MICRO·COAX
AN AMPHENOL COMPANY

Terms of Sale

1. Scope

The terms and conditions of sale contained herein apply to all quotations made and contracts and purchase orders entered into by Amphenol CIT, Inc., hereinafter "Seller". Therefore, acceptance of the Buyer's order is made only on the express understanding that these terms and conditions shall govern, irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication, or acceptance and payment of products ordered hereunder or whether Buyer has its own boilerplate terms and conditions on its purchase order. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions contained herein. No change in terms and conditions of sale contained herein shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.

2. Terms of Payment

Unless otherwise expressly provided herein, payments are net thirty (30) days after date of Seller's invoice. Seller reserves the right at any time to suspend credit or to change credit terms provided herein, when in its sole opinion the financial condition of Buyer so warrants. In such case, in addition to any other remedies herein or by law, Buyer may be required to provide cash payment or satisfactory security before shipment, or the due date of payment by Buyer under any contract or purchase order with Seller may be accelerated by Seller. Failure to pay invoices at maturity date makes all subsequent invoices immediately due and payable, irrespective of terms, and Seller may terminate work and/or withhold all subsequent deliveries until the full account is settled. Interest will be charged on past due accounts at the rate of 1.5% per month. Buyer will also pay collection costs and reasonable attorney's fees should the account be placed for collection. Upon written notice to Buyer in each instance, Seller shall be entitled to an immediate adjustment to the unit price for a Product by the amount of the increase in any costs (including, but not limited to labor, raw materials or components cost) where any such increase results in an increase to the cost of the Product to Seller.

3. Title

Ex Works (EXW) Incoterms 2020 apply to International and Domestic sales. Title and risk of loss shall pass from Seller to Buyer when the products are available for collection by Buyer at Seller's dock. Buyer assumes all risk for loss or damage upon delivery by Seller of products to Seller's dock. Buyer shall be responsible for making claim against carriers for any loss, and for any damage, visible or concealed, to products while in transit. Any such loss or damage shall not relieve Buyer of any obligations hereunder.

4. Warranty

Seller undertakes that products sold hereunder to Buyer shall be free from defects in material and workmanship and shall conform to specifications. Anything herein to the contrary notwithstanding, products purchased or obtained by Seller from other manufacturers are warranted only to the extent of the original manufacturer's express warranty to Seller. The warranty period shall remain in force twelve (12) months from time of original delivery to Buyer. No other express warranty is given and no affirmation of the Seller by words or action shall constitute a warranty. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. EXCEPT FOR THE EXPRESS

WARRANTIES SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

The remedies of the Buyer and Seller provided in this agreement are the exclusive and sole remedies of the parties. Upon receipt of written authorization and definite shipping instructions from Seller as part of the returned materials authorization process, Buyer shall return all defective material, or material not conforming to specifications, to Seller, either after inspection by Seller at Buyer's premises, or at Seller's election, subject to inspection by Seller upon receipt of the returned materials received by shipment. Material can be returned only upon written authorization of Seller and must be returned within ten (10) days of receipt of such authorization including definite shipping instructions from Seller in same condition as when received by Buyer. Defective material or material not conforming to specifications so returned shall be replaced or repaired by Seller without any additional charge, or, in lieu of such replacement or repair, Seller may refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would normally apply from original destination on all defective material or material not meeting specifications. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Seller shall hold material that proves to be free from defect and to meet specifications for shipping instructions and Buyer shall furnish such instructions promptly upon request. Seller's liability shall be limited solely to the replacement or repair or to refunding the purchase price applicable to defective material or material not meeting specifications. Seller shall not be liable for any consequential damages or for loss, damages or expenses directly or indirectly arising from the use of the material including without limitation warehousing, labor, handling and service charges not expressly authorized by Seller.

Products sold by Seller shall not be considered defective or non-conforming to the Buyer's order if they (a) satisfactorily fulfill the performance requirements that were (i) provided by the Buyer to Seller or (ii) as published in the Seller's product specification literature, or (b) in accordance with any written or verbal agreement between the Buyer and Seller, or (c) are in accordance with samples approved by the Buyer. Seller will not be liable for, or provide any warranty related to : a) Buyer's (or Buyer's customer's) misuse negligence, neglect, vandalism, or other accident involving the product (accidents may include, but are not limited to collisions with other objects or equipment, bird strikes, lightning, or other acts of God), (b) improper installation, storage, or maintenance (i.e. failure to maintain the product in accordance with Seller's written instructions), (c) repairs performed by Buyer or a third party at Buyer's request, (d) defects as a result of materials provided by Buyer, or (e) defects as a result of design specified by Buyer (collectively, "warranty exclusions"). Also, disassembly of any Seller product by anyone other than an authorized representative of Seller voids this warranty in its entirety. Seller will adhere to the compliance requirements of Seller's corresponding Quality Management System where Product is manufactured, except to the extent customer requirements have been specifically stated and agreed upon by both parties in an express writing designed for this purpose.

SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY SELLER FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED.

5. Shipment Schedule

This schedule reflects the Seller's best estimates, in accordance with Buyer's desires, and every effort will be made to meet the schedule barring delays which Seller could not reasonably foresee at the time of establishment of the schedule. Seller assumes no liability, consequential or otherwise, resulting from failure to meet the schedule.

6. Tolerance

For Bulk Cable Sales, Seller reserves the right to consider the total order and each delivery hereunder complete subject to a tolerance of minus 10% of the quantity ordered, unless otherwise agreed in writing. Goods received in excess of quantity ordered may only be returned if the amount returned exceeds 110% of the quantity ordered. In the event that the amount received falls within plus or minus 10% tolerance, the Buyer shall pay for the amount actually delivered. For Contact Sales, delivery of two percent (2%) more or less than the quantity ordered shall constitute fulfillment of the order.

7. Modifications

Except to the extent strictly controlled by Buyer's specification, Seller reserves the right to modify product specifications of products ordered by Buyer herein providing that the modification will not materially affect form, fit, or function.

8. Tooling

Unless otherwise expressly provided, Seller shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures, tools, and test equipment made for or obtained for the performance of this order.

9. Patents & Trademarks

The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions. Seller shall not be liable for any infringement of any patent where infringement arises solely from use of the product with other devices or elements.

10. Limited Rights

Buyer, under this contract, does not acquire any rights to any of the following which may be delivered under this contract: Technical Data, Detailed Design Data, or Detailed Manufacturing or Process Data Items, including proprietary and/or patented technology or devices. Buyer shall not analyze, evaluate, or reverse engineer to determine composition, formulation, or method of manufacture of any devices or hardware delivered under this contract, or authorize others to do so.

11. Taxes

Unless expressly stated otherwise on a valid quote, prices quoted are exclusive of taxes, duties, tariffs, or license fees that are or may become applicable to Products, components or raw materials until the date of delivery. Unless expressly stated otherwise on the Seller's order confirmation, all tariffs, taxes, duties or surcharges enacted to products or raw materials prior to the delivery date shall be paid by

Buyer. Seller does not report, pay, or collect any use tax, sales tax, or similar tax which may be imposed upon the Buyer under the laws of the state to which shipment is to be made. Buyer shall report any use taxes or similar taxes which may be imposed upon Buyer and shall hold the Seller harmless therefrom.

12. Termination, Cancellation, Reduction, Rescheduling, Modifications

No order accepted by Seller may be terminated, canceled, reduced, re-scheduled, or otherwise modified by the Buyer except by mutual agreement of the Buyer and Seller.

13. Non-Returnable, Non-Cancelable Material

In any event, Buyer will assume full financial liability for all finished goods, work in process (WIP), engineering labor, and materials purchased by Seller to comply with Buyer's purchase order which Seller's supplier identifies as non-returnable or non-cancelable. In the event of termination of Buyer's purchase order to Seller, Seller will make its commercially reasonable efforts to return such material in order to minimize Buyer's financial liability. Seller's efforts are considered completed after a period of thirty (30) calendar days from date of cancellation. Buyer will provide payment to Seller for non-returnable, non-cancelable material within sixty (60) days of cancellation of Buyer's purchase order or portion thereof.

14. Government Contracts

If the goods to be furnished under this contract are to be used in performance of a United States government contract or subcontract, Buyer shall place the government contract number on Buyer's purchase order, and Buyer shall provide to Seller the clauses of the applicable government procurement regulation(s) which are mandatorily required by federal statute to be included in government subcontracts shall be incorporated herein by reference. Buyer agrees to provide progress payments to the maximum extent permissible under the prime contract.

15. Export License or Other Trade Compliance Regulation

If applicable, foreign sales of products offered hereunder may require a validated export license from either the United States Department of State or the United States Department of Commerce. Order acceptance and delivery is contingent upon receipt of this validated license and may be delayed for any extra time required to obtain a license. Buyer agrees to assist Seller in obtaining said license by providing, in writing, complete end-use information. Agreements to sell products or goods which may be subject to other trade regulations shall be contingent upon Seller's ability, or Buyer's ability, as relevant regulations may apply, to comply with such other trade regulations necessary to complete the delivery. If needed, Buyer shall either comply with such trade regulations or, if it is Seller's responsibility to comply with such trade regulations, Buyer shall participate with Seller in a collaborative and commercially reasonable manner to assist Seller in achieving relevant or necessary approvals, as needed. Diversion contrary to any trade regulation is strictly prohibited.

16. Applicable Law; Jurisdiction and Venue

All contracts shall be governed and construed under the laws of the State of New York without regard to its conflict of laws principles. Any legal suit, action or proceeding arising out of or relating to a contract may be instituted in the United States District Court in the Southern District of New York or the courts of the State of New York located in New York County, and the parties irrevocably submit and consent to

the non-exclusive jurisdiction of such courts in any such suit, action or proceeding and waive any right they may have to seek any change of jurisdiction or venue.

17. Force Majeure

Seller shall not be liable to the Buyer for any failure or delay in performance if the failure or delay is caused by an event or occurrence that is beyond the Seller's reasonable control (a "Force Majeure Event").

A Force Majeure Event includes, without limitation, emergency circumstances arising during the period when these terms are in effect and which Seller cannot reasonably counteract and which it could not have reasonably foreseen (including but not limited to flood, earthquakes, volcanic eruptions and other acts of god, wars, military actions, blockades, prohibited import or export in accordance with applicable export control laws and regulations, pandemics, epidemics, and statutory amendments). Fires and strikes shall be regarded as a Force Majeure Event if they do not result from a fault-based or negligent act or omission of Seller and/or persons controlled by it (employees, contractors, advisers, etc.).

18. Intellectual Property

The following terms apply to all quotations made and sales offered by Seller where such quotation or offer of sale includes the delivery or creation, at Buyer's request, of intellectual property, services, or acquisition of approvals from governmental airworthiness authorities.

a) LIMITED RIGHTS: Buyer, under the terms herein, and unless otherwise specifically stated in the Seller's quotation or offer of sale, acquires a right to use Seller's intellectual property created specifically for the Buyer under the established scope of the Seller's quotation or offer of sale, to the extent required to effectively use or sell the Seller's product, obtain regulatory approval, support product in the field, or other reasonable derivative activity, which shall in no event be deemed to include manufacture. Seller retains all rights to the intellectual property for purposes of copyright, patent, product production, and development of derivative works.

b) SELLER BACKGROUND INTELLECTUAL PROPERTY: Buyer, under the terms herein, and unless otherwise specifically stated in the Seller's quotation or offer of sale, acquires a right to use background intellectual property which the Seller has utilized to fulfill the scope of the Seller's quotation or offer of sale, to the extent required to effectively use or sell the Seller's product, obtain regulatory approval, support Seller's product in the field, or other reasonable derivative activity which shall in no event be deemed to include manufacture. Seller retains all rights to the intellectual property for purposes of copyright, patent, product production, and development of derivative works. Delivery of any background intellectual property to the Buyer shall be limited to required background intellectual property. "Required" shall be understood to mean such intellectual property as is so essential as to render the Seller's product unusable without access to the required background intellectual property. The Seller retains all rights with respect to determination of what background intellectual property is required to effectively use the Seller's product or service.

c) BUYER BACKGROUND INTELLECTUAL PROPERTY: Buyer, under the terms herein, agrees to grant the Seller a perpetual, non-exclusive, worldwide, royalty-free license to use Buyer's intellectual property which Buyer may communicate to Seller, and that is incorporated into products, for the purpose of fulfilling the Seller's obligations under the Seller's quotation or offer of sale. The Buyer further indemnifies the Seller from all potential infringement if such Buyer furnished intellectual property is provided to the Seller without appropriate rights to use or license.

d) MAINTENANCE OF INTELLECTUAL PROPERTY: Unless otherwise agreed in writing between the Buyer and the Seller, and signed by authorized representatives of both parties, all intellectual property developed by the Seller, and published on the Seller's letterhead, shall be stored and maintained at the Seller's facilities and version-controlled, if required, using the Seller's processes and standards. Seller grants no transfer of control to Buyer unless specifically stated in the Seller's quotation or offer of sale.

19. Miscellaneous

The relationship between the parties is that of independent contractors. Nothing contained in any quotation, contract or purchase order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Any quotation contract or purchase order is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms of sale.

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 AND THE VOID OR UNENFOCEABLE PROVISION SHALL BE REPLACED WITH ONE MOST CLOSELY RESEMBLING THE ORIGINALLY INTENDED MEANING.