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## Master Terms and Conditions

### SECTION 1: MASTER TERMS AND CONDITIONS

1. **"MASTER AGREEMENT".** THESE TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES ("PRODUCTS") BY HUSKY INTERNATIONAL ELECTRONICS INC. AND ITS DIVISIONS AND SUBSIDIARIES ("SELLER") AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION FROM BUYER. THESE TERMS AND CONDITIONS MAY BE MODIFIED ONLY THROUGH A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF. ANY ATTEMPT BY BUYER TO MODIFY, ALTER, CIRCUMVENT, OR SUPERSEDE THE "TERMS AND CONDITIONS" SET FORTH HEREIN MAY BE DEEMED BY SELLER, AT ITS SOLE OPTION AND ELECTION, TO BE A FAILURE OF CONSIDERATION WHICH SHALL OPERATE TO DISCHARGE SELLER FROM ANY FURTHER CONTRACT OBLIGATIONS WITH RESPECT TO BUYER.

2. **ORDERS.** Orders shall be initiated by Buyer issuing a Purchase Order or otherwise placing an order by electronic means acceptable to Seller. Orders shall identify the Products, unit quantities, part numbers, descriptions, and requested delivery dates. All orders are subject to acceptance by Seller, and shall be subject to these Master Terms and Conditions. Orders for standard products shall not be canceled or rescheduled without Seller's consent, which consent may be withheld by seller in its sole discretion. Orders for special, custom, value-added, customer specific, and other non-standard products, including products to be assembled in kit form, work-in-process and products otherwise identified by Seller as "NCNR" or "Non-Cancelable and Non-Returnable" ("Special Products") shall be non-cancelable and non-returnable, and shall be subject to Seller's NCNR Product Agreement, which shall be executed by Buyer upon placing an order for Special Products. The terms of any NCNR Product Agreement between Seller and Buyer shall prevail and supersede over any conflicting terms set forth in this Master Agreement.

3. **PRICES.** Prices shall be as specified by Seller and shall be valid only for the period specified in Seller's quotation. If no period is specified, prices shall be valid for thirty (30) days from the date of Seller's quotation. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Seller's costs or other circumstances beyond Seller's reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and brokers' fees, consular fees, document fees and import duties. If Seller is forced to incur any of the foregoing expenses, then the same shall be paid by Buyer to Seller in addition to the quoted price of the Products before or upon delivery.

4. **DELIVERY AND TITLE.** All shipments by Seller are F.O.B. point of origin and all transportation charges shall be paid by Buyer in addition to the price of the Products. Subject to Seller's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer and accepted by Seller. Seller shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified in Buyer's Purchase Order shall not relieve Buyer from its obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

5. **ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer shall be deemed to accept the Products unless written Notice of Rejection based on a visual inspection is received by Seller within ten (10) days following the date of delivery of the Products. Buyer shall be deemed to accept the Products unless written Notice of Rejection based on functionality is received by Seller within thirty (30) days following the date of delivery of the Products. Buyer hereby expressly waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of Products will be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued or withheld by Seller in its sole discretion. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials, documentation, labeling, and accessories. Products authorized by Seller for return shall be returned freight prepaid as specified by Seller. If Buyer asserts that the Products are defective, a complete description of the nature of the alleged defect must be included with Buyer's Notice of Rejections. Products not eligible for return shall be returned to Buyer, freight collect.

6. **TEST REPORTS.** Seller does not blindly accept the findings of test reports (whether from a test house/facility, Buyer, or otherwise) and reserves the right to dispute and/or disagree with test reports. Buyer agrees to return ALL Products, including first article of inspection and all Product used for testing. If Buyer is unwilling or unable (for any reason) to return ALL

Products to Seller, Seller reserves the right to deny RMA, and Buyer waives the right to file any report or document with any persons, company, trade organization, or government entities.

7. **FORCE MAJEURE.** Seller shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

8. **SELLER'S LIMITED WARRANTY.** Seller warrants to Buyer that upon delivery to Buyer the Products purchased hereunder shall conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by Seller on such Products shall conform to applicable Buyer's specifications relating to such work. Seller makes no other warranty, express or implied, with respect to the Products. Seller shall transfer to Buyer whatever transferable warranties and indemnities Seller receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting infringement. THE FOREGOING SHALL BE THE FULL EXTENT OF SELLER'S WARRANTY AS TO THE PRODUCTS AND NO OTHER WARRANTIES APPLY. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING AS TO MERCHANTABILITY, SUITABILITY OF THE PRODUCTS TO ANY PARTICULAR PURPOSE, OR WITH RESPECT TO INFRINGEMENT OF THIRD-PARTY RIGHTS, OR WITH RESPECT TO LATENT DEFECTS. As to any Products which do not meet manufacturer's specifications and with respect to value-added work by Seller which does not meet applicable Buyer's specifications, Seller's liability is limited, at Seller's election, to (1) refund of Buyer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided, however, that a valid written Notice of Rejection must be provided to Seller as stipulated in paragraph 5 of these Master Terms and Conditions, and the Products themselves must be returned to Seller, along with acceptable evidence of purchase, within thirty (30) days from date of delivery, transportation charges prepaid.

9. **LIMITATION OF LIABILITIES. NOTWITHSTANDING ANYTHING WITHIN THESE MASTER TERMS AND CONDITIONS OR ANY OTHER INSTRUMENT EXCHANGED BY THE PARTIES, BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY OTHER REMEDIES PROVIDED HEREIN FAIL IN THEIR ESSENTIAL PURPOSE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTION, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.**

10. **NOT FOR USE IN MISSION-CRITICAL APPLICATIONS.** Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, national security or other applications in which the failure of such Product could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

11. **EXPORT CONTROL.** The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and any be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

12. **STATEMENTS AND ADVICE.** If statements or advice, technical or otherwise, are offered or given to Buyer, such statements or advice shall be deemed to be given as an accommodation to Buyer and without charge and Seller shall have no responsibility or liability for the content or use of such statements or advice.

13. **CHOICE OF LAW AND VENUE.** The Parties' entire relationship under this Master Terms and Conditions and all successive transactions shall be governed by and construed in accordance with the laws of the State of Colorado, excluding any law or principle which would apply the law of any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply. Buyer and Seller hereby irrevocably consent to exclusive jurisdiction and venue for any action, suit or proceeding related to or arising from this Agreement, or the performance or non-performance by the Parties under this Agreement or any transaction entered by the parties following execution of this Agreement, in the courts of the County of Larimer, State of Colorado, or in the Federal District Court for the District of Colorado.

14. **ATTORNEYS FEES.** If Seller engages legal counsel to enforce Seller's rights under this Master Terms and Conditions, Buyer shall pay Seller's reasonable attorneys fees and costs incurred by Seller in connection with such efforts, whether or not litigation is commenced.

15. **ENTIRE AGREEMENT.** This Master Agreement supersedes all prior oral and written exchanges, communications, offers, quotations, agreements and understandings between Buyer and Seller. The Master Terms and Conditions set forth herein shall apply to all sales and shipments by Seller to Buyer, and may not be modified, waived, or superseded except through a written agreement signed by Buyer and Seller which specifically references this Master Agreement and unambiguously evinces an intention by the Parties to modify or amend these specific terms.

16. **NON-WAIVER.** The waiver of any provision hereof or of any breach or default hereunder shall not be deemed continuing, nor shall it be construed as a waiver of any other provision hereof or breach or default hereunder, nor shall any course of dealing be construed to supersede or vary these Master Terms and Conditions. Seller's acceptance or shipment pursuant to a Purchase Order of Buyer containing conflicting terms shall be treated in accordance with paragraph 1 hereof.

17. **GENERAL.** Terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreement or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void. Notwithstanding the foregoing, Seller's obligations under these Master Terms and Conditions may be performed by divisions, subsidiaries or affiliates of Seller. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent only of such prohibition or unenforceability without invalidating such provision in any other jurisdiction and without invalidating any other portion of this Agreement.