

MICRONIX USA, LLC

General Terms and Conditions of Sale

Revised October 2, 2026

1. General & Scope of Agreement

1.1 Parties. In these General Terms and Conditions of Sale ("Terms"), "Seller" means MICRONIX USA, LLC, a California limited liability company, and "Buyer" means any person, firm, corporation, or other legal entity that submits a purchase order, accepts a quotation, or purchases products, components, software, or services from Seller.

1.2 Battle of the Forms & Sole Terms. All quotations, order acknowledgments, product sales, and service provisions are expressly conditioned upon Buyer's unqualified assent to these Terms. Any additional, conflicting, or inconsistent terms proposed by Buyer in any purchase order, request for quotation, acknowledgment, specification, or other communication are expressly objected to, rejected, and deemed material alterations. Such terms shall have no force or effect unless expressly accepted by an authorized representative of Seller in a signed, written amendment specifically referencing this Section. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms.

1.3 Precedence & Ongoing Applicability. These Terms supersede all prior understandings, transactions, and oral or written representations, except a separate written supply or master agreement signed by both parties, which controls to the extent of any conflict. These Terms also govern all future transactions between Buyer and Seller, whether or not a copy is attached to later documentation, provided Buyer has previously received notice of or transacted under these Terms.

2. Quotations and Pricing

2.1 Quotations and Price Validity. Published prices, catalog listings, and web rates are subject to change without notice. Unless otherwise stated in writing, prices in a Seller quotation are held for thirty (30) calendar days from the quotation date. A quotation is an invitation to order and not an offer; no contract is formed until Seller accepts Buyer's purchase order under Section 3.1.

2.2 Taxes and Duties. All prices exclude federal, state, local, excise, sales, value-added (VAT), use, gross receipts, customs, duties, tariffs, and other governmental assessments on the sale or delivery of the products. Buyer shall pay all such amounts, or provide Seller a valid tax-exemption certificate before shipment.

2.3 Tariff and Cost Adjustment. If, after the quotation date, any new or increased tariff, duty, trade remedy, surcharge, or other governmental measure increases Seller's cost of the products or of any material, component, or service used in them, Seller may increase the price of any unshipped order by the amount of the increase on written notice to Buyer. Buyer may cancel the affected unshipped items within ten (10) days of the notice without cancellation charge, except for custom or non-cancelable items under Section 11.3, for which Buyer shall pay costs already incurred.

3. Orders and Documentation

3.1 Acceptance of Orders. A purchase order issued by Buyer is an offer to purchase under these Terms. No contract is formed until Seller issues a written Order Acknowledgment or begins delivery of the products.

3.2 Proprietary Documents. Seller retains exclusive ownership of and all intellectual property rights in all cost estimates, engineering drawings, CAD models, schematics, software, firmware, specifications, and other technical documentation furnished to Buyer. Such materials are provided in confidence solely for evaluating or integrating Seller's products and shall not be copied, disclosed to third parties, or used for reverse engineering or manufacturing without Seller's prior written authorization.

3.3 Cancellation of Standard Orders. Buyer may cancel an acknowledged order for standard catalog products only with Seller's written consent. Unless Seller agrees otherwise, cancellation is subject to a charge of fifteen percent (15%) of the cancelled order value plus any non-cancelable component or third-party costs Seller has incurred. Custom products are governed by Section 11.3.

3.4 Custom Engineering and Tooling. Unless a written agreement signed by Seller assigns them to Buyer, Seller owns all designs, drawings, firmware, software, tooling, fixtures, test methods, and know-how created in performing any custom engineering, non-recurring engineering (NRE), or prototype work, even if Buyer pays NRE or tooling charges. Payment of such charges entitles Buyer to the products ordered, not to ownership of the underlying designs or tooling. Seller will not sell a product built to Buyer's proprietary specifications to any third party without Buyer's consent.

4. Shipping, Delivery, and Force Majeure

4.1 Delivery Terms. Unless otherwise agreed in writing by Seller, deliveries to destinations within the United States are made FOB Shipping Point (UCC), and deliveries to destinations outside the United States are made FCA (Incoterms 2020), in each case at Seller's facility in Fountain Valley, California. Packaging to Seller's standard commercial specifications is included in the price; special packing or crating requested by Buyer will be billed separately.

4.2 Delivery Schedules. Stated delivery dates are estimates only and are non-binding unless confirmed in writing by Seller as a "Firm Delivery Date." Lead times begin only upon Seller's Order Acknowledgment and receipt of any required advance payment and all Buyer-supplied drawings, specifications, clearances, export documentation, and authorizations.

4.3 Force Majeure. Seller shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including acts of God, strikes, labor disputes, material shortages, utility failures, delays or defaults of suppliers or subcontractors, transport interruptions, acts of civil or military authorities, war, terrorism, embargoes, export restrictions or license delays, tariffs or trade measures, epidemics, pandemics, or plant fires or explosions. The delivery date shall be extended by the time lost. If a Force Majeure event exceeds ninety (90) consecutive days, either party may terminate the affected order on written notice without liability, except that

Buyer shall pay for all work-in-progress and non-cancelable component commitments incurred by Seller.

4.4 Delayed Acceptance. If Buyer fails or refuses to accept delivery when tendered, Seller may store the products at Buyer's risk and expense (including handling, insurance, and storage charges) and invoice Buyer as if delivery had occurred.

4.5 Partial Shipments. Seller may make partial shipments. Each partial delivery may be invoiced separately and is payable under Section 6.

5. Title, Risk of Loss, and Security Interest

5.1 Transfer of Risk. Risk of loss or damage to products passes to Buyer when Seller tenders the products to the common carrier or forwarding agent at Seller's shipping facility. Buyer shall assert all transit damage or loss claims directly against the carrier.

5.2 Title. Title to products passes to Buyer at the same time as risk of loss under Section 5.1, subject to Seller's security interest under Section 5.3. Title to software and firmware does not pass; Buyer receives a non-exclusive license to use them solely with the products in which they are delivered.

5.3 Security Interest (UCC Article 9). Until Buyer pays in full all amounts due under the applicable invoice and all other outstanding accounts with Seller, Buyer grants Seller a purchase money security interest in all products delivered hereunder and all additions, replacements, accessions, and proceeds. Buyer authorizes Seller to file UCC-1 financing statements or similar instruments to perfect this security interest without Buyer's further signature, and shall sign any further documents Seller reasonably requests to protect it.

6. Payment Terms

6.1 Credit and Invoicing. Standard payment terms are Net 30 days from the invoice date, subject to ongoing credit approval. For international transactions, custom engineering, prototype builds, or large orders, Seller may require payment in advance, progress payments, cash against documents, or an irrevocable letter of credit confirmed by a major US-domiciled commercial bank and payable at sight.

6.2 Late Charges and Default. Past-due balances accrue simple interest at one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, from the due date until paid. If Buyer fails to pay when due, Seller may, without prejudice to other remedies: (a) suspend pending deliveries or performance; (b) declare all outstanding obligations immediately due; (c) demand adequate assurance of future performance; or (d) repossess products subject to Seller's security interest. Buyer shall reimburse Seller's reasonable costs of collection, including attorneys' fees and court costs.

6.3 No Setoff. Buyer shall pay all invoiced amounts in full without setoff, deduction, counterclaim, withholding, or abatement.

6.4 Payment Clearance. Payments by check, wire, or ACH are received only upon final, unconditional settlement of funds into Seller's bank account.

7. Inspection and Acceptance

Buyer shall inspect all shipments within ten (10) calendar days after receipt at Buyer's facility. Claims for shortages, physical damage, or non-conformance apparent on visual inspection must be submitted to Seller in writing within that period. Failure to give timely written notice constitutes final acceptance of the products as to such apparent defects. Acceptance does not affect Buyer's rights under the limited warranty in Section 8 for latent defects in material or workmanship.

8. Limited Warranty

8.1 Scope & Term. Seller warrants that standard hardware products manufactured by Seller will be free from defects in material and workmanship under normal use and service for one (1) year from the original shipment date, unless a different term is stated in the written Order Acknowledgment.

8.2 Exclusive Remedies. Seller's sole obligation and Buyer's exclusive remedy under this limited warranty is, at Seller's option: (a) repair of the defective product; (b) replacement with an equivalent or conforming unit; or (c) a credit or refund of the net purchase price paid for the defective unit.

8.3 Warranty Exclusions. This warranty does not apply to: (a) normal wear and tear; (b) products subjected to improper installation, misuse, neglect, accident, overloading, or unauthorized modification; (c) products operated outside published environmental, electrical, or mechanical specifications, including payload, duty cycle, voltage, or vacuum and cryogenic limits; (d) defects caused by Buyer-supplied parts, software, firmware, or designs; or (e) products repaired or altered by anyone other than Seller's authorized personnel without Seller's prior written approval.

8.4 Repaired Components. Repaired or replaced products are warranted only for the unexpired portion of the original warranty period.

8.5 Warranty Return Logistics. No product may be returned under warranty without a Return Material Authorization (RMA) number from Seller. Buyer bears freight, insurance, customs, and handling charges to Seller's repair facility. Seller pays standard ground return freight for products it verifies as defective under this warranty. If a product is not defective under the warranty, Buyer shall pay Seller's standard evaluation, diagnostic, and return shipping fees.

8.6 Third-Party Products. Products, components, and software manufactured by parties other than Seller and resold by Seller ("Third-Party Products") are not covered by Section 8.1. Seller passes through to Buyer, to the extent permitted, any warranty the manufacturer provides, and Buyer's sole remedy for Third-Party Products is under that manufacturer warranty. Seller will reasonably assist Buyer in making warranty claims to the manufacturer.

8.7 Software and Firmware. Seller warrants that software and firmware furnished by Seller will substantially conform to Seller's published documentation for ninety (90) days from shipment. Seller's sole obligation is to provide a correction, workaround, or replacement, or, if Seller cannot do so, to refund the price allocable to the non-

conforming software.

9. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR PERFORMANCE. SELLER DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCTS, CONTROLLER DRIVES, OR ASSOCIATED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. SELLER MAKES NO WARRANTY OF ITS OWN FOR THIRD-PARTY PRODUCTS.

10. Limitation of Liability and Damages

10.1 WAIVER OF CONSEQUENTIAL AND INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, BUSINESS INTERRUPTION, DOWNTIME, COST OF CAPITAL, LOSS OF GOODWILL, OR COST OF SUBSTITUTE GOODS OR FACILITIES, WHETHER THE CLAIM ARISES IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY), INDEMNITY, OR OTHERWISE, AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 AGGREGATE LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, THE SALE OF PRODUCTS, PERFORMANCE OF SERVICES, OR ANY PURCHASE ORDER SHALL NOT EXCEED THE NET AMOUNT ACTUALLY PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS SHALL NOT ENLARGE THIS LIMIT.

10.3 INDEPENDENT LIMITATIONS. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 10 ARE INDEPENDENT OF THE EXCLUSIVE REMEDIES IN SECTION 8 AND SHALL APPLY EVEN IF ANY EXCLUSIVE OR LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PRICES OF THE PRODUCTS REFLECT THIS ALLOCATION OF RISK.

10.4 EXCEPTIONS. NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR FRAUD, WILLFUL INJURY, OR GROSS NEGLIGENCE, OR FOR DEATH OR PERSONAL INJURY CAUSED BY SELLER'S NEGLIGENCE WHERE APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION.

11. Returns and Restocking

11.1 RMA Requirement. All returns require a prior written Return Material Authorization (RMA) from Seller, which Seller may grant or withhold in its sole discretion. Products returned without an RMA will be rejected and returned at Buyer's expense.

11.2 Standard Products. Discretionary returns of standard catalog products must be requested within thirty (30) days of shipment and arrive in original packaging, unused, and in resaleable condition. Approved returns are subject to a restocking fee of at least fifteen percent (15%). Third-Party Products may be returned only if and as permitted by their manufacturer, plus Seller's restocking fee.

11.3 Custom Products. Custom-engineered, built-to-order, non-catalog, or modified products are non-cancelable and non-returnable (NCNR). Once manufacturing or component procurement has begun, cancellation of such products is subject to a charge of up to one hundred percent (100%) of the order value.

12. Intellectual Property and Reverse Engineering

12.1 Seller IP. Seller retains all right, title, and interest in all intellectual property, trade secrets, patents, copyrights, trademarks, know-how, technical data, motion-control kinematics, firmware, software, and industrial designs embodied in or used to make the products. No license is granted except the license to use software and firmware in Section 5.2.

12.2 Prohibitions. Buyer shall not directly or indirectly: (a) modify, disassemble, decompile, or reverse engineer any product, component, positioning stage, actuator, driver, or firmware, except to the extent applicable law expressly permits despite this restriction; (b) remove, obscure, or alter any patent markings, copyright notices, serial numbers, or proprietary legends; or (c) use Seller's proprietary technology or designs to manufacture or assemble competing products. Buyer shall impose the same restrictions on any party to which it resells or transfers the products.

12.3 Buyer-Directed Indemnification. If any product is manufactured or modified to Buyer's designs, specifications, instructions, or drawings, Buyer shall defend, indemnify, and hold harmless Seller and its officers, managers, members, employees, and affiliates from all liabilities, claims, suits, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from any actual or alleged infringement of any third party's patent, copyright, trademark, trade secret, or other proprietary right.

13. Restricted Applications

13.1 Not Designed for High-Risk Use. Unless Seller expressly agrees in a signed writing, the products are not designed, tested, or certified for use in: (a) medical devices that diagnose, treat, or sustain human life, or in-vitro diagnostic systems subject to regulatory clearance; (b) life-support or safety-critical systems; (c) nuclear facilities; (d) aircraft, spacecraft, or other flight-critical systems; or (e) weapons or military end uses (together, "Restricted Applications").

13.2 Buyer Responsibility. Buyer is solely responsible for determining the suitability

of the products for its application and for obtaining any regulatory approvals for its end products. If Buyer uses or resells the products in a Restricted Application without Seller's written agreement, Buyer assumes all risk and shall defend, indemnify, and hold harmless Seller from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from that use.

14. Export Compliance (EAR, ITAR, Sanctions)

14.1 Compliance. Products, technical data, software, and services furnished by Seller may be subject to United States export control laws, including the Export Administration Regulations (EAR, 15 C.F.R. Parts 730-774), the International Traffic in Arms Regulations (ITAR, 22 C.F.R. Parts 120-130), and sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Buyer shall not export, re-export, divert, transfer, release, or disclose any product, software, or technical data, directly or indirectly, to any country, entity, person, or end use prohibited by those laws without first obtaining all required licenses and approvals.

14.2 Buyer Representations. Buyer represents that it is not located in, organized under the laws of, or a resident of any embargoed country, and is not owned or controlled by, or acting for, any party on a U.S. Government denied-party or sanctioned-party list.

14.3 Certifications and Licenses. On request, Buyer shall provide end-use and end-user statements and any other information Seller reasonably needs for export compliance. Seller's obligations are conditioned on obtaining any required export license. Seller may suspend or cancel any order, without liability, if a required license is denied, delayed, or revoked, or if Seller reasonably believes performance would violate applicable export control or sanctions laws.

15. Governing Law, Dispute Resolution, and Venue

15.1 Governing Law. These Terms and all transactions between Seller and Buyer are governed by the laws of the State of California, without regard to its conflict-of-laws rules.

15.2 Exclusion of the CISG. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.3 Exclusive Venue & Forum. Any dispute, claim, suit, or proceeding arising out of or related to these Terms, any purchase order, or the products, whether Buyer is located in or outside the United States, shall be brought exclusively in the state or federal courts located in Orange County, California. Both parties irrevocably submit to the exclusive personal jurisdiction of those courts and waive any objection based on venue or forum non conveniens.

15.4 Interim Relief and Collections. Notwithstanding Section 15.3, Seller may seek injunctive or other interim relief to protect its intellectual property or confidential information, and may bring an action to collect unpaid amounts, in any court of competent jurisdiction.

16. Miscellaneous

16.1 Entire Agreement. These Terms, together with Seller's written quotation and Order Acknowledgment and any signed agreement described in Section 1.3, are the complete and exclusive agreement of the parties on their subject matter and supersede all prior discussions, representations, or understandings.

16.2 Product Changes. Seller may change the design, materials, or manufacturing processes of standard products without notice, provided the change does not adversely affect form, fit, or function or the published specifications.

16.3 Notices. Notices under these Terms must be in writing and are effective when delivered by hand, by recognized courier, or by email with confirmation of receipt, to the address on the most recent purchase order or Order Acknowledgment, or another address a party designates by notice.

16.4 Severability. If any provision is held invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions remain in full force.

16.5 Waiver. No failure or delay by Seller in exercising any right or remedy operates as a waiver, and no single or partial exercise precludes any further exercise.

16.6 Assignment. Buyer shall not assign, delegate, or transfer its rights or obligations under these Terms or any purchase order without Seller's prior written consent; any attempted assignment in violation of this Section is void. Seller may freely assign its rights and obligations to an affiliate or in connection with a merger, acquisition, conversion, or sale of all or substantially all of its business or assets.

16.7 Survival. Sections 3.2, 3.4, 5.3, 6, 8 through 10, and 12 through 16 survive delivery, payment, cancellation, or termination of any order.

16.8 Independent Contractors. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or fiduciary relationship.

16.9 Electronic Records. Quotations, purchase orders, acknowledgments, and amendments may be issued and signed electronically, and electronic records and signatures have the same effect as originals.