

SAMTEC, INC.
TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (the "Terms") are by and between **SAMTEC, INC.**, on behalf of itself and its subsidiaries and affiliates (collectively, "Samtec") and each party or parties providing Product or Services to Samtec pursuant to any Supplemental Document (individually, a "Supplier").

1. Recitals.

- 1.1.** Samtec is in the business of manufacturing a broad line of electronic interconnects.
- 1.2.** Samtec desires to engage Supplier to provide Samtec certain product as identified on the applicable purchase order (the "Product") and to perform such services necessary and related to the supply of the Product (the "Services").
- 1.3.** Supplier desires to supply such Product and Services to Samtec.
- 1.4.** Any reference to Product in these Terms and Supplemental Documents shall include Services.

2. General.

- 2.1. *Applicability.*** These Terms encompass a continuing and ongoing purchasing relationship between Samtec and Supplier. The entire supply relationship between Samtec and Supplier, including all Supplemental Documents issued by Samtec, are exclusively governed by these Terms. Any additional terms or different terms, whether contained in Supplier's forms or otherwise presented by Supplier at any time, are hereby rejected, unless in writing and signed by Samtec. In the event that Samtec has already received an offer from Supplier, Samtec hereby rejects Supplier's offer and makes a counteroffer in the form of these Terms, which Supplier shall be deemed to assent upon Supplier's performance pursuant to the Supplemental Documents issued.
- 2.2. *Acceptance.*** The parties do not intend for these Terms to be signed, but instead intend for these Terms to be accepted by the performance of Supplier for Samtec. Supplier's commencement of work on Product shall constitute Supplier's acceptance of these Terms. Written or electronic acknowledgment including submission of a conforming invoice, a shipping notification or any other documentation will constitute an independent written acknowledgement of the agreement between the parties.
- 2.3. *Supplemental Documents.*** The parties intend to and will use additional documents to supplement these Terms and further define the purchasing relationship, including without limitation, quotations, purchase agreements, purchase orders, invoices, confirmations, manuals and drawings ("Supplemental Documents"). Supplemental Documents will be both in written and electronic forms and provided to Supplier independently of these Terms. Supplemental Documents, which will be exchanged and updated from time to time, are not independent contractual agreements between Supplier and Samtec, but constitute additional terms and provisions of these Terms. All Supplemental Documents shall be such documents as designated by Samtec from time to time. All Supplemental Documents are incorporated by reference in these Terms, notwithstanding the fact that Supplemental Documents may not be physically attached to these Terms.
- 2.4. *Samtec Requirements.*** Supplier will comply with all manufacturing, design and quality specifications and requirements of Samtec (collectively, the "Samtec Requirements").

3. Access.

3.1. Access to Supplier's Premises. Samtec and its authorized representatives shall have the right from time to time, upon reasonable, advance notice to Supplier from Samtec, to access Supplier's premises during normal business hours and on a minimum business interference basis to verify, validate and monitor Supplier's performance or ability to perform under these Terms. Supplier shall have the right to limit or restrict Samtec's access to the extent necessary to protect confidential information of or relating to Supplier's other customers. In the event that Supplier limits or restricts Samtec's access, Supplier shall work with Samtec to identify a third party that will have access to Supplier's premises to verify, validate and monitor Supplier as provided herein.

3.2. Access to Supplier's Financial Information. Samtec shall have the right from time to time and on reasonable, advance notice to obtain from Supplier mutually agreeable information which provides reasonable assurance to Samtec of Supplier's financial and business stability to perform under these Terms. Any Financial Information provided to Samtec shall be protected as Confidential Information under these Terms. Nothing herein shall require Supplier to disclose any Supplier Financial Information that violates any legal requirements on appropriate disclosure.

4. Price; Payment Terms.

4.1. Price. The price to be paid for Product and Services (the "Price") shall be as set forth in the Supplemental Document that expressly relates to or identifies such Product or Services. No modification to the Price is effective without the prior written consent of both parties. The Price is effective as of the date on the Supplemental Document.

4.2. Invoices. Supplier shall issue an invoice to Samtec, in accordance with Samtec's requirements, on or any time after the completion of delivery or performance of the Services, as the case may be. Samtec shall pay all properly invoiced amounts due to Supplier within 30 days of Samtec's receipt of such invoice, except for any amounts disputed by Samtec in good faith. In the event of an invoice dispute, Samtec will deliver a written statement to Supplier listing all disputed items and a reasonably detailed description of each. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the applicable Supplemental Documents notwithstanding any such dispute.

4.3. Applicable Currency. All payments due Supplier will be paid in United States Dollars or such other currency as determined by Samtec and evidenced by the Supplemental Document.

5. Manufacture and Sale of Product.

5.1. Generally. Quantities and descriptions of Product shall be as designated in one or more Supplemental Documents that expressly identify the Product to be purchased by Samtec.

5.2. Forecasts. Samtec reserves the right to generate Supplemental Documents which project target quantities; provided, however, such Supplemental Documents are not intended to be nor shall they be deemed a firm commitment or guarantee that a certain quantity of Product will be purchased by Samtec, rather they will be effective only as forecasts and will be superseded in their entirety by the issuance of updated Supplemental Documents.

5.3. No Requirements/Output Contract. Samtec may buy Product from other sources or reduce quantities acquired from Supplier irrespective of the course of dealing between the parties. These Terms shall not constitute a requirements or output contract unless specifically designated as such in a Supplemental Document signed by both parties.

5.4. Processing and Packing Requirements. Supplier will process and pack the Products in accordance with the requirements established by Samtec and communicated to Supplier in a Supplemental Document.

5.5. Unique Samtec Product. Supplier is prohibited from manufacturing or selling any Product that is unique to Samtec, meaning that the Product is based solely on Samtec's Requirements, ("Unique Samtec Product") for or to any third party at any time. For purposes of this *section*, the term Unique Samtec Product shall not include (i) Product that Samtec and Supplier have mutually agreed in writing to be standard stock of Supplier, (ii) Product which is commercially recognized as standard stock or has been established as a course of dealing to be standard stock or (iii) any other Product which Samtec has consented to in writing, at the written request of Supplier, as eligible for resale to third parties.

6. Delivery.

6.1. General Delivery Terms. Delivery terms and schedules will be as designated in the Supplemental Document that expressly relates to or identifies the Product to be purchased by Samtec. Samtec may change delivery terms and delivery schedules, or direct temporary suspension of scheduled deliveries (a "Delivery Change"). Supplier agrees to honor all instructions from Samtec concerning a Delivery Change. Samtec shall reimburse Supplier for reasonable costs incurred as a result of any Delivery Change. Delivery Changes shall not entitle Supplier to a modification of the Price for the Product affected by such change.

6.2. Time is of the Essence. Time is of the essence in making all deliveries of Product to Samtec. If the acts or omissions of Supplier result or are likely to result in a failure by Supplier to meet the delivery requirements of Samtec, Supplier shall select a premium freight option and ship the Product at issue to Samtec as quickly as is possible, all at Supplier's expense.

6.3. Overshipments; Undershipments. Samtec will have no obligation to purchase Product delivered to Samtec that exceed the quantities specified in the applicable Supplemental Documents. If Samtec elects to keep any excess Product, the quantities of Product under the applicable Supplemental Documents will be increased by the same amount of Product as the quantity of overshipments. Samtec may reject any excess Product and such rejected Product shall be returned to Supplier at Supplier's risk and expense. In case of under shipments of Product, Supplier shall, at Samtec's request, immediately and at its cost, ship to Samtec the additional Product needed to complete Samtec's Requirements. Alternatively, Samtec may elect to have the quantity of Product under the applicable Supplemental Documents reduced by the same amount of Product as the quantity of any undershipments.

6.4. Emergency Shipments. Samtec may, from time to time, require emergency shipments of Product for production or service requirements. Supplier will use its best efforts to deliver such Product within the time frame required. If Samtec requires Supplier to make such emergency shipments, Samtec shall reimburse Supplier for reasonable costs incurred as a result of emergency shipments, which costs shall be detailed in a separate Supplemental Document.

7. Inspection and Rejection of Nonconforming Product. All Products will be received subject to Samtec's acceptance or rejection. Samtec has the right to inspect the Product on or within a reasonable time after the date of delivery. Payment by Samtec for Product shall not constitute its acceptance thereof, nor shall such payment relieve Supplier's responsibility for any nonconforming product. Samtec may, at its option, inspect all or a sample of the Product, and reject all or any portion of the Product if it determines the Product is nonconforming or defective. If Samtec rejects any portion of the Product, Samtec has the right, effective upon written notice to Supplier, to: (a) rescind the applicable Supplemental Document in its entirety; (b) accept the Product at a reasonably reduced price; or (c) reject the Product and require replacement of the rejected Product. If Samtec requires replacement of the Product, Supplier shall, at its expense, promptly replace the

nonconforming product and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Product. If Supplier fails to timely deliver replacement Product, Samtec may replace them with goods from a third party and charge Supplier the cost thereof and terminate the applicable Supplemental Document for cause. In addition, upon Samtec's request, Samtec and Supplier shall negotiate in good faith to reasonably allocate the costs incurred as a result of the nonconforming products, including, but not limited to, the reasonable value of excess man hours and additional parts damaged or lost as a result of the nonconforming products. Any inspection or other action by Samtec under this section shall not reduce or otherwise affect Supplier's obligations under these Terms. Samtec shall have the right to conduct further inspections after Supplier has carried out its remedial actions hereunder.

8. Services.

- 8.1.** Supplier shall provide the Services in a timely and competent manner consistent with professional standards generally required and in compliance with all Samtec Requirements.
- 8.2.** The Services shall be completed pursuant to the schedule provided by Samtec.
- 8.3.** Supplier shall meet with Samtec as requested by Samtec to discuss the progress and status of the Services.
- 8.4.** For Services provided on Samtec's physical premises by Supplier, the Supplier and its employees, representative, and/or agents shall comply with Samtec's On Premises Duties & Responsibilities of Supplier & Service Contractors found at https://samtec.sharepoint.com/:w:/s/nonbom/EVOYaCmv4aVEjdtjIV5sl_AB9OLq0CcVTsAcovy3Ssi-Bg?e=NaJAIY to ensure safety and adherence to applicable laws and regulations.

9. Delay.

- 9.1. *Notification of Delay; Alternative Supply.*** If at any time Supplier has reason to believe that the any Product or Services will not be made in conformity with applicable delivery schedules or deadlines, Supplier shall immediately notify Samtec and identify the cause of the anticipated delay. In the event of any delay, Samtec shall have the right to acquire substitute or replacement Product or Services from an alternate source and modify the Supplemental Documents accordingly.
- 9.2. *Force Majeure.*** Neither party shall be liable to the other for any delay or failure in performing its obligations under the applicable Supplemental Documents to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"); provided that written notice of such delay (including the anticipated duration thereof) is given to the other party within ten days of the occurrence of such event. Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, terrorism, invasion, hostilities, and riots. Supplier's economic hardship or changes in market conditions are not considered a Force Majeure Event. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Supplemental Documents. During the period of such delay or failure to perform by Supplier, the provisions of Section 9.1 shall apply.

10. Tooling. This section shall apply to any Product that constitutes Samtec Tooling. To the extent any conflict arises between this section and any other section of these Terms, for Samtec Tooling, this Section 10 shall control. This Section 10 shall have no application to any other Product other than Samtec Tooling. For all other purposes, the term Product shall include Samtec Tooling.

10.1. Definition. "Samtec Tooling" shall mean, collectively, such production-based tooling, jigs, dies, gauges,

fixtures, models, molds and/or patterns as are required for production of the Product, identified on a Samtec Tooling Purchase Order and purchased by Samtec.

- 10.2. *Samtec Tooling Purchase Order.*** “Samtec Tooling Purchase Order” shall mean the Supplemental Documents designated by Samtec which collectively identify the Samtec Tooling to be manufactured by Supplier (or on its behalf) and purchased by Samtec. Until such time as Supplier receives the Samtec Tooling Purchase Order, Supplier has no authority to commence cutting or other work on the Samtec Tooling. Once Supplier receives the Samtec Tooling Purchase Order, Supplier’s commencement of work on the Samtec Tooling shall constitute acceptance of the applicable Supplemental Documents for such Samtec Tooling (and as applicable, these Terms).
- 10.3. *Property.*** All Samtec Tooling is solely and exclusively the property of Samtec and when in the possession of Supplier, any toolmaker, or any other party involved in the operation of the Samtec Tooling or in the possession of any other third party shall be deemed a bailment (collectively, other than Supplier, a “Tooling Third Party”). Supplier shall prominently mark and identify the Samtec Tooling as property of Samtec by utilizing asset tags or other identifying materials provided to it by Samtec. With the prior written permission of Samtec, Supplier may maintain Samtec Tooling on the premises of a Tooling Third Party, solely as a bailment and otherwise on terms established by Samtec in applicable Supplemental Documents. Samtec Tooling shall not be commingled with other property of Supplier (or any Tooling Third Party) and will be insured by Supplier, at its expense, against loss or damage. Supplier, at its expense, shall maintain the Samtec Tooling in good condition, including wear and tear, and immediately replace any items associated with the Samtec Tooling, which are lost, destroyed or worn out.
- 10.4. *Drawings.*** Supplier shall provide Samtec copies of all drawings for the Samtec Tooling.
- 10.5. *Sale of Samtec Tooling.*** Supplier is expressly prohibited from selling any Samtec Tooling to a Tooling Third Party or any other third party at any time.
- 10.6. *Supplier Owned Samtec Production Tooling.*** In the event Samtec or Supplier deems it to be advisable or necessary, tooling may be purchased and owned by Supplier, solely for the production of Product for Samtec (“Supplier Owned Samtec Production Tooling”). The Supplier Owned Samtec Production Tooling shall be the property of Supplier. Supplier grants Samtec an exclusive option to acquire Supplier Owned Samtec Production Tooling at a cost equal to the value of the applicable Supplier Owned Samtec Production Tooling less any amounts previously paid by Samtec to Supplier.
- 10.7. *Price and Payment.*** The price and payment terms for Samtec Tooling will be as set forth in a Supplemental Document.
- 10.8. *Encumbrances.*** Supplier shall not pledge or encumber its interest in any accounts receivable related to or arising from any Samtec Tooling without Samtec’s prior written consent. In the event of such consent, any secured party’s rights in and to such interest shall always be subject and inferior to Samtec’s rights including, but not limited to, Samtec’s right to cancel any Samtec Tooling Purchase Order, other Supplemental Document and/or the right of Samtec to set-off amounts owed with respect to any Samtec Tooling against claims of Samtec against Supplier.
- 10.9. *Disposal of Samtec Tooling.*** Supplier shall not dispose of any Samtec Tooling except in strict conformity with Samtec’s policies and procedures.
- 10.10. *Use; Removal of Samtec Tooling.*** All Samtec Tooling is to be used exclusively for Samtec’s benefit. Samtec may remove Samtec Tooling from Supplier’s premises at any time in the event of a breach by Supplier or cancellation, expiration, or termination of these Terms or any applicable Supplemental Documents. Supplier shall not remove Samtec Tooling from its premises without Samtec’s prior written consent.

11. Property of the Parties.

- 11.1. *Supplier Property.*** Supplier shall at its expense furnish, maintain, keep in good condition and replace when necessary or prudent, all machinery, equipment, jigs, fixtures, test gauges, molds, patterns, transportation equipment and other items (for any party "Property" and for Supplier "Supplier Property") necessary for the production of Product in conformity with the Samtec Requirements. The cost of changes to Supplier's Property required from time to time by Samtec, whether for Required Changes or otherwise, shall be paid by Supplier.
- 11.2. *Samtec Property.*** All Samtec Tooling and other Property of Samtec ("Samtec Property") furnished to Supplier shall remain the property of Samtec and, as applicable, be deemed a bailment. Supplier shall bear the risk of loss for any damage to Samtec Property in its possession. At Supplier's expense, Samtec Property shall be marked by Supplier as "Property of Samtec." Samtec Property shall not, without the prior written approval of Samtec, be (i) used by Supplier for any purpose other than the performance of these Terms or (ii) removed from Supplier's premises.

12. Changes.

- 12.1. *Required Changes.*** Samtec reserves the right to direct engineering, design or other changes (collectively "Required Changes"). Required Changes may extend to drawings and specifications for Product supplied or Services performed by Supplier, and may additionally extend to the scope of work covered by the applicable Supplemental Documents including inspection, testing, quality control, and other matters related to the production of the Product or performance of the Services. Required Changes will be set forth in a Supplemental Document.
- 12.2. *Adjustments for Required Changes.*** Samtec and Supplier will negotiate in good faith a reasonable allocation of costs related to the Required Changes. Any price or other adjustment shall be evidenced by a new or revised Supplemental Document.
- 12.3. *Changes by Supplier.*** In the event Supplier plans to make any changes, such changes must be agreed to in writing by Samtec prior to such change being made. In the event that Supplier plans to cease manufacturing of the Product, Supplier shall give Samtec no less than 180 days' notice prior to ceasing such production. In such event, the parties shall agree on an all time buy, at commercially reasonable prices, or re-qualification process. Supplier shall work with Samtec during such transition period to ensure continued supply.

13. *Compliance with Applicable Laws.* Supplier is in compliance with and shall comply with (and all Product and Services shall comply with) all applicable laws, regulations, and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Supplemental Documents. To the extent applicable, Supplier shall comply with all export and import laws of all countries involved in the sale of Product or performance of Services under the Supplemental Documents. Supplier assumes all responsibility for shipments of Product requiring any government import clearance.

14. Material Safety Data Sheets and Environmental Reports.

- 14.1. *Material Safety Data Sheets; Environmental Reports.*** Prior to the shipment of any Product, Supplier will provide Samtec with (i) Material Safety Data Sheets ("MSDS") that are related, directly or indirectly, to the Product, and (ii) such other documentation as Samtec may request that relates to environmental or similar matters (collectively, "Environmental Reports"). Supplier agrees to promptly furnish to Samtec any modifications, amendments or supplements to the MSDS or Environmental Reports.

14.2. Additional Information. Supplier agrees to notify Samtec immediately upon obtaining any information or indications that Product supplied by, or to be supplied by, Supplier have hazardous characteristics, regardless of the information provided in any MSDS or Environmental Reports. If requested by Samtec, Supplier shall provide Samtec with any other information it reasonably requests concerning the composition, manufacturing processes or materials in any Product.

15. Confidential Information.

15.1. Definition. Unless otherwise agreed to by the parties in writing, neither party may disclose to a third party any confidential or proprietary information concerning the business or technology of the other party, including, but not limited to, specifications, samples, patterns, designs, plans, documents data, and pricing ("Confidential Information"), whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" other than as required for a party to fulfill its obligations under these Terms. Information will not be considered Confidential Information if it (i) is or becomes available in the public domain through no wrongful act of the receiving party; (ii) is already in receiving party's possession prior to the performance hereunder without an obligation of confidentiality; (iii) is rightfully disclosed to receiving party by a third party without an obligation of confidentiality; (iv) is independently developed by receiving party; or (v) is required to be disclosed pursuant to applicable law or a final and binding court order or order from another governmental authority of competent jurisdiction.

15.2. Protection of Confidential Information. The receiving party shall protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. The parties will not disclose any Confidential Information that it may acquire under these Terms, or permit Confidential Information to be accessed or used, for any purpose other than such limited disclosure as is reasonably required to exercise its rights or perform its obligations under these Terms to (a) its agents, employees, attorneys and other professional advisors, (b) it's internal or affiliated divisions, subsidiaries or similar entities or (c) third parties that are providing materials, product or services to be incorporated into the Product or Services, all to be under an obligation to maintain the confidentiality of such Confidential Information.

15.3. Return of Confidential Information. Upon the disclosing party's written request, the receiving party shall promptly return or destroy, as requested by the disclosing party, all Confidential Information and copies thereof that it has received under the Terms.

16. Intellectual Property.

16.1. "Intellectual Property" shall mean for any party (i) any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right of such party in information, documents, or property, and (ii) all sketches, drawings, designs, process sheets, test result data and similar data that is proprietary to such party and which is used (directly or indirectly) or otherwise made available to the other party for or in connection with the supply of any Product or performance of any Services. Intellectual Property shall be Confidential Information.

16.2. Samtec does not transfer to Supplier any Intellectual Property of Samtec ("Samtec Intellectual Property") other than the limited right to use such Samtec Intellectual Property strictly and solely in conjunction with Supplier's supply of Product or performance of Services.

16.3. Supplier does not transfer to Samtec any Intellectual Property of Supplier ("Supplier Intellectual Property") other than the rights to use such Supplier Intellectual Property in conjunction with the use of any Product or Services. In situations when Supplier is unable to supply Samtec the Product as provided for in a Supplemental Document, Supplier shall grant to Samtec a limited license to use the

Supplier Intellectual Property, and to allow third parties to use the Supplier Intellectual Property, in order for Samtec to obtain Product from alternative sources solely and exclusively to ensure continued production for Samtec. The limited license granted herein shall be limited in duration, terminating (i) once Supplier is able to supply the Product to Samtec as provided for in the Supplemental Document or (ii) Samtec has an alternative source ready and able to supply the Product to Samtec, whichever occurs first.

- 16.4.** Samtec shall own exclusively all rights in ideas, inventions, works of authorship, strategies, plans and data created in or resulting from Supplier's performance under these Terms and each Supplemental Document, including all Intellectual Property rights. All such Intellectual Property that is protectable by copyright will be considered work(s) made for hire for Samtec (as the phrase "work(s) made for hire" is defined in the U.S. Copyright Act (17 U.S.C. § 101)) or Supplier will give Samtec "first owner" status related to the work(s) under local copyright law where the work(s) was created. If by operation of law any such Intellectual Property is not owned in its entirety by Samtec automatically upon creation, then Supplier agrees to transfer and assign to Samtec, and hereby transfers and assigns to Samtec, the entire right, title and interest throughout the world to such Intellectual Property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such Intellectual Property to Samtec.
- 16.5.** Supplier shall, at its expense, defend, indemnify and hold harmless Samtec, its subsidiaries, affiliates, successors, assigns, directors, officers, employees and agents (collectively, the "Samtec Indemnitees") against any loss, 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 right to indemnification hereunder (collectively, "Losses") arising out of or in connection with any claim that Samtec Indemnitees use or possession of the Product infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party (collectively, an "Infringement Claim"). Supplier is responsible for any costs incurred for Product that must be re-qualified as a result of an Infringement Claim.

17. Warranty; Quality Standards.

- 17.1. Warranties.** Supplier expressly warrants to Samtec that each Product or Service, as applicable will (i) be free from any defects in workmanship, material and design for one (1) year from delivery; (b) conform to the Samtec Requirements and all applicable laws; (c) to the extent the purpose is communicated to Supplier, be fit for its intended purpose and operate as intended; (d) be merchantable; (e) not infringe or misappropriate any third party's patent or other intellectual property rights; and (f) be free and clear of all liens and other encumbrances. These warranties shall survive any delivery, inspection, acceptance or payment of or for the Product or Services by Samtec. Any applicable statute of limitation runs from the date of Samtec's discovery of the noncompliance with the foregoing warranties.
- 17.2. Conformity with Quality Standards.** Supplier agrees that its warranties for quality includes its express warranty that all Product and Services shall comply with all Samtec Requirements related to quality and quality assurance procedures separately prescribed by Samtec in its quality assurance manual or such other quality documents provided by Samtec (collectively, the "Quality Standards"). Supplier shall, in accordance with the Quality Standards, provide, maintain and enforce all measures necessary to secure quality Product and Services, including but not limited to, quality control standards, inspection standards and specifications.
- 17.3. Evidence of Supplier's Quality Assurance; Testing.** Upon Samtec's request, Supplier shall deliver to Samtec data, records and other materials to evidence Supplier's testing, inspection, and analysis of field quality data as provided by Samtec and such other quality assurance actions as will validate compliance with all Quality Standards. Samtec may, upon prior notice and during normal business

hours, (i) inspect the Product and/or work in process and (ii) observe quality control measures and tests at Supplier's or any subcontractor's premises without cost to Samtec.

18. Reimbursement Event. Upon the occurrence of any warranty, recall or product liability claim (each a "Reimbursement Event"), Supplier and Samtec shall negotiate in good faith with one another to reasonably allocate the costs incurred as a result of such Reimbursement Event.

19. Indemnification. Supplier shall defend, indemnify and hold harmless the Samtec Indemnitees against any Losses arising out of or in connection Supplier's negligence, willful misconduct or breach of the Terms.

20. Termination.

20.1. Termination by Samtec. Samtec may terminate all or any part of any Supplemental Document at any time and for any reason, by giving written notice to Supplier. Samtec will be responsible for the Termination Payment described in 20.4.

20.2. Termination by Supplier. Supplier may terminate any Supplemental Document in the event that Samtec breaches such Supplemental Document and such breach remains uncured for a period of 60 days following notice thereof from Supplier.

20.3. Supplier Obligations Upon Termination. Upon termination, Supplier will, unless otherwise directed by Samtec, (i) wind-down all work under such Supplemental Document in accordance with Samtec's instructions and (ii) take all actions reasonably necessary to protect the Samtec Property and Product in its possession until it has received written instructions from Samtec regarding disposition of such property.

20.4. Samtec's Obligation Upon Termination.

- a. In the event that Samtec terminates these Terms for any reason other than Supplier's breach, Samtec will, upon written request from Supplier, pay to Supplier (i) the Price for all conforming Products provided to Samtec, (ii) the actual cost incurred by Supplier for all work in process, raw materials fabricated or procured by Supplier and finished goods inventory to the extent such costs and quantities are reasonable in amount and proportionate and properly allocated to the terminated portion of these Terms and (iii) the actual cost incurred by Supplier in protecting any Samtec Property or Products (collectively, a "Termination Payment"). Samtec will make no payment to or for the benefit of Supplier for work in progress, raw materials fabricated or procured by Supplier and finished goods inventory in excess of those authorized in releases or other Supplement Documents.
- b. Supplier will furnish its written claim for a Termination Payment to Samtec within 1 month of the effective date of termination, consisting exclusively of the costs outlined in this section. Payment to Supplier will not exceed the aggregate price payable to Supplier for the quantity of finished goods that would have been manufactured or supplied by Supplier under release schedules outstanding at the date of termination.

21. Samtec Vendor Portal.

21.1. Generally. During the supply relationship, Samtec and Supplier will communicate through the use of Samtec's supplier website and such other documents, processes, procedures and electronic systems as are designated by Samtec (collectively, the "Samtec Vendor Portal"). Procedures, terms and conditions for the Samtec Vendor Portal (the "Network Procedures") will be set forth in one or more

Supplemental Documents, and may be revised and updated by Samtec from time to time. To the extent any conflict arises between the provision of the Network Procedures and these Terms, for the Samtec Vendor Portal, the Network Procedures shall control. Samtec reserves the right to designate what aspects of the purchasing relationship between the parties is controlled by, and what portions of these Terms are superseded by, the Network Procedures.

21.2. *Supplier Content.* Information, data, text and other materials that Supplier posts or transmits to the Samtec Vendor Portal or supplies to Samtec are referred to as "Supplier Content." By posting or transmitting Supplier Content to the Samtec Vendor Portal, Supplier agrees that Supplier is solely responsible for the origination, accuracy, completeness, ownership, publication and dissemination of such Supplier Content. Supplier shall keep all Supplier Content on the Samtec Vendor Portal current and up to date. Supplier agrees that the Supplier Content will not contain software viruses or any other computer code, files or programs designed to or which may interrupt, destroy or limit the functionality of any part of the Samtec Vendor Portal.

21.3. *Acceptance.* By using the Samtec Vendor Portal, Supplier agrees to and accepts the Network Procedures. Samtec reserves the right to add, delete or modify the functionality of the Samtec Vendor Portal and/or the Network Procedures upon notice, delivered by email or by an on-screen alert on the Samtec Vendor Portal site. Samtec also reserves the right to terminate Supplier's enrollment in, and use of, the Samtec Vendor Portal.

22. Miscellaneous.

22.1. *Independent Contractor.* The relationship of the parties is that of independent contractors. Nothing contained in these Terms or any Supplemental Documents 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.

22.2. *Samtec Policies.* While Supplier is on Samtec's premises, Supplier shall conform, and ensure that all of its subcontractors and employees conform, to Samtec's rules, regulations, policies and procedures.

22.3. *No Third Party Beneficiaries.* These Terms are for the sole benefit of the parties hereto 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.

22.4. *Insurance.*

(a) *Commercial Insurance.* Supplier 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) insurance in the amount of \$2,000,000 with financially sound and reputable insurers and with such deductibles as are commonly carried by prudent businesses similarly situated or as is otherwise required by applicable law. Upon Samtec's request, Supplier shall provide Samtec with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in this section. The certificate of insurance shall name Samtec as an additional insured. Supplier shall provide Samtec with 30 days' written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Samtec's insurers and Samtec or the Samtec Indemnitees.

(b) *Self-Insurance.* To the extent Supplier is self-insured, Supplier represents that the coverage complies with all applicable laws and that the election to self-insure does not alter or reduce the

legal responsibility of Supplier to Samtec. Supplier further represents that its self-insurance program is like such programs commonly implemented by prudent businesses similarly situated and as otherwise required by applicable law. Supplier will provide a letter of self-insurance upon request by Samtec.

- 22.5. Advertising.** Without Samtec's prior written consent, Supplier shall not use or permit use of the name "Samtec" or any similar word or trademark of Samtec in the description or marketing of product produced by Supplier, nor shall Supplier advertise or publish that Supplier has contracted to furnish Product or Services pursuant to these Terms.
- 22.6. Duty and Tax.** All prices in this Agreement or any Supplemental Document are excluding VAT or other sales taxes. If applicable, Samtec shall reimburse any such taxes to the Supplier. Samtec shall not be liable for any federal, state, provincial or local duties or taxes unless separately stated on a Supplemental Document and billed to Samtec as a separate item. No sales/use tax shall be added to the price of Product or Services under these Terms when an exemption is indicated on the face of the appropriate Supplemental Document. Supplier shall provide Samtec with such documents as may be required to obtain any applicable benefits or credits relating to or arising from these Terms, including trade credits, export credits or the refund of duties, taxes or fees available to Samtec. Supplier shall provide Samtec all information requested by Samtec to allow Samtec to receive such benefits and credits, as well as fulfill any custom obligations, local content obligations or other requirements.
- 22.7. Governing Law; Forum.** These Terms and the rights and obligations hereunder shall be governed by the laws of the State of Indiana, without regard to its conflict of laws rules. Any legal suit, action or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in Floyd County, Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.
- 22.8. Arbitration.** Any controversy or claim arising out of or relating to these Terms or any Supplemental Document, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 22.9. Assignment.** Supplier shall not assign, transfer or delegate any of its rights or obligations under the Supplemental Documents without the prior written consent of Samtec. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. Samtec may at any time assign, transfer or subcontract any or all of its rights or obligations under the Supplemental Documents without Supplier's consent.
- 22.10. Notices.** All notices, requests, consents, claims, demands, waivers and other communications required under these Terms (each a "Notice") shall be in writing and, if given to Samtec, addressed to Samtec, Inc., Attn: Global Purchasing Manager, 520 Park East Boulevard, New Albany, Indiana 47151. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice shall be effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.
- 22.11. Battle of Forms.** The parties have agreed and it is their intent that the battle of the forms section of §2-207 of the Uniform Commercial Code shall not apply to these Terms or to any invoice or acceptance form of Supplier relating to these Terms. It is the parties' intent that these Terms shall exclusively

control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Supplier and these Terms, these Terms shall control.

- 22.12. Waiver.** No waiver by any party of any of the provisions of these Terms or a Supplemental Document shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms or a Supplemental Document, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the these Terms or a Supplemental Document shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 22.13. Cumulative Remedies.** The rights and remedies under these Terms and each Supplemental Document are cumulative and in addition to and not in substitution for any other rights and remedies available at law, equity or otherwise.
- 22.14. Entire Agreement.** These Terms together with all applicable Supplemental Documents constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties as of the effective date. In the event of any inconsistencies or ambiguities between these Terms and any Supplemental Document, unless otherwise agreed to by the parties in writing, these Terms shall control. Throughout these Terms, unless the context requires otherwise, reference to these Terms shall also include Supplemental Documents.
- 22.15. Amendment.** No change to these Terms will be binding upon the parties unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Samtec and Supplier.
- 22.16. Severability.** If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 22.17. Survival.** Any provision of these Terms which by their nature extend beyond the expiration, termination, or cancellation of these Terms shall remain in full force and effect until fulfilled and/or performed.
- 22.18. Headings.** The headings in these Terms are for reference only and do not affect the interpretation of these Terms.

SUPPLIER ACKNOWLEDGES THAT ITS SALE OF PRODUCT AND SERVICES ARE MADE SUBJECT TO THESE TERMS AND TO THE TERMS OF ANY SUPPLEMENTAL DOCUMENTS. ALL SUPPLEMENTAL DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE, NOTWITHSTANDING THAT THE SUPPLEMENTAL DOCUMENTS INCORPORATED BY REFERENCE ARE NOT ATTACHED TO THESE TERMS.

_____ (print full company name), by and through the undersigned, agrees to the foregoing Terms and Conditions.

Signature: _____
(Authorized representative)

Printed: _____

Title: _____

Date: _____