

## HONEST COMPONENTS TERMS AND CONDITIONS

THE SALE OF PRODUCTS AND SERVICES (“PRODUCTS”) BY HONEST COMPONENTS ARE SUBJECT TO AND CONDITIONED UPON THE UNCONDITIONAL ACCEPTANCE, BY THE PURCHASER (HEREINAFTER REFERRED TO AS “CUSTOMER”), OF ALL OF THE WITHIN PROVISIONS (HEREINAFTER REFERRED TO AS “AGREEMENT”). CUSTOMER AGREES AND REPRESENTS THAT ANY ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER, DOCUMENT, OR ANY OTHER COMMUNICATION ARE NULL AND VOID AND UNENFORCEABLE. CUSTOMER FURTHER EXPRESSLY AGREES THAT HONEST COMPONENTS’ SIMPLE FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT AND THAT THE ONLY WAY THAT THIS AGREEMENT MAY BE MODIFIED IS BY THE EXPRESS WRITTEN AGREEMENT OF AN AUTHORIZED AGENT OF HONEST COMPONENTS.

- A. ORDERS.** All Orders are subject to acceptance by Honest Components. No Order is effective unless and until it is accepted by Honest Components . Honest Components reserves the right to allocate the sale of Products among its customers as it sees fit.
- B. VERBAL PURCHASE ORDERS.** All signed and acknowledged Written Verbal Purchase Orders are legally binding and are NCNR.

**1. PRICES.** Honest Components’ quoted prices will be honored for twenty-four (24) hours after the date stated on the quote unless another date is expressly stated in its quote. Honest Components may increase prices if Honest Components ’s costs increase or if there are other circumstances beyond Honest Components ’s reasonable control. Prices contained in quotes are for Products only and do not lude any other charges or fees that might apply, such as, by way of example, taxes, impositions, tariffs, shipping charges, and duties imposed by any government authority. Customer is solely responsible for all additional charges or fees that might apply.

**2. TERMS OF PAYMENT.** Payment of the total invoice amount, without offset or deduction, is due in advance of Honest Components securing the goods unless otherwise offered to the Customer. On any past due invoice, Honest Components will charge Customer interest of one- and one-half percent (1.5%) per month from the day payment becomes late up to the

date payment is received. Customer is also responsible for paying all reasonable attorney's fees and collection costs incurred by Honest Components in collecting on any past due amounts owed by Customer. Honest Components may, at its sole discretion, apply payments to any of Customer's accounts.

**3. DELIVERY AND TITLE.** Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products by Honest Components or by any 3rd party Test Lab to the carrier. Honest Components's delivery dates are estimates only and Honest Components is not liable for delays in delivery. Honest Components reserves the right to make partial shipments, and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries or Orders.

**4. ACCEPTANCE OF PRODUCTS AND RETURNS.** . Unless otherwise specified, all orders are warranted for fit, form and function for 90 days beginning on the day the order is shipped. Honest Components provides a service of sending all orders to Global ETS (GETS), an independent, AS6081/ISO17025 Military/Aerospace-certified laboratory to authenticate all orders. Tests include Documentation & Packaging Inspection, External Visual Detailed, Mechanical Inspection, Marking Permanency, Functional Electrical, Decapsulation, Solderability and X-Ray. If any tests do not pass 100%, we do not accept the parts and will provide a RMA for replacements or refund. If Customer decides to accept parts after any failed test, all parts are NCNR. Failure to conduct destructive testing as specified will render the **warranty null and void**. Compliance with the destructive testing procedure is essential for maintaining the validity of the product warranty. Once tests pass 100%, Customer assumes ownership of all parts and the 90-day form, fit and function warranty is set forward. Customer understands that Products are not held in stock by Honest Components and that Products might be obsolete, or difficult for Honest Components to obtain, and, as such, Honest Components is undertaking to specially procure such Products for Customer. Customer may not return Products to Honest Components without first obtaining, from Honest Components, a Return Material Authorization ("RMA") specifically authorizing the return of specified Products. Honest Components has the sole and unfettered discretion to determine whether to issue Customer an RMA as there may be unforeseen circumstances that may amend this decision. If any order does not fully pass independent testing, customer can choose to accept the parts, whereby doing so, the order is "non-cancelable and non-returnable", and warranty is voided. In the event Customer obtains an RMA from Honest Components, Customer must return Products described in the RMA to Honest Components or the designated destination determined by Honest Components in the original manufacturer's shipping cartons or equivalent. Customer must return Products described in the RMA to Honest Components or to the designated destination determined by Honest Components, freight prepaid, and in accordance with all instructions as specified in the

Honest Components RMA. Customer must pay all restocking charges to Honest Components without first having obtained, from Honest Components, an RMA. Honest Components, at its sole discretion, will either return all such Products to Customer freight collect, or will notify Customer that it is holding Products for Customer's account at Customer's expense. Under no circumstances will Honest Components be held liable for any restocking or reworking fees.

**5. LIMITATION OF LIABILITY.** Honest Components is not liable for, and customer is not entitled to, any indirect, special, or consequential damages, such as, by way of example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of business. customer's recovery from Honest Components for any direct damages will not exceed the price of the product at issue. customer will indemnify, defend and hold Honest Components harmless from any claims based on: (1) Honest Components' compliance with customer's designs, specifications, or instructions, (2) modification of any products by anyone other than by Honest Components or (3) use in combination with other products.

**6. FORCES BEYOND BY HONEST COMPONENTS 'S CONTROL.** Honest Components is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts of omissions of the Customer, man-made or natural disasters, acts of war, epidemic or medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).

**7. USE OF PRODUCTS.** Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at Customer's sole risk. Customer will indemnify, defend, and hold Honest Components and the Product manufacturer harmless from and against all liabilities and costs arising out of or in connection with such unauthorized use.

**8. EXPORT/IMPORT.** Certain Products sold by Honest Components and other related technology and documentation may be subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries. Customer will not directly or indirectly export or divert any Products and/or other related technology and/or documentation to any third party or country where such export or transmission is restricted or prohibited by law. Customer agrees Customer is responsible for complying with all applicable laws. Customer is likewise responsible for obtaining any

license to export, re-export, or import as may be required by law and for bearing any cost associated with obtaining same.

**9. PRODUCT INFORMATION.** Product information, including information related to Product specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by Honest Components from its suppliers or other sources. Such information is provided by Honest Components to Customer on an “AS IS” basis. Honest Components makes no representation as to the accuracy or completeness of the Product information and disclaims all representations and liabilities under any theory with respect to the Product information, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Honest Components strongly recommends Customer independently validate any Product Information before using or acting on such information. All Product information is subject to change without notice. Honest Components is not responsible for typographical or other errors or omissions in product information.

**10. GENERAL.** Honest Components and Customer expressly agree that this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without reference to the State of Florida’s conflict of laws principles. All procedural and substantive laws of the State of Florida shall govern the construction and interpretation of this Agreement. If Honest Components, or Customer, or both should desire to initiate any legal action or litigation relating in any way to this Agreement or its terms, Honest Components and Customer each fully consent to the jurisdiction and service of process of the State Courts of the State of Florida in Hillsborough County Florida for such purpose. Honest Components and Customer further agree that, in the event that either or both desire(s) to initiate any legal action or litigation relating in any way to this Agreement or its terms, such legal action or litigation will be commenced and maintained solely in the State Courts of the State of Florida in Hillsborough County Florida, and not in any other court, unless the State Courts of the State of Florida in Hillsborough County Florida determine that they lack jurisdiction over the parties or the dispute at issue. Honest Components and Customer each agree that they will not in any way object to the jurisdiction of the State Courts of the State of Florida in Hillsborough County Florida if any legal action or litigation is initiated by either or both in the State Courts of the State of Florida in Hillsborough County Florida. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

- A. Customer may not assign this Agreement without the prior written consent of Honest Components . Honest Components ., or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.

- B. This Agreement contains the entire agreement of the parties. This Agreement can only be modified or altered if done in writing and signed by authorized representatives of both Honest Components and Customer.
- C. Honest Components and Customer are each separate and independent entities and, as such, agree that this agreement does not in any way establish a joint venture or partnership between Honest Components and Customer.
- D. Statements or advice (technical or otherwise) if given without charge, are an accommodation to Customer and Honest Components has no responsibility or liability for the content or use of such statements or advice.
- E. Honest Components failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions of this Agreement.
- F. If it is determined that any of the terms or conditions in this Agreement are, for any reason, not legally enforceable, all the remaining terms or conditions in the Agreement will remain in full force and effect.
- G. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights, trademarks and/or user licenses.
- H. Customer and Honest Components will comply with applicable laws and regulations.