manufacturers warranty will apply.

6.8 THE REMEDIES SET FORTH IN SECTION 6 SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY.

7. RETURNS & CANCELLATION POLICY

7.1 All Product returns require prior written approval from the Sales Department. Items for return must be initiated within 90 days of the original shipping date.

- Custom or modified builds, accessories, cables, services, and software are not eligible for returns.
- Only Products purchased through Strainert or an official representative are eligible for returns.
- Products must be returned in their original unused condition with no alterations to qualify for any refund amount and restocking fees will apply.
- The return of a standard stocked Product listed on our website will require a restocking fee of twenty percent (20%) of the Product price.
- Return of a catalog Product that are not stock but made to order require approval and if approved require a restocking fee of fifty percent (50%) of the Product price.

7.2 Cancellation of Orders with Proper Written Notice.

- Cancellation of orders for standard stock Products listed on our website more than three (3) business days from the date of the Purchase Confirmation will have a servicing fee of twenty percent (20%) of the Product price.
- Cancellation of non-standard catalog Products that have entered production will have a servicing fee applied according to production status.
- Cancellation fee of custom Products is a minimum of thirty percent (30%) of the Product price plus the full cost of completed services (ex: NRE, PMPL) and additional charges for any ordered materials or production completed.

8. LIMITATION OF LIABILITY

8.1 In no event shall we be liable to you or any third party for any loss of use, loss of revenue or profit, loss of data or diminution in value, disability or death, personal injury and or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, late Product deliveries, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8.2 In no event shall our aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to us for the Products relating to a claim.

8.3 We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any Products by parties other than us or use in combination with other goods.

8.4 We shall not be liable for any additional charges, damages or costs due to late delivery.

9. FINANCIAL DATA

9.1 As a privately held small business concern, Strainert will not disclose any corporate or employee financial data, audits or cost accounting data.

10. PACKAGING

10.1 Strainert shall provide adequate protective packing to prevent damage and deterioration of the Products. Buyer shall be responsible for the cost of any special packaging or special handling requested. All packages requiring special handling such as those containing electrostatic discharge (ESD) sensitive items will be marked with an appropriate caution label.

11. INSURANCE

11.1 Strainert will maintain the following insurance policies, at its own expense, and with the following limits:

- (a) General Commercial Liability: \$1,000,000 per occurrence; \$3,000,000 in aggregate;
- (b) Excess Liability: \$2,000,000 per occurrence and in aggregate;
- (c) Aircraft Products Liability: \$1,000,000 per occurrence; \$1,000,000 in aggregate;
- (d) Worker's Compensation Insurance: \$1,000,000 combined single limit.

Strainert does not add customers to our insurance policy. If required to by contract, additional costs incurred for the addition and employee time will be passed on to customer. This may cause delays in order processing, which will be in addition to any quoted or agreed upon delivery dates.

12. RIGHT OF ACCESS

12.1 Right of access and inspection is acceptable with an escort, except for proprietary areas. We require a minimum of one week's notice (charges may apply). All visitors are strictly prohibited from taking any audio recordings, photos or videos while they are present on Strainert premises, unless otherwise agreed upon.

13. FORCE MAJEURE

13.1 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume.

14. MISCELLANEOUS

14.1 This Agreement shall be construed in accordance with, and all disputes shall be governed by, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws rules thereof. The state and federal courts (including the appellate courts) with jurisdiction for Philadelphia, PA shall have exclusive jurisdiction and venue for the adjudication of any disputes relating to this Agreement, and the parties hereby consent to the jurisdiction and venue of such courts.

14.2 Any notices that are required or permitted to be given under this Agreement shall be given in writing and shall be delivered (i) in person, (ii) by certified mail, postage prepaid, return receipt requested, (iii) by a nationally recognized commercial overnight courier with proof of delivery, or (iv) by email to an address designated for receiving notices by the party being notified. Such notice shall be addressed to the party receiving such notice at its address stated above or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective upon receipt by the party being notified.

14.3 These GTCS and each Purchase Confirmation constitute the entire agreement of the parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may only be modified in a writing signed by both parties. In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, all other terms of this Agreement shall remain in full force and effect. In the event of a conflict between the terms of these GTCS and any Purchase Confirmation, the terms of the Purchase Confirmation shall control with respect to the subject matter in conflict.

14.4 The terms or conditions of this Agreement may be waived only in a writing signed by the waiving party. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term shall be deemed as a continuing waiver of such condition or term or of another condition or term.