

Sol Components, LLC

TERMS AND CONDITIONS OF SALE

1. **TERMS AND CONDITIONS.** All sales by Sol Components, LLC (“**Seller**”) are solely subject to these Terms and Conditions of Sale (these “**Terms**”). Seller’s acceptance of your (“**Buyer**”) order is expressly contingent on your acceptance of these Terms and Seller rejects any terms or conditions different from, additional to, or conflicting with these Terms, unless set forth in a writing signed by a corporate officer of Seller. Any amendment to, waiver, modification, or deletion of any of Seller’s terms shall be void unless accepted in a writing signed by a corporate officer of Seller. Buyer’s acceptance of these Terms is conclusively presumed by: (a) Buyer’s submission of a credit application to Seller; (b) Buyer’s execution of any other document containing these Terms; or (c) Buyer’s acceptance of a delivery of products from Seller or performance of services performed by or on behalf of Seller.

2. **PRICES.** All prices may be adjusted to conform to Seller’s prices in effect as of the date of shipment. All prices proposed by Seller to Buyer are confidential information of Seller and Buyer shall take all reasonable actions to keep such prices confidential. Disclosure of Seller’s prices to any third party for any reason whatsoever (other than as required by law or directly in connection with purchase of materials hereunder) is expressly prohibited.

3. **TAXES.** Unless otherwise indicated, Seller’s prices do not include any taxes, tariffs, duties, or other fees due or payable on account of the transactions between Buyer and Seller, and all such expenses shall be paid by Buyer.

4. **PAYMENT.** Buyer agrees to pay for all materials purchased from Seller on a net30 basis. If payment is not made when due, Buyer shall pay late fees at the rate of 1.5% per month (18% per annum) or the maximum lawful rate, whichever is less. Any deviation after placement of order, including but not limited to changes in quantity or partial releases, will be subject to a price increase and/or additional freight charges.

5. **SHIPPING AND RISK OF LOSS.** All sales are made FOB (Point of Shipment). Title and risk of loss shall pass to Buyer upon delivery to the carrier at point of shipment. All labor or mechanical facilities required to unload shall be provided by Buyer without any cost to or labor from Seller.

6. **DELIVERY.** Any and all delivery dates given by Seller are estimates only. Seller will make a good faith effort to complete delivery as indicated. Seller assumes no responsibility or liability and Seller will not accept any backcharge for losses or damages due to delay or inability to deliver.

7. **DELAY.** Seller shall not be liable to Buyer for any failure to perform, failure to deliver or for any delay in delivery due to an Act of God, act or omission of Buyer, any actions, events, conditions, inactions or any other cause beyond Seller’s reasonable control. In the event of any such delay, the date for performance or delivery shall be extended for a period equal to the time lost by reason of delay.

8. **STORAGE FEES.** If Buyer postpones delivery for more than thirty (30) days, Buyer agrees to pay reasonable storage fees.

9. **SHORTAGES AND/OR DEFECTIVE OR DAMAGED PRODUCTS.** Any claim for alleged shortages and/or defects or damage to products received by Buyer from Seller must be reported by Buyer to Seller in writing within thirty (30) days of delivery.

10. **CANCELLATION AND RETURNS.** Buyer may not cancel any order for work-in-process or return any products without Seller’s express written consent. Any cancellation authorized by Seller shall be subject to a cancellation charge of at least fifteen percent (15%). The amount of credit, if any, allowed to Buyer for returned goods shall be at the sole discretion of Seller. Used goods, processed material or specially manufactured materials may not, under any circumstances, be returned to Seller.

11. **WARRANTY DISCLAIMER.** ALL PRODUCTS SOLD ARE PROVIDED “AS IS.” EXCEPT FOR WARRANTY OF TITLE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES OF EVERY TYPE AND KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DEFECTS IN DESIGN, MATERIALS, OR WORKMANSHIP, AND ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. SELLER IS NOT A MANUFACTURER OF THE PRODUCTS BEING SOLD HEREUNDER.

12. **BUYER’S EXCLUSIVE REMEDY/SELLER’S LIMIT OF LIABILITY.** BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ABSOLUTE LIMITATION OF LIABILITY IN CONNECTION WITH ANY LAWSUIT, CLAIM OR CAUSE WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS TRANSACTION, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF RECOVERY, SHALL IN ALL CASES BE STRICTLY LIMITED, AT SELLER’S SOLE OPTION, TO EITHER: (a) CREDIT OR REIMBURSEMENT UP TO THE AMOUNT OF THE PURCHASE PRICE OF THE RELEVANT PRODUCT(S); OR (b) REPAIR OR REPLACEMENT OF ANY ALLEGED NONCONFORMING PRODUCT(S). IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO BUYER OR ANY THIRD PARTY. All actions against Seller arising out of or related to this transaction, whether based on contract, tort or any other legal theory of recovery, must be commenced within

the applicable statutory period, but in no event more than one (1) year from the date of Seller’s delivery or performance.

13. **CALIFORNIA PROPOSITION 65 WARNING; OSHA.** Seller’s products are not hazardous per OSHA guidelines. However, fabrication processes may result in the formation of fumes, dust, and/or particulate containing nickel, copper, chromium, cobalt, zinc, cadmium, and/or other chemicals known by the State of California to cause cancer, birth anomalies, or other reproductive harm. Safety Data Sheets (“**SDS**”) for OSHA-defined hazardous substances are available from Seller. Seller makes no warranty with respect to the accuracy of the information or suitability of recommendations in an SDS and disclaims all liability thereto.

14. **IMPROPER USE AND INDEMNITY.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney’s fees), whether for personal injury, property damage or other, brought by or incurred by Buyer, Buyer’s employees, or any other person, arising out of improper selection, improper application, or other misuse of products purchased by Buyer from Seller.

15. **IP INFRINGEMENT.** If any material is furnished to Buyer’s specifications, Buyer shall defend, indemnify, and hold harmless Seller and its officers, directors, employees, agents, shareholders, affiliates, and their respective successors and assigns from or against any and all claims, liabilities, fines, penalties, fees, costs and expenses, including, without limitation, reasonable attorney’s fees, resulting from or in connection with any claim of intellectual property infringement related to such specifications.

16. **EXPORT LAWS; FORCED LABOR.** Seller’s obligations are subject to all export control laws and regulations of the U.S. Government, including but not limited to the Export Administration Regulations (EAR). Buyer shall comply fully with all such laws and regulations in the export, resale, or other disposition of the products. By accepting these Terms, Buyer represents that it is not a resident or citizen of any country embargoed by the U.S. Buyer agrees not to use forced labor, including convict labor, indentured labor, or child labor, in violation of US laws, including Section 307 of the Tariff Act of 1930 and the Uyghur Forced Labor Prevention Act (UFLPA).

17. **CREDIT APPROVAL.** Performance of any work and all shipments is subject to the approval of Seller’s Credit Department. Seller, in its sole discretion, may, at any time and for any reason, decline to perform any work or make any shipment, prior to the receipt of payment or adequate assurances of payment.

18. **NON-WAIVER BY SELLER.** Any waiver of any term, provision or other condition by Seller, whether by conduct or otherwise, shall not be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition hereof.

19. **SOLVENCY.** Buyer hereby represents and warrants to Seller that Buyer is solvent and has the ability to pay its debts in the ordinary course as and when such debts are due and payable. Buyer acknowledges and agrees that each purchase order, request, or change order shall constitute a reaffirmation of Buyer’s representation of solvency as of the date of same, which shall be deemed to grant to Seller the maximum right of reclamation available at law or in equity under either under the Uniform Commercial Code or any other applicable state law, or in any bankruptcy or insolvency proceeding.

20. **SET-OFF.** Seller is authorized to apply any sums now or hereafter owed to Buyer or any person or entity affiliated with Buyer toward the payment of any monies due Seller hereunder.

21. **GOVERNING LAW.** This transaction shall be governed in all respects by the laws of the State of Delaware, without regard to principles of conflicts of law. The laws of the State of Delaware shall be applicable to all disputes arising under this transaction and these Terms. Buyer agrees and acknowledges that venue, at the sole election of Seller, shall be either: Sacramento County, CA or the county and state from which the Seller products were shipped. EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS TRANSACTION AND/OR THE RELATIONSHIP BETWEEN SELLER AND BUYER.

22. **ATTORNEYS’ FEES.** In the event that Seller institutes a legal proceeding against Buyer, whether based in contract, tort, or another legal theory, Seller shall be entitled to recover its costs and expenses, including reasonable attorneys’ fees, from Buyer.

23. **SEVERABILITY.** If any term or condition herein, or the application thereof, is deemed invalid or unenforceable, the remainder of these Terms shall not be affected thereby, and all such terms shall be valid and enforced to the fullest extent permitted.

24. **GOVERNMENT END-USE.** In the event this sale is for a government end-use project, Buyer shall comply with all applicable FAR and DFAR regulations as required by law.

25. **ENTIRE CONTRACT.** These Terms constitute the entire understanding between the parties with regard to the subject transaction and supersede all prior negotiations, discussions, and preliminary agreements, written or oral. Buyer has not relied on any promises or representations made by Seller as an inducement to enter into the subject transaction except as set forth in these Terms.