MICRO·COAX
AN AMPHENOL COMPANY

Terms of Purchase

1. Scope

The terms and conditions set forth herein together with those appearing on the face of this purchase order or on any exhibits attached hereto constitute the complete and exclusive agreement (hereafter "Order") between Amphenol Cable and Interconnect Technologies, Inc. ("Buyer") and the seller identified on the face of this Order ("Seller"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both oral and written, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms and conditions of the Order. The terms and conditions of the Order set forth herein prevail over any terms and conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. No modification of this Order shall be binding upon either party unless in writing and signed by an authorized representative of each party.

2. Acceptance

Seller's written acceptance or commencement of performance of this Order shall constitute acceptance. If Seller does not accept this Order in writing within ten days of Seller's receipt of this Order, this Order will be deemed accepted by Seller. Buyer may withdraw this Order any time before acceptance.

3. Prices

The price of the goods, materials or equipment ("Goods") or services ("Services") is the price stated in this Order. If no price is included in this Order, the price shall be the price set out in Seller's published price in force as of the date of this Order, unless otherwise agreed by the parties in writing. Unless otherwise specified in this Order, the price includes all packaging, transportation costs to the delivery location, insurance, customs, duties, fees and applicable taxes, including, but not limited to, all value-added taxes, sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer's prior written consent. Seller represents and warrants that the price for the Goods or Services is the lowest price charged by Seller to any of its customers for similar volumes of similar Goods or Services. If Seller charges any other customer a lower price, Seller must apply that price to all Goods or Services under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order.

4. Shipping and Delivery

Quantities shipped must equal the quantity ordered unless otherwise specified by Buyer. Each shipment of Goods by Seller to Buyer shall include a packing list which contains at least (i) the purchase order number, (ii) Buyer's unique part number, (iii) the quantity, and (iv) the date of shipment. Delivery shall be strictly in accordance with the delivery schedule set out or referred to in this Order, or in written changes thereto signed by Buyer. Buyer may refuse to accept or return at Seller's risk and expense, any Goods made in excess of Buyer's order or in advance of required delivery dates, or to defer payment on such deliveries until such dates. Seller shall notify

Buyer immediately of any actual or potential delays including labor disputes which are delaying or threaten to delay the timely performance of this Order. Delivery for this purpose shall mean date of receipt at Buyer's specified location.

5. Title and Risk of Loss

Unless otherwise specified on the face of this Order, shipping terms shall be DDP Buyer's specified location (Incoterms 2020). Title and risk of loss will pass to Buyer upon delivery of Goods to the Buyer's specified location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to Buyer's specified location.

6. Inspection

Buyer shall not be required to inspect or test articles covered by this Order. It shall be Seller's responsibility to ensure that such articles are in strict conformance with all requirements of the Order. Notwithstanding the above, all articles or work called for hereunder shall be subject to inspection and test by Buyer and by personnel designated by Buyer at all times and places including the period of manufacture and in any event, prior to acceptance. Unless otherwise specified herein, final inspection and acceptance shall be made after delivery to Buyer. If any inspection or test is made on the premises of Seller or Seller's subcontractor, Seller shall provide without additional charge, reasonable facilities and assistance for the safety and convenience of inspection personnel. Buyer shall have the right to reject articles found upon inspection not to conform to the requirements of this Order, and to require their correction or replacement at Buyer's option. Buyer's acceptance of any non-conforming article of work shall not constitute a waiver of any warranty, requirements for any additional articles or work required to be delivered hereunder. Seller shall provide and maintain an inspection system acceptable to Buyer, and shall maintain complete inspection and test records, which shall be made available to Buyer upon request. Should Buyer, Buyer's customer or regulatory authorities' inspections be required by this Order, notification of the required inspections shall be made as promptly as possible, but no less than 48 hours in advance. The inspections may occur at any of the facilities involved with the Order and will include all applicable records.

7. Invoices and Payment

Seller shall issue invoices only at time of shipment of Goods or completion of Services. Unless otherwise specified on the face of this Order, Buyer shall pay all properly invoiced amounts due to Seller NET sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of any invoice dispute, the parties shall attempt to resolve such dispute expeditiously. Seller shall continue performing its obligations under this Order notwithstanding any such dispute.

8. Set Off

Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller

9. Indemnification

Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors or assigns and their respective directors, officers and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder (collectively, "Losses") arising out of or occurring in connection with the Goods purchased of Services received from Seller or Seller's negligence, willful misconduct or breach of the terms and conditions in this Order. Seller's indemnity obligations to Indemnitees hereunder shall include all Losses arising out of or in connection with any claim that Buyer's use or possession of the Goods or receipt of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

10. Insurance

Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than $2,000,000 with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with thirty (30) days advance written notice in the event of a cancellation or material change in Seller's insurance policy. Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers, Buyer or Indemnitees.

11. Product Specifications/Changes by Buyer

No substitutes will be accepted without Buyer's specific written approval. For a reasonable time after delivery, Seller's Goods, and Services performed are subject to Buyer's inspection and approval. If specifications are not met ("Non-Conforming" or "NonConformance"): (a) material and/or equipment may be rejected and returned at Seller's expense, including transportation charges both ways, and/or (b) Buyer may require that the service be repeated pursuant to the stated specifications. Payment of invoice does not constitute Buyer's acceptance of Goods or Services covered by this Order and is without prejudice to any and all claims of Buyer against Seller. Seller shall make no changes to the specifications, manufacturing process, materials, sub-suppliers etc. without prior written approval of Buyer. Buyer may, at any time, in writing, make changes within the general scope of this Order. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be made in writing in the price or delivery schedule or both, and this Order shall be modified accordingly. Any claim by Seller for adjustment hereunder must be asserted within twenty (20) from Seller's receipt of the change notice. Nothing in this clause will excuse Seller from proceeding with this Order as changed or modified.

12. Warranties

Seller warrants to Buyer that all Goods and Services will conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer and will be merchantable, free from any

defects in workmanship, material and design, fit for their intended purpose, function and operate as intended, and will be free and clear of all liens, security interests or other encumbrances. No Goods or Services provided under this Order will infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods or Services by Buyer. These warranties are cumulative and in addition to any other warranty provided hereunder. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the warranties. If Buyer gives Seller notice of noncompliance, Seller shall, at its own expense, promptly replace or repair the defective or nonconforming Goods or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of defective or nonconforming Goods or Services to Seller and the delivery of repaired or replacement Goods or Services to Buyer.

13. Materials and Tools

Whenever Seller shall have in its possession property of Buyer, by virtue of this Order, Seller will be deemed an insurer thereof and shall be responsible for its safe return to Buyer and to ensure that no other party shall acquire a security interest in same.

14. Intellectual Property

Each party shall own their own background Intellectual IP. All drawings, specifications, data, memoranda, calculations, notes and other materials or copies thereof made available to Seller by Buyer shall remain the sole and exclusive property of Buyer and will be returned at the completion of this order or when requested by Buyer. Further, Buyer shall acquire sole and exclusive ownership of all equipment, materials, and documents generated as a result of this order and/or through the use of Buyer's information. Buyer shall acquire all rights and licenses to effectively use the Seller's Goods, obtain regulatory approval, support product in the field, or other reasonable derivative activity.

15. Subcontractors

If Seller uses subcontractors for any part of the manufacture of the Goods or performance of the Services Seller shall be responsible and liable for all acts or omissions of its subcontractors. Seller must obtain prior written authorization from Buyer to use subcontractors for any activity relating to the Goods or Services provided under this Order. The terms and conditions of this Order shall be applicable to all subcontractors and Seller is responsible for enforcement. Seller is responsible to flow down to its sub-suppliers all applicable Buyer requirements, including all applicable regulatory requirements.

16. Compliance With Federal, State, and Local Laws

Seller warrants that it has complied with and will comply with all applicable Federal, State and local laws and ordinances and lawful orders, rules and regulations thereunder, including, but not by way of limitation, all laws prohibiting engagement in corrupt practices, including the U.S. Foreign Corrupt Practices Act, all provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219), and lawful rules and regulations thereunder. Seller has, and shall maintain in effect, all licenses, permissions, authorizations, consent and permits needed to carry out its obligations under this Order. Without limiting the generality of this Section, Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et. Seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500- 598 and associated executive orders. Without limiting the foregoing, Seller shall not transfer export-controlled Goods, technical data, or technology, unless authorized in advance by an export license (such as a Technical Assistance Agreement). Seller shall not assign any foreign national employees to perform services without Buyer's express written consent and an understanding regarding access to systems and export control regulations.

17. Equal Opportunity

Seller agrees to comply with applicable State, Federal and local laws, and unless specifically exempt, to comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor, including the equal opportunity clause.

18. Packaging

Goods must be packed for shipment according to Buyer's instructions or, if none, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Goods shall be marked and labeled in compliance with all applicable laws, standards and regulations. No charge will be allowed for packing, boxing or crating, unless agreed upon in writing at time of purchase. Damage to any material not packed to ensure proper protection during shipment shall be charged to the Seller.

19. Confidentiality

All information obtained by Seller from Buyer which is identified as confidential or proprietary by Buyer or is acquired by Seller under circumstances reasonably considered to impose an obligation of confidentiality shall (i) be received in confidence and (ii) shall remain the property of Buyer, (iii) shall not be disclosed to a third party and (iv) shall be used by Seller only to the extent necessary for the performance of this Order. In the event Seller fails to observe the provisions of this section, in addition to all other rights and remedies Buyer may have, Buyer shall have the right to terminate this Order without any obligation by Buyer to accept deliveries after the date of termination or make further payments except for completed Goods delivered or Services performed prior to termination.

20. Assignment

Seller may not assign this Order or any rights under this Order without the prior written consent of Buyer. Any attempted assignment without Buyer's prior written approval shall be void.

21. Cancellation for Default

In addition to any remedies that may be provided under this Order, Buyer reserves the right to cancel all or any part of this Order without liability if Seller fails to perform or comply with the terms and conditions of this Order as specified herein or fails to make progress such as to endanger performance of the Order and does not correct such failures within ten (10) days after receipt of written notice from Buyer specifying such failure. Any failure by Buyer to exercise this cancellation option with respect to any installment shall not constitute a waiver with respect to subsequent installments. In the event of the insolvency of Seller, an assignment for the benefit of creditors, the filing of voluntary or involuntary petition in bankruptcy or appointment of a Receiver, or Trustee by or for Seller; Buyer shall have the right to cancel this order immediately without liability.

22. Cancellation for Convenience

Buyer may at any time (notwithstanding any other provision in this Order) cancel in whole or in part, the undelivered portion of the Goods or Services by written notice to Seller, who shall immediately upon receipt of such notice discontinue all work in respect to the cancelled portion of this Order except as may be necessary to preserve and protect the work and materials then in process. Seller shall use its best efforts to cancel and terminate all then existing orders placed by Seller which are chargeable to the cancelled portion of this Order. In the event of such termination and if Seller is not in default hereunder, Buyer shall pay Seller, in addition to the price for all conforming Goods or Services previously delivered to and accepted by Buyer in accordance with the terms and conditions of this Order and not previously paid for, all reasonable direct costs necessarily incurred by Seller in connection with the cancelled portion of this Order, which payments(s) shall be in full settlement of all claims by Seller arising out of such cancellation, provided that Seller delivers to Buyer all goods, services and raw materials paid for by Buyer.

23. Code of Business Conduct and Ethics

Buyer's parent company, Amphenol Corporation, has adopted a Code of Business Conduct and Ethics, which can be found at https://amphenol.com/docs/supplier-code-of-conduct-en (the "Code"). Seller shall comply with the Code. Any violation of the Code is grounds for termination of this Order by Buyer for default.

24. Conflict Minerals

Buyer is committed to sourcing minerals from conflict-affected and high-risk areas in accordance with Buyer's corporate policies, legal obligations and existing international standards, and Seller agrees to provide Buyer with supply chain data as and when Buyer reasonably requests to enable Buyer and its customers to fulfill their legal obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

25. Limitation of Buyer's Liability

BUYER'S ENTIRE LIABILITY TO SELLER OR ANY THIRD PARTY, IF ANY, FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING WITH RESPECT TO ANY STATUTORY CLAIM, IS LIMITED SOLELY TO THE PRICE STATED IN THIS ORDER, NOTWITHSTANDING THE FOREGOING LIMITATION, BUYER SHALL NOT BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS ORDER, OR OTHERWISE, WITH RESPECT TO THE SALE, PURCHASE, OR USE OF THE GOODS OR SERVICES, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY OR ANY STATUTORY CAUSE OF ACTION.

26. Access to Records

Buyer shall have access to and the right to examine any directly pertinent books, documents, papers and records of Seller related to this Order until the expiration of three (3) years after final payment under this Order. Seller agrees to keep and maintain such records for such period of time.

27. Waiver

The remedies herein reserved to Buyer shall be cumulative, and additional to pay other or further remedies provided in law or equity and a waiver by Buyer of a breach of any provision of this Order shall not constitute a waiver of any other breach, of such provision.

28. Governing Law

This Agreement, and all rights and obligations in connection herewith, shall be governed by and construed under the laws of the State of New York. The courts of the State of New York shall have full exclusive jurisdiction over Buyer, Seller, and all subject matter in connection with any controversy, claim, or award arising out of this order.

IF ANY PART OF THE TERMS AND CONDITIONS STATED HEREIN ARE HELD VOID OR UNENFORCEABLE, SUCH PART WILL BE TREATED AS SEVERABLE, LEAVING VALID THE REMAINDER OF THE TERMS AND CONDITIONS NOTWITHSTANDING THE PART OR PARTS FOUND VOID OR UNENFORCEABLE.