

QUOTES AND ORDERS ARE SUBJECT TO THE SAMTEC TERMS AND CONDITIONS APPEARING HEREIN

Controlling Provisions

The terms and conditions in this Agreement shall supersede any and all provisions, terms and conditions contained in or on any purchase order, confirmation order, or other correspondence or documents (“Buyer’s Documents”) of the party submitting an order or request for quotation (“Buyer”), and Samtec Inc. (“Seller”) expressly rejects any such terms of Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions stated herein. Seller makes no representations of warranties covering this order except as expressly contained herein, and these terms and conditions may not be changed or modified except by mutual written and signed agreement of the parties.

Seller manufactures catalog products built to Seller’s standards and requirements. A customer’s specific requirements and standards shall not be applicable unless they are added into and fully represented in Seller’s drawings by agreement of Seller. Notes in Buyer’s Documents stating or requesting anything to the contrary of what is identified in Seller’s drawings are nullified.

Quotations & Prices

Prices are Ex Works (EXW) the named Seller’s Manufacturing Facility per *Incoterms 2010* unless otherwise expressly agreed to in writing by the Seller. Prices are subject to change upon notification by Seller. Seller reserves the right to increase prices upon giving notice to the Buyer when processing the order and prior to accepting or sending a confirmation.

Taxes

Prices for the products specified herein are exclusive of all city, state and federal excise taxes, including, but without limiting the generality of the foregoing, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes. Buyer shall be responsible for payment of any applicable sales and/or excise taxes arising from the purchase of Products from Seller.

Delays

Performance of orders and contracts, and delivery and shipment of products are subject to, and contingent upon, delay directly or indirectly caused by, or in any manner arising from, fires, floods, accidents, riots, acts of God, war, acts of terrorism, government interference, embargoes, priorities, regulations, orders and restrictions, strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays, Seller's production schedules, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond Seller's control and Seller shall not be liable for any loss or damage suffered by Buyer arising there from.

Seller shall have the right, in the event of the happening of any of the above contingencies, at its option, to cancel this order or contract any part thereof without any resulting liability.

Partial Shipments

All shipments by Seller may be up to 10% over the exact quantity ordered by Buyer.

Seller will not charge Buyer for this overage.

Seller reserves the right to make delivery in installments, unless otherwise agreed upon in writing between Buyer and Seller.

All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries.

Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

Pricing

The total release quantity used for pricing must be requested for shipment. If multiple shipments are required, all requested shipments must be within a six month period after purchase order placement, unless specifically agreed to in writing by Seller.

Modifications in schedule made by Seller will not affect customer pricing
If shipments are cancelled or reduced in quantity requested by Buyer, Seller reserves the right to invoice at adjusted prices based on the actual shipped quantity.

Delivery & Title

Unless otherwise agreed upon in writing, in the case of domestic and export shipments, delivery of products to the common carrier or licensed trucker shall constitute delivery to Buyer at which time title shall transfer to Buyer and all risk of loss or damage in transit shall be borne by Buyer.

Cancellation; Reschedules

Seller will allow cancellations and reschedules when requested in writing submitted outside of the lead time of the part number and quantity Ordered. Charges may apply.

Application Specific/Customer Specific part numbers are special orders and must be approved by Seller prior to cancellation. Cancellation charges may apply.

Note: Lead times may change based on material availability and quantities at time of order.

Tolerance

Products furnished by Seller are to be within the limits and of the sizes published by Seller unless otherwise agreed to in writing by Seller and Buyer and subject to Seller's standard tolerance for variations.

Automotive

If Buyer uses Seller's Products without an ACD series part number in or for the automotive industry or in other applications having specific requirements, then Buyer agrees it shall not use these Products in automotive scorecard evaluations and agrees to waive Seller's obligations under TS 16949 or any customer specific requirements. Refer to Samtec's Quality page for details (<http://www.samtec.com/about-us/Quality.aspx>).

Express Product Warranty

Seller represents and warrants to Buyer for a period 6 months from the date of delivery of the Products to Buyer that (i) the Products shall conform to the Seller's specifications for the Products in force at the date of delivery of the Products to Buyer, and (ii) the

Products shall be free from material defects in materials and manufacturing. This warranty shall be for one (1) year on all Samtec optical products.

Seller's sole liability for any breach of warranty under this paragraph confirmed by Seller shall be to repair or replace, at its option and at its expense, the defective or nonconforming Products to a condition as warranted.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR COMPONENTS AND WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR LOSS OF USE) OF THE BUYER ARISING OUT OF ANY PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES CLAIMS ARE BASED IN TORT, WARRANTY, CONTRACT OR OTHER LEGAL THEORY. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

IN ADDITION, SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OBLIGATIONS IN THOSE INSTANCES WHERE THE FAILURES RESULTED FROM THE MODIFICATION OF THE PRODUCTS AND/OR COMPONENTS BY BUYER OR ITS CUSTOMER, IMPROPER HANDLING, USE OR INSTALLATION OF THE PRODUCTS AND/OR COMPONENTS BY BUYER OR ITS CUSTOMERS, OR ANY OTHER CAUSE BEYOND THE CONTROL OF SELLER.

Claims

Claims for defective products, shortages, delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer unless made in writing within five (5) days after arrival of said products.

The Buyer shall return samples when requested by the Seller to confirm a reported defect.

A Return Material Authorization from Seller shall be required for any product returned to Seller.

No claims will be considered for Products altered, defaced or upon which any additional operation has been performed, and no claims will be allowed for labor, rework, transportation or other expense incurred by the Buyer, without prior written approval of the Seller.

If the products fail to meet the warranty specified in the paragraph on Express Product Warranty above, Buyer shall not return them but shall notify Seller within the said five (5) day period, stating full particulars in support of its claim, and Seller will, at its option, either replace the products upon return of the defective or unsatisfactory material or seek to adjust the matter fairly and promptly.

SELLER DOES NOT WARRANT OR GUARANTEE THE TECHNICAL ADVICE GIVEN BY IT IN CONNECTION WITH THE INSTALLATION OR THE USE OF PRODUCTS SOLD HEREUNDER.

Limitation of Liability

IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTIES FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS AND/OR COMPONENTS, LOST PROFITS, LOSS OF USE, LOSS OF DATA, INSTALLATION COSTS OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF ANY PERFORMANCE OF THIS WARRANTY, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Patents

Buyer agrees to defend, protect, indemnify and save harmless Seller against all suits at law or in equity and from all damages, claims, legal fees and costs, and demands for actual or alleged infringement of an United States or foreign patent and to defend any suit or actions which may be brought against Seller for any alleged infringement resulting from Buyer's

- (a) use of Product(s) in combination with any other products not provided by Seller,
- (b) any alteration or modification of the Products(s) not undertaken or authorized by Seller,
- (c) Seller's compliance with Buyer's specifications, or

(d) Buyer's failure to comply with Seller's instructions regarded as necessary to render the Product(s) non-infringing.

Intellectual Property

The sale of products hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by Seller. Buyer agrees to not infringe, directly or indirectly, any intellectual property rights of the Seller. Seller shall own all intellectual property rights in technology developed by Seller. Jointly developed intellectual property shall be agreed upon in writing and signed by both parties.

Jointly developed intellectual property shall be jointly owned by Buyer and Seller. Neither party shall have a right to sublicense it to third parties without the other joint-owner's written agreement.

Changes in Specifications or Drawings

All additional expense to Seller due to changes in specifications or drawings which have been approved by Seller and for any products furnished in addition to that herein specified, shall be added to the purchase price and paid by Buyer. Where tooling and/or engineering charges are quoted, such tooling remains property of Seller, unless otherwise negotiated and agreed. On all tooling designed in whole or part by Seller, we reserve the right to use such design on any tool for any other customer.

Seller's Right of Possession

In addition to all rights Seller possesses, Seller shall have the right for credit reasons or because of Buyer's default or defaults, to: withhold shipments, in whole or in part; to stop products in transit and redirect the same, either before or after delivery; and to retake into general inventory all Products which may be stored with Seller for Buyer's account, without the necessity of taking any other action or proceedings.

Buyer acknowledges and consents that all products so withheld, stopped in transit, or retaken after delivery shall become the absolute property of Seller, provided that Buyer is given full credit therefor.

Payment Terms and Revocation of Credit

Invoice payment terms shall be Net 30 days from invoice date unless otherwise agreed upon in writing by Seller and Buyer. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery.

Insurance

Seller shall maintain insurance coverage as required by applicable law.

Reservation of Rights

Payment by Buyer of any "partial tooling charge" or other similar expense shall not vest any right or title in Buyer, and Seller shall have unrestricted right and authority to produce, use and/or sell identical machinery or products to others.

Export Compliance

Buyer hereby agrees to comply fully with all applicable U.S., E.U. and other National sanctions and export control laws and regulations, including without limitation those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Department of State, ITAR Regulations, and the U.S. Commerce Department's, Bureau of Industry and Security. Specifically, Buyer covenants that it shall not -- directly or indirectly -- sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any product, services, software, source code, or technology (collectively, "Products") received from Seller under this Agreement to any person, entity, or destination, or for any activity or use prohibited by the laws or regulations of the United States without obtaining prior authorization from the competent government authorities, including but not limited to the Dept. of State and/or Dept. of Commerce, as required by those laws and regulations.

To the extent required under U.S. law, Buyer further covenants to screen all customers and business partners against all relevant U.S., EU and Canadian Government lists of persons denied export privileges or otherwise subject to trade, export, or financial sanctions, including without limitation the U.S. Treasury Department's OFAC list of SDN, U.S. Department of Commerce "BIS" Denied Persons List and Entity List, U.S. State Department DPL, The Canadian DPL, and the EU Consolidated List before providing or agreeing to provide any Products to any person

Default

Buyer shall be deemed in material default upon its: failure to pay any due amounts; seeking to cancel delivery or refusing delivery of ordered products other than as specifically allowed hereunder; or otherwise failing to perform any of its obligations hereunder. In the event of a material default by Buyer, Seller may, upon written notice: (a) suspend its performance and withhold shipments in whole or in part; (b) terminate this Agreement; (c) declare all sums owing to Seller immediately due and payable; and/or (d) recall products in transit, retake the same and repossess any products held for Buyer without the necessity of other proceedings and Buyer agrees that all products so recalled, taken or repossessed shall be the property of Seller, provided that Buyer is given credit therefor. Application of any remedies hereunder shall not preclude, limit or waive any other remedies available to the Seller in law or equity. In the event of default in payment of the purchase price, Buyer agrees to pay Seller's reasonable attorney fees and costs incurred in Seller's enforcement thereof.

Governing Law

All questions concerning the validity, operation, interpretation, and construction of these Terms and Conditions shall be governed by and determined in accordance with the laws of the State of Indiana, with exclusive jurisdiction in courts located in Floyd County, Indiana, USA, without regard or application of any conflict of law principles and/or the United Nations Convention on Contracts for the International Sale of Goods.

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