



Terms and Conditions of Sale
March 2021

The following sets forth the terms and conditions of sale of products and services of Best Circuit Boards, Inc. d/b/a Lone Star Circuits and Lone Star Manufacturing & Machining as of the date set forth above. All terms and conditions are subject to change, subject to the provisions of paragraph 3 below relating to price.

1. QUOTATIONS AND PRICING

The prices stated in the price quotation attached to these terms and conditions of sale shall be firm for thirty (30) days from the date of the quotation.

2. ACCEPTANCE

No order for LSC/LSMM products or services shall be binding upon LSC/LSMM until accepted verbally or in writing by an authorized LSC/LSMM representative. Purchaser shall be deemed to have agreed to all terms and conditions contained in a quotation and acknowledgement or other writing provided by an authorized LSC/LSMM representative.

3. SHIPPING AND RISK OF LOSS

(a) Delivery

LSC/LSMM products on the shipping dock of the LSC/LSMM factory for loading by the Purchaser's designated carrier shall constitute delivery to the Purchaser and accordingly, all risk of loss or damage in-transit shall pass to Purchaser at that time. Purchaser is responsible for all transportation, delivery, customs and duties, and insurance costs incurred in connection with the delivery of the products to the designated site.

(b) Packaging

All LSC/LSMM products will be packaged and shipped in industry acceptable packaging. The Purchaser may at times request special packaging outside of the normal industry standards. If that is the case, LSC/LSMM will provide a quotation based upon the packaging specification

(c) Shipping Method

Purchaser shall supply preferred method, carrier and account number with the purchase order. In the event that Purchaser fails to supply LSC/LSMM with shipping instructions in a timely manner, LSC/LSMM shall have the right to arrange for shipment in any reasonable manner, which includes UPS, Fedex, DHL or other common carrier and such freight cost will be paid by purchaser.

(d) Shipping Cost

If the cost of shipment is prepaid by LSC/LSMM at Purchaser's request and such request is approved by LSC/LSMM, LSC/LSMM shall include such costs on the invoice for the products.

(e) Defect Claims

All claims for defects in delivery of products or services shall be deemed waived unless presented in writing with ten (10) days after delivery. Purchaser's receipt of products and/or services shall constitute a waiver of any claim for delay. Claims resulting from shipments using Purchaser's account number should be directed to the carrier. Claims resulting from prepaid and bill to LSC/LSMM shipments should be directed to LSC/LSMM. LSC/LSMM will communicate claim to the carrier, however, GIC is not liable for claims resulting from lost, delayed or damaged freight.

(f) Returns

No product shall be returned without authorization and shipping instructions from LSC/LSMM . All freight forwarding, transportation or any other shipping costs and custom clearance charges shall be paid by the Purchaser.

4. PAYMENT

All invoices to domestic customers shall be payable in full within thirty (30) days of the invoice, unless otherwise specified in the attached quotation. All payments not made when due shall be subject to a late charge of 1.5% per month of current balance, or the maximum allowed by law. Unless otherwise agreed by LSC/LSMM in writing, International payment terms are by Confirmed Irrevocable Letter of Credit, confirmed and payable through a bank approved by LSC/LSMM.

5. CANCELLATION

Purchaser shall advise LSC/LSMM of cancellation (whether wholly or in part) in writing. Upon receipt of Purchaser's written notification of cancellation, LSC/LSMM will arrange to stop all work on the products and/or services cancelled as promptly as reasonably possible.

Purchaser agrees to reimburse LSC/LSMM for the full cost of all labor, supplies and materials, engineering work, services, and all commitments made by LSC/LSMM with respect to the relevant products and services up to the time of LSC/LSMM's receipt of notice to cancel. Base cancellation charges will be determined by the order location of the following rates: Material ordered/Received 25%, Layer Fabrication 40%, Drill 65%, Outer Layer through Plate 75%, Soldermask to Rout 90%, Electrical Test 100%. Customer will be invoiced on original ship date and original PO# for all charges.

6. TAXES

Purchase orders must state the existence and amount of any tax, fee, or charge if LSC/LSMM must collect such tax, fee or charge from Purchaser and pay it to the authorities.

7. WARRANTY

LSC/LSMM warrants the product manufactured by it to be free from defects in material and workmanship for a period of one year. The warranty commences on the date of shipment, and includes labor and material.

LSC/LSMM reserves the right to reject RMAs for warranty based on LSC/LSMM's evaluation and sole determination.

LSC/LSMM's sole and exclusive obligation under these warranty provisions shall be to repair, or at its sole option, exchange defective products but only if: (i) Purchaser reports the defect to LSC/LSMM in writing and provides a description of the defective product and complete information about the manner of its discovery; (ii) LSC/LSMM has the opportunity to investigate the reported defect and determine that the defect arises from faulty material or workmanship; and (iii) upon request by LSC/LSMM Purchaser returns the affected product, part or component to a location designated by LSC/LSMM.

THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

In no event shall the liability of LSC/LSMM to the Purchaser arising under or in connection herewith exceed the original invoice amount of all products purchased pursuant to such invoice. LSC/LSMM shall not in any event have obligations or liabilities to the Purchaser or any other party for loss of profits, loss of use or incidental, special or consequential damages, whether based on contract, tort (including any negligence), strict liability, or any other theory or form of action, even if LSC/LSMM has been advised of the possibility thereof, arising out of or in connection with the manufacture, sale, delivery, use, repair or performance of the LSC/LSMM products or any failure or delay in connection with any of the foregoing or breach of any warranty set forth herein.

8. REMEDIES

In addition to LSC/LSMM remedies as stated elsewhere in these terms and conditions, and in addition to other available remedies, LSC/LSMM shall have the following remedies: in the event Purchaser fails to make any payment when due, LSC/LSMM shall be entitled to: (i) offset the overdue amount against any other funds of

Purchaser in LSC/LSMM custody; (ii) terminate LSC/LSMM obligations under these terms and conditions of sale and/or any outstanding purchase order, in which case Purchaser shall be liable for any amount payable to LSC/LSMM Pursuant to paragraph 2 above; (iii) delay manufacture or delivery of all or part of the products and/or delay performance of the related services sold to Purchaser under this or any other purchase order or sale agreement between Purchaser and LSC/LSMM and/or (iv) recover or require Purchaser to return forthwith, at Purchaser's expense (including proper insurance with respect thereto), all products and other materials which GIC provided to Purchaser and with respect to which Purchaser failed to make timely payment.

Without otherwise limiting LSC/LSMM's right to change the terms and conditions of sale as provided in paragraph 1 above, if LSC/LSMM at any time and in its sole discretion determines that Purchaser's financial condition or conduct jeopardizes LSC/LSMM right to payment, LSC/LSMM may require payment in advance of shipping all or part of the products or performing related services pursuant to these terms and conditions of sale. LSC/LSMM shall have the right to obtain an injunction against unauthorized copying or use of LSC/LSMM designated confidential information in violation of any confidentiality agreement. LSC/LSMM reserves the right to assign any overdue amounts to a third party collection agency. Purchaser will be responsible for all collection expenses.

9. LIMITATION OF LIABILITY

In addition to the limitations of LSC/LSMM's liability set forth in paragraph 7 above, the following limitations are also applicable:

In addition to any other limitations on LSC/LSMM liability under this Agreement, LSC/LSMM total liability to Purchaser for any and all causes of action, regardless of form, shall not exceed the aggregate purchase price of the products and services sold to Purchaser as stated in the price quotation herein attached and in other applicable conditions of sale signed by an authorized LSC/LSMM representative.

EXCEPT AS HEREIN PROVIDED LSC/LSMM SHALL NOT BE LIABLE TO PURCHASER OR ANYONE ELSE FOR ANY OTHER EXPENSE, INJURY, LOSS OR DAMAGE WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT OR PRODUCTION, LOSS OF INFORMATION OR INCREASED COST OF OPERATION OR DELAYS IN OPERATION arising in connection with the sale, repair, use of, or inability to use the products for any reason. The provisions of this section shall survive any termination of these terms and conditions of sale.

10. FORCE MAJEURE

LSC/LSMM shall not be held responsible or liable for any loss or damage resulting from a delay in the delivery of the products or any failure to perform its obligations to Purchaser if the causes of such delay or failure are attributable to Acts of God, governmental authority or Purchaser, or due to strikes, embargoes, supply shortages or other causes beyond the reasonable control of LSC/LSMM. In the event any delay occurs because of these causes, the date of delivery shall be extended by at least the period of time attributable to the delay.

11. INDEMNIFICATION

Purchaser shall defend, indemnify and hold LSC/LSMM harmless from any and all liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Purchaser's breach of these terms and conditions of sale. Purchaser shall also defend, indemnify, and hold LSC/LSMM harmless from liability in contract, tort or for copyright, trademark, patent or other intellectual property infringement for any products furnished and manufactured by LSC/LSMM in accordance with designs proposed by Purchaser.

12. EXPORTS

Equipment manufactured by LSC/LSMM may be subject to export control by the U.S. Department of Commerce and, possibly, may not be exported without application and issuance of appropriate licenses from the Department of Commerce. Purchaser is responsible for obtaining the appropriate export licenses when reselling any of LSC/LSMM's products or any equipment in which LSC/LSMM's product is incorporated, at any time, to a party other than that which was named in the original purchase order or contract of sale as the end user of the LSC/LSMM product or equipment.

13. MISCELLANEOUS

Assignment

These terms and conditions of sale shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the parties hereto. Purchaser shall not assign its duties and obligations hereunder without LSC/LSMM prior written consent.

Controlling Law

These terms and conditions of sale shall be governed by, construed under, and enforced in accordance with the laws of the State of Texas.

Waiver

No waiver by LSC/LSMM of any breach of the Terms and Conditions of sale hereof by Purchaser shall be effective unless made in writing. Failure of LSC/LSMM to object to provisions contained in any purchase order or other communication from Purchaser (including but not limited to penalty clauses) shall not be construed as acceptance of those provisions or as a waiver of these terms and conditions of sale.