**Bimba® LLC Standard Terms and Conditions of Sale**

Any order by a person (“Buyer”) for goods (an “Order”), if accepted, is accepted subject to these Bimba LLC Standard Terms and Conditions of Sale (“T&Cs”), which are incorporated into any acceptance, acknowledgement, invoice and other document issued by Bimba LLC or one of its wholly-owned subsidiaries(“Seller”) in response to such Order (each a “Response”), and any reference thereto shall include these T&Cs. No waiver, alteration, or modification of these T&Cs shall be valid unless expressly agreed to in writing by Seller. The T&Cs constitute the entire agreement between the parties and any different, additional or conflicting terms or conditions set forth in Buyer’s purchase order or any other document issued by Buyer are expressly objected to by Seller and the terms hereof, including those contained in the applicable Response, shall exclusively govern the purchase and sale of the goods covered by the Response unless there is another manually signed agreement between the parties, which shall control to the extent there is a conflict between the terms of such agreement and these T&Cs.

1. Payment Terms. Net 30 days from the date of invoice. Buyer agrees that any overdue amounts may be subject to a late payment charge on the overdue balance of 1.5% per month or such lesser amount as is the maximum rate of interest allowed by law. Buyer shall pay any and all reasonable costs, including attorneys’ fees, incurred by Seller while collecting any delinquent balance. Debit memos are not accepted.

2. Price. The Seller list or quoted price, which is subject to change without notice. Prices do not include shipping and handling or sales taxes, if applicable, which will be added to the total invoice price. Buyer is responsible for the payment of the item, any shipping and handling, and any state and local sales or use taxes that may apply to the Order. If Buyer has tax exempt status, Buyer is required to fax or mail a resale certificate or manufacturing exemption certificate to Seller. The goods are invoiced at prices in effect on date of shipment.

3. Delivery Terms. All goods are sold FOB at Seller’s facility (“Shipping Point”). Seller’s obligation to deliver the goods shall be fulfilled when it has delivered the same in good condition to a carrier at the Shipping Point. Unless otherwise specified, Buyer shall pay or reimburse Seller for all transportation, freight, insurance, loading, packaging and handling charges, taxes, duties, fees, storage, and all other charges applicable to the goods. Buyer shall not be responsible for any taxes based on Seller’s income. Buyer shall insure each shipment of goods with a reputable insurer for 110% of the full invoice value of such shipment and shall name Seller as an additional insured. Dates for delivery are estimates, not guarantees, and are determined from the date of Seller’s receipt of a written purchase order. Overtime and other expenses incurred to hasten delivery at Buyer's request shall be added to the quoted prices and paid by Buyer. Shipment of goods ready for delivery can be deferred beyond the date for delivery only with Seller's written consent.

4. Title/Security. Title to the goods shall be retained by Seller, as a vendor’s lien, until such goods are paid for in full by Buyer. Buyer hereby grants Seller and Seller hereby reserves a purchase money security interest in and to the goods sold to Buyer together with all proceeds thereof to secure Buyer’s performance and payment. Buyer agrees upon Seller’s request to do all acts and execute all documents reasonably necessary to assist Seller’s perfection and maintenance of any such security title and right of possession, including, but not limited to, executing and filing documents with the appropriate governmental agency.

5. Orders. Buyer shall submit a purchase order (“Purchase Order”) for the goods and/or services which shall, at a minimum, include: (a) part number of the goods ordered; (b) quantity; (c) price of the goods and/or rate for services; (d) requested delivery date; (e) shipping instructions and shipping address, including a statement that the goods will be shipped “FOB Shipping Point” and if the Purchase Order states otherwise, the shipping terms shall be FOB Shipping Point; and (f) a description of any services. All Purchase Orders are subject to acceptance by Seller. Buyer shall be responsible for all additional costs resulting from errors made in connection with telephone or hand- written Purchase Orders accepted by Seller and any errors related to such a Purchase Order must be disputed within 72 hours from Seller’s receipt of the Purchase Order. Confirming Purchase Orders are not accepted by Seller. If such a confirming Purchase Order is sent to Seller, it may be treated as an original open Order and duplicated. Seller will not be responsible for expenses or inconveniences incurred thereby. If Buyer’s Order is in the form of a blanket Purchase Order, Buyer agrees that each release shall be treated as a separate sales transaction hereunder, that all releases shall be non-cancelable and, unless agreed in writing by Seller, all releases under such blanket Purchase Order shall be accepted by Buyer within 12 months of Seller’s Order acknowledgement. If the aggregate purchase price of goods pursuant to a Purchase Order is under $200, or such other amount that is agreed to from time to time by the parties, then the cost of such goods shall be rounded up to that minimum order value.

6. Order Cancellation/Amendment. Please reference the policy for Order cancellation or amendment set forth at [Bimba-Order Cancellation](https://www.bimba.com/en/support/support/policy-regulations/cancellation-policy).

7. Acceptance. Buyer shall conduct any incoming inspection tests on the goods within 10 days of delivery. In the event of any shortage, damage or discrepancy in or to a shipment of goods or pricing discrepancies, Buyer shall promptly give notice, but in no event later than within 30 days of delivery, thereof to Seller and shall furnish such written evidence or other documentation as Seller reasonably may deem appropriate. If such evidence indicates, in Seller’s reasonable judgment, that such shortage, damage or discrepancy existed at the time of delivery of the goods to the carrier, Seller shall promptly deliver additional or substitute goods to Buyer; provided, however, that Seller may, in its sole discretion, require Buyer to return all damaged goods prior to delivery of substitute goods. If Buyer shall fail to timely give Seller such written notice, the goods shall be deemed to conform to the warranty and Buyer shall be deemed to have accepted the goods and shall pay for the goods in accordance herewith.

8. Termination. Seller shall have the right to cancel for default hereunder all or any part of Buyer’s order. This right of cancellation is in addition to and not in lieu of any other remedies which Seller may have in law or equity.

9. Returns. Buyer may return items under the terms of the warranty at any time within the Warranty Period for review. Unused items can be returned for credit and will be subject to a restocking charge as set forth at [Bimba-Returns](https://www.bimba.com/en/support/support/policy-regulations/ecommerce-restocking-policy). All items submitted for return must have a Return Goods Authorization (RGA) number from Seller’s Customer Service. Buyer must provide a brief description of the return reason/problem and provide return contact information. Buyer shall send the goods with proper packaging material to avoid shipping damage to the address herein. The RGA number must be clearly written on the outside of the package.

Seller is not responsible for any shipping charges or damages for the return of the goods to Seller. It is the responsibility of the Buyer to provide for all shipping, handling and insurance charges. Seller will evaluate and process the return claim in a timely manner and provide Buyer notice of the good’s disposition.

10. Specifications. Goods enhancements resulting from continuing quality improvement efforts may necessitate changes in goods specifications without notice. Buyer shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations or requests provided to Seller by Buyer or any of its agents are accurate and suitable. Seller’s examination or consideration of any such specifications, drawings, information, advice, recommendations or requests shall not result in any liability on the part of Seller.

11. Seller Warranty. All Seller goods, including but not limited to cataloged standard goods are warranted against defects in workmanship or material under normal conditions and usage for a period of time from the date of shipment (“Warranty Period”). The Warranty Period identified for this good is on the Product Warranty Schedule set forth at [Bimba-Warranty](https://www.bimba.com/en/support/support/policy-regulations/warranty) and in effect as of the date of this Order. Seller goods that have been repaired at the Seller factory carries a warranty against defects in workmanship and materials for a period of one year from the date of shipments. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR NONINFRINGEMENT, AND NO EXPRESS OR IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE AND NO OTHER EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, ALL OF WHICH HAVE BEEN EXPRESSLY DISCLAIMED. SELLER MAKES NO WARRANTY AS TO THE APPROPRIATENESS OF THE GOODS AS AN INTEGRAL PART OF ANY SUB-ASSEMBLY OR ASSEMBLY, OR OTHER PRODUCT. THIS WARRANTY DOES NOT EXTEND TO ANY GOOD WHICH HAS BEEN SUBJECT TO ALTERATION, MODIFICATION, OR REPAIR BY ANYONE OTHER THAN SELLER OR EXPRESSLY AUTHORIZED BY SELLER IN WRITING, MISUSE, TAMPERING, ACCIDENT, ABUSE, NEGLECT, NORMAL WEAR AND TEAR, ABNORMAL USE, IMPROPER MACHINING, IMPROPER INSTALLATION, IMPROPER STORAGE, IMPROPER MAINTENANCE OR OTHER APPLICATION IN A WAY THAT DOES NOT MEET THE NORMAL USE OF THE GOODS OR IS AT VARIANCE FROM DOCUMENTED SPECIFICATIONS, DRAWINGS AND TEST PROCEDURES. SELLER’S LIABILITY WITH RESPECT TO THE GOODS PROVED TO ITS SATISFACTION TO BE DEFECTIVE SHALL BE LIMITED TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE, AT SELLER’S ELECTION, AND IN NO EVENT SHALL SELLER’S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ALL LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, AND DAMAGES FOR LOST PROFITS OR OTHER FORMS OF ECONOMIC LOSS. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, COMPENSATORY OR CONTINGENT DAMAGES WHATSOEVER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Buyer Warranty. Buyer shall provide a no defect in materials or workmanship warranty with respect to each good sold to an end customer for a period not less than the then remaining warranty period related to such good and afforded to Buyer pursuant to Section 11 (Seller Warranty) above. Except with respect to the remedies provided by Seller to Buyer under Section 11, any other warranties or representations, or remedies for breach thereof, which Buyer may provide to its end customers shall be the sole responsibility of Buyer, and Seller shall not be bound thereby. Unless Buyer receives Seller’s prior written consent, Buyer will not sell Seller’s goods to end-users or intermediaries that sell to end-users that will use or sell the goods in a nuclear or in an aircraft application or for any other application that Seller may notify Buyer of in writing.

13. Damages Amount Limitation. Other than as set forth in Section 16 (Buyer Indemnification) and any breaches of Section 18 (Confidentiality) hereof, each party’s cumulative liability for damages to the other party for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including, but not limited to, negligence, shall be limited to the total contract price of the goods sold hereunder, plus or minus, as applicable, the amounts of all unpaid accounts payable and receivable between the parties, if any.

14. Consequential Damages Limitation. In no event shall Seller’s liability of any kind include any special, indirect, incidental or consequential loss or damage, even if Seller shall have been advised of the possibility of such potential loss or damage.

15. Sole Remedy. The sole and exclusive remedy for breach of any non-warranty obligation of Seller and the sole remedy for Seller’s liability of any kind (including liability for negligence) with respect to the goods and services provided to Buyer shall be to use all commercially reasonable efforts to promptly cure such breach. Buyer must commence any suit for a cause of action arising hereunder within one year from the date in which the facts that gave rise to the cause of action first occurred.

16. Buyer Indemnification. Buyer shall hold harmless, indemnify and defend (at Seller’s request) Seller for any and all damages, liabilities, costs and expenses (including any costs of litigation, including but not limited to, attorneys’ fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, or suits, including, but not limited to, claims or suits by third parties, arising out of any of the following: (a) Buyer’s negligent or willful acts, or those of its employees and/or agents, (b) such goods being repaired or altered by persons other than Seller (unless expressly authorized in writing by Seller), (c) in the event that Buyer modifies, or combines with any non-Seller goods, any of the goods purchased from Seller, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of any third party, (d) from goods produced by Seller according to Buyer’s specifications, (e) any violations of export control laws by Buyer, or (f) Buyer’s breach of any provision in these T&Cs.

17. Seller Intellectual Property Indemnification. Seller will defend, indemnify and hold harmless Buyer from and against any and all loss, damage, cost or expense (including reasonable attorney’s fees) arising as a result of any claim that the goods sold hereunder infringe any third-party U.S. patent, copyright, trademark, trade secret or other intellectual property right.

18. Confidentiality. “Confidential Information” means any of Seller’s business information, specifications and all related writings, drawings, designs and similar works or any other information which is disclosed by Seller and labeled or marked as confidential, proprietary or its equivalent, or oral or visual information that is designated confidential, proprietary or its equivalent at the time of its disclosure. All Confidential Information shall be the exclusive property of Seller, and Seller retains all its right, title and interest. Buyer agrees to use Confidential Information for the exclusive purpose of performance under the Purchase Order and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of Seller or completion of the Order, Buyer shall return all Confidential Information to Seller and provide certification of such return.

19. Tooling. Charges made for tools, dies, gauges, jigs, fixtures or equipment made or acquired by Seller in connection with the work do not convey title to or any proprietary interest in such tools. All such tools will remain the exclusive property of Seller.

20. Force Majeure. Seller shall not be liable for any failure to perform this agreement when such failure is due to circumstances beyond its control. Circumstances beyond the control of Seller shall be deemed to include, but shall not be limited to, acts of God, governmental action, accidents, labor trouble, and inability to obtain materials, equipment or transportation.

21. Waiver. No oral statements, recommendations or assistance given by a representative and/or distributor of Seller to Buyer or its representatives in connection with the use of the goods shall constitute a waiver by Seller of any of the provisions hereof, or affect Seller's liability herein.

22. Arbitration. Except for any action where the sole relief sought is an injunction, any controversy or claim arising out of or relating to these T&Cs, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, shall be settled by binding arbitration in the city of Seller’s choosing in the state of Seller’s business address as shown on the Response, by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

23. Miscellaneous. All provisions set forth herein regarding warranty, confidential information, indemnification, liability and limits thereon, and any other provisions that survive by their terms will survive any termination or expiration of any Response delivered in connection herewith pursuant to the terms of such sections. In the event that any provision of these terms is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be deemed stricken from these T&Cs, but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these T&Cs. Buyer represents and covenants that it has, and will continue to, comply with all laws and regulations related to the goods sold hereunder, including, but not limited to, export control laws. This sale transaction shall be governed, construed and enforced solely by the laws of the State of Seller’s business address as shown on the Response. The United Nations Convention on the International Sale of Goods shall not be applicable to these Ts & Cs. Buyer may not assign, including by operation of law, its obligations hereunder without Seller’s written consent. The relationship of Buyer and Seller is that of independent contractors.

24. Compliance with the IMI Way. Buyer acknowledges that Seller has a code of responsible business (the “IMI Way”), which is available at www.imiplc.com. Buyer shall, at all times, conduct, and cause its officers, directors, employees and/or agents to conduct, business ethically and in accordance with the provisions of the IMI Way. This Section 24 shall apply whether or not Buyer is acting pursuant to a Purchase Order or otherwise in its relationship with Seller. Buyer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Section 24 at the request of and to the satisfaction of Seller which includes, but is not limited to, Seller having the right to inspect any site where Seller’s goods are being used or sold. If Buyer fails to comply with this Section 24, Seller shall be entitled, in its sole discretion, to terminate the Purchase Order or other agreements between Buyer and Seller without penalty to Seller, but with obligations for Buyer to remedy any damages suffered by Seller as a result of such termination or as a result of the breach of the Purchase Order by Buyer.

25. **Export Controls and Related Regulations.** Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security (“BIS”) Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls (“DDTC”) Debarred Parties List. Buyer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC. Seller may terminate this Order and discontinue any ongoing supply to or business with Buyer immediately, without notice and without liability, upon Seller becoming aware that Buyer is named on any restricted party list.

26. EEO. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-250.5, and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

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708-534-8544 (outside North America)

Buyer Agrees to be bound by these T&Cs, including the purchase money security interest granted in Section 4.

Buyer’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_