

## TERMS AND CONDITIONS OF SALE

Laxmi Electronics Moulds and Precision Engineering Private Limited (“**Laxmi**”), Yamini Automation Private Limited (“**Yamini**”), and/or Innovative Rubber & Plastics, LLC (“**Innovative Rubber**”, and together with Laxmi and Yamini, “**Sellers**” and each a “**Seller**”) has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain goods (“**Goods**”) more specifically described in Seller’s quotation (the “**Quote**”) to which these Terms and Conditions of Sale (“**Terms**”, and together with the Quote, the “**Agreement**”) are attached. The sale of the Goods by Seller to Buyer shall be governed by these Terms and they shall be binding upon both Buyer and Seller.

1. Controlling Terms and Conditions. The Agreement shall constitute the entire agreement between Buyer and Seller with respect to the purchase and sale of the Goods. The submission by Buyer of any purchase orders, and the terms and conditions set forth therein, shall not be considered an offer, or otherwise act in any way, to amend, modify, alter, or terminate these Terms. Without limiting the foregoing, (a) these Terms shall control in the event of any conflicting or inconsistent terms and conditions set forth in any purchase order submitted by Buyer, and (b) Buyer agrees that Seller will be selling the Goods based on and in reliance upon Buyer’s agreement to all of the terms and conditions set forth herein. Seller’s performance or shipment of the Goods shall not be deemed an acceptance of any provision of an offer, expression of acceptance, confirmation, or any other communication from Buyer, including, without limitation, any purchase orders submitted by Buyer, which is different from, inconsistent with, or in addition to these Terms. Without limiting the foregoing, Seller objects to and is not bound by any term or condition on, in or attached to any purchase order, offer, expression of acceptance, confirmation, or any other communication from Buyer which is different from, inconsistent with, or in addition to these Terms and any such terms and conditions proposed by Buyer are hereby expressly rejected.

2. Prices. The price of the Goods (the “**Purchase Price**”) shall be as reflected in and agreed to by the parties in the Quote; provided, however, all Purchase Prices are quoted in, and all amounts are payable in, U.S. dollars and Seller has the right to adjust Purchase Price based on shortage of raw materials. If transportation charges are included in the Purchase Price, any changes in transportation charges shall be to Buyer’s account. Unless otherwise stated herein, Seller shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of the Goods or upon any delivery, or other action taken under the Agreement, or if any change shall be made in the carrier or railway classification of such Goods or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by Buyer.

3. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller’s invoice. Buyer shall make all payments hereunder in U.S. dollars by wire transfer or ACH payment.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.



(c) Buyer may not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

#### 4. Shipping.

(a) Unless otherwise stated in the Quote, the shipment terms shall be FCA (Incoterms® 2020) loaded Seller's facility (the "**Delivery Point**"). Delivery occurs and title and risk of loss passes to Buyer when Seller places the Goods at the disposal of Buyer at the Delivery Point. All claims for damages incurred during shipment, whether to person or property, shall be made by Buyer directly to its Carrier (as that term is defined by Incoterms® 2020), including any claims arising from the failure of the Carrier to comply with federal, state and local weight and/or size limitations. In the event that Seller arranges for a Carrier to ship the Goods to Buyer, Buyer acknowledges that such arrangement is for Buyer's benefit and does not impact the passage of title or risk of loss, and Buyer releases Seller for any claims, whether to person or property, arising out of the shipping of the Goods sold. Buyer further acknowledges that Seller's weighing of the Goods is not for the purpose of determining conformity of the shipment with local, state or federal laws or conformity with any permit issued to the Carrier.

(b) As collateral security for the payment of the Purchase Price, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

#### 5. Shipment Schedule; Inspection.

(a) Shipment schedules are approximate and are based upon market and production conditions at the time of Seller's acceptance of Buyer's order. Seller shall in good faith attempt to have the Goods available for shipment by the date specified on Seller's Quote. Buyer agrees, however, that Seller shall not be liable for any delay in or failure to have the Goods available for shipment hereunder for any reason whatsoever.

(b) Buyer shall arrange with Seller to inspect the Goods at Seller's facility prior to shipment. If, upon inspection by Buyer, the Goods shall appear not to conform to the Agreement, Buyer shall immediately notify Seller of such condition and afford Seller a reasonable opportunity to inspect the Goods and to correct any such nonconformities.

#### 6. Limited Warranty.

(a) Seller warrants to Buyer that the Goods will materially conform to the specifications set forth in the Quote, and will be free from material defects in material and workmanship, at the Delivery Point.

(b) **EXCEPT AS SET FORTH IN SECTION 6(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(c) To the extent any products manufactured by a third party (“**Third Party Product**”) are contained in, incorporated into, attached to, or packaged together with the Goods, such Third-Party Products are not covered by the warranty set forth in Section 6(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) Seller shall not be liable for a breach of the warranty set forth in Section 6(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within thirty (30) days of the date when Buyer receives the Goods; (ii) Seller is given a reasonable opportunity after receiving the warranty notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller’s place of business at Seller’s cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer’s claim that the Goods are defective.

(e) Seller shall not be liable for a breach of the warranty set forth in Section 6(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 6(d) and Section 6(e) above, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part); or (ii) credit or refund the Purchase Price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller’s expense, return such Goods to Seller.

(g) **THE REMEDIES SET FORTH IN SECTION 6(f) SHALL BE BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELLER’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 6(a).**

7. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

8. Intellectual Property Rights. Buyer acknowledges and agrees that Buyer is solely responsible for the design of the Goods, that Seller does not provide product design services, and that Seller has not participated in or contributed to the design or development of the Goods. Between the parties, Buyer shall own all rights, title, and interest in and to the intellectual property rights in the Goods. To the extent necessary for performance of this Agreement, Buyer hereby grants Seller a limited, non-exclusive, royalty-free license to manufacture, sell, and deliver the Goods to Buyer.

9. Buyer's Representations and Warranties. With respect to the Goods, Buyer hereby represents and warrants to Seller that:

(a) Buyer owns and possesses all right, title, and interest in and to any intellectual property rights incorporated into or embodied by the Goods, or has a valid, enforceable, written license to manufacture, sell, and use the Goods;

(b) Buyer has the right to grant the rights, licenses, and covenants granted to Seller under this Agreement, and the licenses granted under this Agreement will not violate any contract or license Buyer has with a third party;

(c) the manufacture, importation, sale, or use of the Goods does not and shall not infringe the intellectual property rights of any third party;

(d) Buyer has not received any communication from any third party containing any allegation that the manufacture, sale, or use of the Goods infringes such third party's intellectual property rights; and

(e) no action, suit, or proceeding is pending, or has been threatened, against Buyer with respect to the Goods.

10. Indemnification by Buyer. To the fullest extent permitted by law, Buyer hereby agrees to indemnify and hold harmless Seller, its affiliates, and their respective officers, directors, employees, members, managers, shareholders, agents, and customers from and against all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) (each a "**Claim**"), to the extent such Claim arises from or relates to: (a) the negligent design of the Goods, (b) the infringement of any third party's intellectual property rights as a result of the manufacture, sale, importation, or use of the Goods, (c) the breach of any of Buyer's representations, warranties, and covenants set forth herein, or (d) the negligence, recklessness, or willful misconduct of Buyer, its affiliates, or their respective officers, directors, employees, members, managers, shareholders, or agents.

11. Insurance. For a period of twelve (12) months after the date of the Agreement, Buyer 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) in a sum no less than One Million Dollars (\$1,000,000) with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances, including, without limitation, all applicable intellectual property laws. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Buyer. Buyer



assumes all responsibility for shipments of Goods requiring any government import or export clearance. Seller may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Waiver. No waiver by Seller of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement is confidential, shall be used solely for performing the Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, sabotage, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

17. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Agreement.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement 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.

19. No Third-Party Beneficiaries. The Agreement is 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.

20. Governing Law. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Indiana.

21. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to the Agreement 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 the City of Fort Wayne and County of Allen, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

22. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the Quote or to such other address as may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Indemnification by Buyer, Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

25. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

26. Entire Agreement. The Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.