

TERMS AND CONDITIONS OF THIS SALES TRANSACTION

1. BUYER'S TERMS AND CONDITIONS.

Onlinecomponents.com ("OC"), a division of Master International Corporation, desires to provide its Buyers with prompt and efficient service. However, to negotiate individually the terms and conditions of each contract would substantially impair OC's ability to provide such service. Accordingly, Products furnished by OC are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions of Buyer's order, any sale by OC to Buyer is expressly made conditional on Buyer's agreement to OC's Terms and Conditions. Any conflicting, additional or different statements or terms listed on the Buyer's purchase orders, invoices, confirmations or other Buyer generated documents, whether heretofore or hereafter submitted, are of no effect.

2. DELIVERY. Title to all Products shall pass to Buyer upon delivery to Buyer's carrier, or common carrier. OC shall not be liable for delays in delivery or for failure to perform due to any causes, including, without limitation, acts of God, acts or omissions of Buyer or civil or military authorities, fires, strikes, epidemics, quarantine restriction, flood, earthquakes, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of such delay without penalty to OC. OC shall be entitled to refuse or to delay shipments for failure by Buyer to pay promptly any payments due OC, whether on this or any other contract between OC and Buyer. OC shall have the right to deliver all Products covered hereby at one time or in portions.

3. ACCEPTANCE AND CANCELLATION OF ORDERS. All orders are subject to acceptance in writing by OC. Any written acknowledgement or receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by OC may be cancelled by Buyer only upon written agreement of OC. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which OC may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges shall include all expenses incurred and commitments made by OC, and shall be paid by Buyer to OC. Buyer requests to reschedule are subject to acceptance by OC in its sole discretion. Orders may not be cancelled or rescheduled after the order has been submitted by OC to the shipment carrier. OC reserves the right to allocate sales and limit quantities of selected products among its Buyers in its sole discretion. Product specifications and availability are subject to change without prior notice.

4. RETURNS. Buyers must notify OC in writing of any shortages, damage or defects within ten (10) days of the date delivered. Returns due solely to customer preference or error will normally be accepted only if received within thirty (30) days of the date delivered, and will be subject to a restocking fee at the discretion of OC (for orders shipped within the United States, typically 15% plus shipping costs. Orders shipped outside the United States or unusual restocking situations may vary).

Parts specified as Non-Cancellable/Non-Returnable (NCNR) at the time of quote or sale are not returnable, as those parts are purchased from a manufacturer specifically on Buyer's behalf and may not be returnable by OC to the manufacturer.

No return will be accepted without a Return Materials Authorization (RMA) number, which can be obtained by contacting Customer Service.

Return freight/shipping charges must be prepaid by the Buyer; OC will not accept COD shipments. If any Products are returned without preauthorization from OC or if delivery of any Product is refused, OC will immediately apply an appropriate restocking fee at our discretion, plus shipping costs. Products that were shipped as Non-Cancellable or Non-Returnable will be held awaiting Buyer's instructions for ten (10) days after which OC may deem the Products abandoned and dispose of them, without crediting Buyer's account.

Credit for returned items will be issued at the discretion of OC after inspection by OC's Receiving Department. Only Products originally shipped

from OC will be accepted as returns. All returned Products should be in the original packaging and in unused condition (unless they are defective). ESD or moisture sensitive Products should not be opened except under controlled conditions (unless they are defective). To facilitate inspection of shortages, damages or defects, OC may require additional information from the Buyer, such as descriptions, photos, or other information or cooperation. Factory defects may require additional time for inspection by the manufacturers, and some parts may need to be shipped directly to the manufacturer.

5. PRICES AND TAXES. Orders are billed at the prices in effect at the time of shipment. 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 broker's fees, bank fees, consular fees, and document fees. In the event OC receives notification from the manufacturer after an order has been accepted but prior to shipment that the price of the Product has increased, OC shall be entitled to increase the price of the Product commensurate with such increase, and the Buyer shall either accept such price increase or terminate the order.

6. TERMS OF PAYMENT. All payments must be made in the currency billed on the original invoice. Credit cards accepted include major credit cards, purchase cards, and major bank debit cards including MasterCard, VISA and American Express. Credit Card billing information must be verified on new customers prior to shipment of order. Payment is due at the time of the order, unless approved by OC. Payment via net thirty (30) days is available to select customers who have been approved in advance by OC. All unpaid invoices for credit customers shall bear interest at 15% per annum after thirty (30) days.

7. LIMITED WARRANTY AND REMEDIES. OC warrants that, at the time of delivery, the Products covered hereby are in accordance with their manufacturer's specifications, but makes no other warranty with respect to such Products. OC agrees, as OC shall elect, to credit the account of Buyer or replace without charge to Buyer all Products which at the time of delivery are not in such condition, but only if Buyer returns such Products within 30 days from the date of delivery, in original package and condition of delivery, without their numbers or any part thereof altered, defaced, or removed, to OC's plant of shipment, accompanied by a specification in writing of the defects involved. In no event shall OC's liability hereunder exceed the Buyer's purchase price. Buyer shall notify OC in each instance when Buyer intends to return Products which Buyer believes are not in accordance with OC's limited warranty and OC shall be entitled to examine such Products at Buyer's facilities prior to their return. Final inspections and conclusive determination whether Products are in accordance with OC's limited warranty shall be made at OC's facility, or may be based upon the manufacturer's actual test report. OC'S SOLE LIABILITY SHALL BE TO CREDIT THE ACCOUNT OF BUYER OR TO REPLACE PRODUCTS WHICH ARE NOT IN ACCORDANCE WITH OC'S LIMITED WARRANTY IN ACCORDANCE WITH THE TERMS HEREOF AND IN NO EVENT SHALL OC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE OF ANY KIND. THE FOREGOING REMEDY AS PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER.

EXCEPT AS STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE. OC SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO DELAY IN DELIVERIES, SERVICE, USE OF EQUIPMENT OR OTHER PERFORMANCE AS SPECIFIED IN THIS AGREEMENT.

8. PRODUCT SAFETY NOTICE AND RESTRICTIONS. Products are intended for commercial use only. OC does not determine the specifications or conduct any performance or safety testing of any Products that it sells. Specification sheets provided to Buyers are produced by the manufacturer or transcribed from information provided by the manufacturer.

OC is not a Qualified Manufacturers List (QML) supplier or a supplier of Qualified Product Listing (QPL) components. Buyer agrees that all purchases are for commercial or other applications that do not require QPL components. Any reference to military specifications on OC's website is for reference only and does not modify these terms and conditions. OC does not participate in any product safety engineering, product safety review or product safety testing. OC cannot provide any safety testing, safety evaluation or safety engineering services.

9. NO USE AS CRITICAL COMPONENTS. Products sold by OC are not designed, intended or authorized for use in life support, life sustaining, human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such Products could result in personal injury, loss of life or catastrophic property damage. This includes, but is not limited to, Class III medical devices as defined by the U.S. Food and Drug Administration (FDA) and Federal Aviation Administration (FAA) or other airworthiness applications. 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 OC 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 OC 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.**

10. INDEMNIFICATION. Buyer understands and agrees that it is personally responsible for its use or inability to use the Products or Buyer's reliance upon any information or recommendation provided by OC personnel. Buyer agrees to indemnify, defend and hold harmless OC and its business partners, employees and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of Buyer's use, misuse, or inability to use the Products or the OC website, Buyer's reliance upon any information or recommendation provided by OC personnel, or any violation by Buyer of this Agreement.

11. INFRINGEMENT DISCLAIMER. Notwithstanding section 2-312 of any applicable version of the Uniform Commercial Code or any other similar law, OC (i) expressly disclaims any and all warranties against third party claims for infringement or the like, and (ii) shall have no obligation of any kind to the Buyer for claims brought by third parties against the Buyer for infringement or the like arising out of or in any way related to Products purchased by the Buyer from OC.

12. EXPORT CONTROL. OC is committed to compliance with all U.S. Export Regulations and Laws. OC will not sell or ship to countries embargoed by the U.S. Treasury Office of Foreign Asset Control (OFAC). OC will not sell or ship to individuals or organizations identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons. OC will not sell or ship products prohibited under Export Administration Regulations to individuals or organizations identified by the U.S. Department of Commerce, Bureau of Industry and Security (BIS). OC will not seek export licenses pursuant to Export Administration Regulations. OC participates in BIS Export Enforcement and OFAC transaction reporting. Furthermore, OC prohibits the re-export, brokering or transshipment of its products to any individual, organization or country prohibited by the OFAC or BIS. 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 may 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. Buyer further 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. Any use made of OC classifications, whether it be ECCNs or any variation of Harmonized Tariff codes, is without recourse to OC and at the

user's risk. Export classifications are subject to change. If Buyer exports or re-exports, Buyer, as the exporter of record, is responsible for determining the correct classification of any item at the time of export. Any export classification by OC is for OC's internal use only and shall not be construed as a representation or warranty regarding the proper export classification not called upon to make licensing determinations.

13. TECHNICAL DATA. Buyer shall not use, duplicate or disclose any technical data delivered or disclosed by OC to Buyer for any purpose other than for installation, operation or maintenance of Products purchased by Buyer without OC's prior written consent. Further, to the extent OC offers technical assistance or suggests alternative parts based on technical information available to OC, OC DOES NOT GUARANTEE that this assistance is correct or that suggested part alternatives are based on the most recent data or that OC's interpretation and accuracy of the data is correct. Buyer is solely responsible for confirming the validity of the assistance and the specifications as well as determining the appropriateness and compatibility in selecting part(s) for their application.

14. DISPUTES. All disputes under, and with respect to any contract concerning the Products not otherwise resolved between OC and Buyer shall be resolved exclusively in a court of competent jurisdiction located in Phoenix, Arizona, and employing Arizona law, and in no other place; provided, however, that in OC's sole discretion such action may be heard in some other place designated by OC (if necessary to acquire jurisdiction over third persons), so that the dispute can be resolved in one action. Buyer agrees to appear in any matter connected with the Products furnished by OC. **NO ACTION MAY BE BROUGHT BY BUYER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.**

15. MARKETING. By submission of an order or any communication to OC by email, Buyer specifically authorizes OC to use the Buyer's email address for marketing and communication purposes of OC. Buyer may cancel the consent by a specific written notice of cancellation delivered to OC.

16. INTEGRATION AND ASSIGNMENT. These Terms and Conditions contain the entire and only agreement between the parties with respect to the Products, and any representation, promise or warranty not specifically incorporated herein in writing shall not be binding on either party. These Terms and Conditions may be modified only by a writing signed by OC.

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Date: 11/28/17