

STANDARD TERMS AND CONDITIONS

1. ENTIRE AGREEMENT. These Standard Terms of Sale and any annual price letter, quotation and/or order acknowledgment issued by Kimball Physics, Inc. ("Seller") or other agreement signed by Seller into which these standard terms of sale are incorporated by reference, if any (collectively, the "Agreement"), contain the entire and only agreement between the parties relating to the sale of products ("Products") by Seller to its customer ("Buyer"). Any representation, affirmation of fact, and course of prior dealings, promises or conditions in connection therewith or usage of trade not expressly incorporated in this Agreement shall not be binding on Seller. No waiver, consent, modification or change of terms herein shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. The rights and obligations contained herein shall inure to and be binding upon the parties, their legal representatives, successors and permitted assigns.

2. NO OTHER TERMS AND CONDITIONS. Failure of Seller to object to terms and conditions contained in any order, confirmation or other document provided or delivered by Buyer via mail, facsimile, email or other forms of electronic data interchange or electronic commerce (including, without limitation, Buyer's own web site) or otherwise shall not be construed as a waiver of the terms and conditions of this Agreement nor an acceptance of any terms and conditions contained in any such order, confirmation or other document. Seller hereby gives notification of objection to and rejection of all terms and conditions heretofore or hereafter proposed by Buyer that are different from or additional to those specified in this Agreement and that are not separately agreed to in writing by Seller, including, without limitation, all such terms and conditions that Seller may be required by Buyer to acknowledge in order for Seller to access, electronically or otherwise, information necessary for Seller to perform, or to facilitate Seller's performance, hereunder. Notwithstanding any terms or conditions of Buyer, the sale of Products by Seller is expressly limited to and made conditional upon the terms and conditions contained herein. Commencement of performance and/or delivery by Seller shall be for Buyer's convenience only and shall not be deemed or construed to be acceptance of any of the Buyer's terms and conditions. If these terms and conditions are not acceptable, Buyer must immediately notify Seller. Buyer's purchase and acceptance of Products from Seller constitutes Buyer's assent to and acceptance of all terms and conditions contained herein.

3. PRICE LETTERS, QUOTATIONS, PRICES, ADDITIONAL CHARGES AND ADMINISTRATIVE FEES. All Seller price letters or other quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the face thereof. In the case of a conflict between the terms and conditions stated herein and those appearing on the face of such price letter or quotation, the latter shall control. Seller's prices and quotations are subject to the following: (a) all prices are in United States Dollars; (b) all published prices are subject to change without notice; (c) unless stated otherwise in the applicable price letter or other applicable quotation, prices are net, F.O.B. Wilton, New Hampshire for domestic orders (ExWorks Wilton, New Hampshire (INCOTERMS) for international orders), all transportation, insurance and other charges to point of destination to be paid by Buyer; (d) prices are exclusive of all charges or levies of any nature, including all federal, state, municipal or other governmental excise, sales, use, value added, occupational, import duties, or similar taxes or tariffs now in force or enacted in the future (collectively, the "Additional Charges") and, therefore, are subject to an increase in an amount equal to any such Additional Charges that Seller may be required to collect or pay upon sale or delivery of products purchased, or in lieu thereof, Buyer shall provide Seller with a certificate of exemption or similar document acceptable to the appropriate taxing authorities; (e) prices quoted are for Products only and do not include technical data, proprietary rights of any kind or patent or other intellectual property rights; (f) unless otherwise specified in writing, all quotations are firm for a period of thirty (30) days from the date thereof and constitute offers, provided that, budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any responsibility or liability upon Seller; (g) stenographical, typographical and clerical errors are subject to correction; and (h) quotations are made against specified designs, drawings, plans and/or specifications, or if not so stated, the applicable Seller part number and standards shall govern; and (i) orders shipped across international borders may be subject to a one percent (1%) export handling charge (subject to a minimum handling charge of \$25 USD) Any changes in specified designs, drawings, plans and/or specifications furnished by Buyer shall require a new quotation for price and delivery.

4. ACKNOWLEDGEMENT/MODIFICATION/TERMINATION OF ORDERS. All orders placed with Seller are concluded via written acknowledgment by Seller and are subject to the terms and conditions stated herein. In the case of a conflict between the terms and conditions stated herein and those appearing on the face of such acknowledgment, the latter shall control. In the case of a conflict between the terms and conditions stated in a Seller quotation and those appearing on the face of a Seller acknowledgment, the latter shall control. Orders acknowledged by Seller may not be modified, rescinded or terminated except in writing by duly authorized representatives of Seller and Buyer, respectively. If seller accepts an order modification, seller may adjust the price and shipping details of such order as reasonably necessary to accommodate such modification. If all or part of an order is rescinded or terminated by such writing (the “Terminated Order”), in the absence of a contrary written agreement between Seller and Buyer, Buyer shall be required to pay Seller all costs committed or incurred by Seller as of the date of Buyer’s written request for termination for any and all special work, design or material relating to the Terminated Order.

5. PAYMENT TERMS; DEPOSITS; REVOCATION OF CREDIT. Except as set forth in the Price Letter or other quotation, payment of the price and any Additional Charges shall be prepaid by Buyer and shall be made in accordance with the applicable authorized and valid Seller quotation. Regardless of whether or not credit terms are extended to Buyer, Seller may require a cash deposit (a “Deposit”) in connection with orders for certain Products as determined from time to time by Seller. If a Deposit is required by Seller, such Deposit shall be nonrefundable in the event of any cancellation of the order by Buyer or breach of this Agreement by Buyer, or in the event of a change or imposition of any sanctions, laws or other restrictions, including United States export control laws, that would make it unlawful for the Company to ship the Products hereunder. All payments shall be made in U. S. currency. Seller may, in its discretion, accept payment by credit card, prepaid letter of credit or other means. Payments not received within the payment terms may be assessed a finance charge at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, starting from the due date. Buyer shall be liable for any costs or expenses incurred by Seller in collecting any late payment, including, but not limited to, administrative and personnel costs, collection agency fees and expenses, court costs, and attorneys’ fees and expenses. In addition, Seller shall not be obligated to continue performance on any delinquent account. Seller reserves the right, in its sole discretion, to revoke, alter or suspend any credit or payment terms already extended or require full or partial payments in advance of any shipment or other performance, or otherwise defer, decline or to make shipments and/or terminate the subject order without liability to Seller. If Seller believes in good faith that Buyer’s ability to make payments called for by an order is impaired for any reason, Seller may cancel the order or any remaining balance thereof, Buyer remaining liable to pay for any Products already shipped.

6. SHIPMENT. Seller will ship in accordance with instructions supplied by Buyer, but if Buyer fails to furnish such instructions prior to the shipping date, Seller will select what is, in its opinion, the most satisfactory routing for the shipment. All risk of loss or damage, title in and right of possession of the Products and responsibility for all transportation expenses shall pass to Buyer upon delivery to the carrier. In no event shall Seller be liable for any delay in delivery, nor shall the carrier be deemed an agent of Seller.

7. SECURITY INTEREST. Seller reserves, and Buyer hereby grants Seller, a security interest in the Products delivered to Buyer to secure payment of all amounts due from Buyer to Seller. Buyer agrees that Seller shall have the right to file or record a financing statement or similar documentation pursuant to applicable law to evidence Seller’s security interest in the Products. Buyer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce this security interest. In the event of any failure of Buyer to execute and deliver any such document, it is agreed that Seller may execute such statements in Buyer’s name under power of attorney. Buyer agrees in the event of default of payment to make all Products available to Seller upon demand and pay all reasonable costs and expenses (including attorneys’ fees) incurred by Seller in the enforcement of Seller’s rights hereunder. Any repossession or removal of the Products shall be without prejudice to any other remedy of Seller hereunder, at law or in equity.

8. INSPECTION AND ACCEPTANCE. Buyer shall examine all Products promptly upon receipt. No later than forty five (45) days from shipment, Buyer shall notify Seller in writing of any shortage or nonconformance to applicable designs, drawings, plans and specifications. Failure to give Seller such timely notice shall be deemed an unqualified acceptance by Buyer of the

delivered Products and said Products shall be deemed to conform to the applicable designs, drawings, plans and specifications. Buyer expressly waives any rights it may have to revoke acceptance after such forty five-day period. The Products will be deemed to conform to the applicable designs, drawings, plans and specifications despite minor discrepancies that are usual in the trade. Where the Products are materially non-conforming and timely notice of nonconformance is given by Buyer hereunder, Seller's exclusive obligation shall be, at Seller's option, to repair or replace the Products, or to refund to Buyer the purchase price paid for the Products. The remedy set forth herein shall serve as Buyer's exclusive remedy with regard to materially non-conforming Products.

9. LIMITED WARRANTY. Seller warrants to Buyer that at the time of shipment, and for a period of one year thereafter, the Products will be free from defects of material and workmanship. This limited warranty does not apply to expendable parts including, without limitation, emitters and phosphor screens, and does not cover normal wear and tear. This limited warranty does not extend to any product that has been damaged or rendered defective as a result of accident, misuse, abuse, negligence, installation, act of God, disaster, or other external cause. Seller's exclusive obligation with respect to defective Products shall be, at Seller's option, to repair or replace the Products, or to refund to Buyer the purchase price paid for the Products. The remedy set forth herein shall serve as Buyer's exclusive remedy with regard to defective Products.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING IS BUYER'S SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE ARE HEREBY EXCLUDED. IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH HEREIN. BUYER PURCHASES AND ACCEPTS THE PRODUCTS SOLELY ON THE BASIS OF THE LIMITED WARRANTY EXPRESSED HEREIN.

10. LIMITATION OF LIABILITY. SELLER'S LIABILITY ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR THIS AGREEMENT SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE PRODUCTS OR REFUND OF THE PURCHASE PRICE PAID BY THE BUYER, AT SELLER'S SOLE OPTION. THE LIABILITY OF SELLER HEREUNDER FOR ALL CLAIMS SHALL IN NO CASE EXCEED THE SUM OF BUYER'S PAYMENTS FOR THE PRODUCTS THAT ARE THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, SECONDARY, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESSED OR IMPLIED WARRANTY, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING FROM OR RELATING TO ANY INJURY TO PERSONS OR PROPERTY, LOSS OF PRODUCTION TIME, LOSS OF ANTICIPATED REVENUE OR PROFITS, OR CLAIMS MADE BY END-USERS.

11. INDEMNIFICATION. Buyer hereby warrants and represents that any designs, drawings, plans, specifications, tooling, equipment, materials or other items provided by it or its representatives to Seller do not infringe upon any patent, copyright, trade secret or other third-party right, and agrees to hold harmless, defend and indemnify Seller and its affiliates, successors and assigns from and against any costs, damages, liabilities and expenses (including reasonable attorneys' fees) that may arise from or as a result of any such infringement or Buyer's activities, including, without limitation, product liability and customer warranty and service claims, provided that (i) Seller shall have promptly provided Buyer written notice of the suit alleging such infringement or activities of Buyer, and (ii) Buyer is given complete authority and reasonable cooperation, information, and assistance required for the defense, settlement, or compromise thereof.

12. DEFAULT. Any of the following will constitute an act of default hereunder: (1) the failure of Buyer to perform any term, condition or covenant of this Agreement, where such failure has not been corrected within thirty (30) days of the date of written notice of such failure given by Seller, provided however, that if such failure is a violation is not reasonably amenable to

correction within such period, then the default will be deemed to be immediate; or (2) the failure of Buyer to pay an invoice issued hereunder within the due date thereof; or (3) Buyer (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition or has a petition filed against it in bankruptcy or any similar action under relevant bankruptcy or insolvency proceedings, (iii) makes an assignment for the benefit of its creditors, (iv) commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property, or (v) files a petition seeking reorganization, composition, liquidation, dissolution or similar arrangement under the federal bankruptcy laws or any other similar applicable law, statute or regulation of the United States or any country, state, county, province or other jurisdiction to which Buyer is subject. In the event of a default, Seller shall have the right to, in addition to any other remedies it may have at law or in equity, terminate all applicable orders, recover any and all monies that may be due, and repossess any Products sold hereunder. Seller reserves the right to start production and commit funds in time to meet Buyer's delivery date based on conditions in its plant and lead time required by Seller's suppliers. In the event of default by Buyer, Buyer shall be responsible for any losses or charges to Seller resulting therefrom.

13. MODIFICATION OF PRODUCTS. Seller reserves the right to modify the specifications of Products designed by Seller and/or substitute substantially conforming Products, provided the modifications and/or substitutions do not adversely affect the performance of such Products.

14. INTELLECTUAL PROPERTY. Seller intends to utilize proprietary information and manufacturing processes ("Proprietary Information") in manufacturing the Products and in discharging its other responsibilities hereunder. Buyer acknowledges and agrees that as between the parties hereto, the Proprietary Information is proprietary to Seller and constitutes a trade secret under the Uniform Trade Secrets Act as adopted in the State of New Hampshire. Unless otherwise agreed in writing by the parties, Buyer will acquire no rights to use and/or disclose the Proprietary Information by virtue of the utilization of Proprietary Information in the Products' manufactured or sold to Buyer. Unless otherwise agreed in writing by the parties, all designs, drawings, plans, process programs and text in any format provided to Buyer by Seller are the sole property of Seller, are protected by copyrights and international laws regarding copyrights, and may not be mechanically or electronically duplicated, reverse engineered or reproduced without Seller's express written consent.

15. CONFIDENTIALITY. Buyer shall maintain in confidence all information and know-how disclosed by Seller, whether oral or in writing, that is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary and/or confidential ("Confidential Information"), provided that Buyer may disclose Confidential Information on a need-to-know basis to its employees and representatives who have been apprised of these non-disclosure obligations and agreed to be bound by them. Buyer shall use at least the same degree of care in safeguarding the Confidential Information as it uses in safeguarding its own information of a similar nature, subject to a minimum standard of reasonable diligence and protection. Buyer's obligation of non-disclosure hereunder shall not apply to Confidential Information which it can demonstrate by clear and convincing evidence: (a) is or becomes a matter of public knowledge through no fault of Buyer, (b) was or becomes available to Buyer on a non-confidential basis from a third party, provided that such third party is not, to Buyer's knowledge, bound by an obligation of confidentiality to the disclosing party with respect to such Confidential Information, (c) was independently developed by Buyer without reference to Confidential Information, or (d) is required to be disclosed by law, provided that Seller is promptly notified by Buyer in order to provide Seller an opportunity to seek a protective order. This provision is in addition to and not in limitation of any other agreement entered into by Seller and Buyer relating to the protection or nondisclosure of Confidential Information.

16. COMPLIANCE WITH LAWS. Buyer acknowledges that the Products are subject to United States export control laws and regulations, including the United States Export Administration Regulation set forth in the U.S. Code of Federal Regulations 15 CRF §§730-744. Upon Seller's request, Buyer shall accurately complete and provide to Seller a duly executed version of the Kimball Physics U.S. Export Controls Compliance Acknowledgement (the "Compliance Acknowledgement") as a condition of receiving Products. Buyer shall comply with all conditions set forth in the Compliance Acknowledgement and with all other laws applicable to Buyer's use, sale, transfer, export or re-export of the Products. Any breach of this Section 16 by Buyer shall be deemed to be an immediate default under Section 12 of these Standard Terms of Sale that is not capable of cure, and Seller will have the right to terminate this Agreement immediately upon written notice.

17. FORCE MAJEURE. Except with respect to Buyer's payment obligations, neither party shall be held responsible for any delay or failure hereunder caused, directly or indirectly, by fire, flood, accident, riot, explosion, war, strike, shortage of labor, fuel, power, materials or supplies, embargo, governmental requirement, civil or military authority, gang violence, terrorism, acts of God, act or omission of carriers or subcontractors, pandemic or public health crisis, or other similar causes beyond the parties' control.

18. GOVERNING LAW/FORUM SELECTION. This Agreement shall be governed by the laws of the State of New Hampshire without reference to its conflicts of law rules, including Article 2 of the Uniform Commercial Code, and shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. The exclusive forum for any litigation in any way relating to or arising from or under this Agreement shall be the Business and Commercial Dispute Docket of the New Hampshire Superior Court, and the parties hereby irrevocably submit to the jurisdiction and venue of that court.

19. ASSIGNMENT. Buyer shall not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempt at delegation or assignment without Seller's prior written consent shall be void.

20. INDEPENDENT CONTRACTORS. It is understood and agreed that Seller and Buyer are, and at all times shall remain, independent contractors and no partnership or joint venture is intended or implied by the undertakings set forth herein. At no time shall either party represent to any third party that it is the agent of the other. Seller and Buyer further covenant that no authorization shall be given to any employee of either of them to act on behalf of the other. In no event shall either party at any time have authority to make any contracts, commitments or undertake any obligations on behalf of the other.

21. MISCELLANEOUS. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions of this Agreement. Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in full force and effect. The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.