

## TERMS AND CONDITIONS

1. **DEFINITIONS.** "Seller" means Setup Electronica SL. "Buyer" means the entity to which Seller's Offer is made, or the entity purchasing Goods and/or Services from Seller. "Goods" means the products, parts, materials, and/or equipment included in Seller's Offer and/or Buyer's Order. "Services" means services offered or rendered by Seller. "Offer" means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer. "Order" means Buyer's purchase order issued to Seller, or similar instrument. All references to "Seller's terms and conditions" herein mean and include (i) these "Terms and Conditions of Sale", (ii) Seller's Special Terms and Conditions, if applicable, and (iii) any other terms and conditions mutually agreed by the Parties in writing in accordance with Section 3. Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties".
2. **OFFERS.** Unless stated otherwise in writing by Seller, all Offers made by Seller shall be valid for a period of thirty (30) days from the date of such Offer. Unless accepted by Buyer within the Offer validity period, Seller reserves the right to withdraw and/or revise the Offer. The prices offered by Seller apply only to the specific quantities, specifications, statement of work, delivery schedules, and Seller's terms and conditions set forth in Seller's Offer.
3. **ACCEPTANCE OF BUYER'S ORDER.** Seller's terms and conditions herein apply to all Offers made, and all Orders accepted, by Seller. Seller's acceptance of Buyer's Order, and any changes or amendments thereto, is strictly limited to and conditioned upon Seller's terms and conditions. Unless otherwise agreed in writing by a duly authorized representative of Seller, Seller objects to and is not bound by any terms or conditions that differ from, add to, or modify Seller's terms and conditions. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer's Order and any changes or amendments thereto, does not waive any of Seller's terms and conditions specified herein. Unless Seller agrees otherwise, Buyer's issuance of an Order in response to Seller's Offer shall conclusively evidence Buyer's unconditional acceptance of Seller's terms and conditions irrespective of any different terms and conditions Buyer may offer or include in its Order. Seller's terms and conditions shall be applicable whether or not they are attached to or enclosed with Goods and/or Services sold or to be sold hereunder. Seller reserves the right to update these terms and conditions at any time effective upon posting an updated version Seller's Internet website ([www.setup-electronica.es](http://www.setup-electronica.es)); however, the terms and conditions in effect at the time Seller's accepts Buyer's Order shall apply to such Order.
4. **PRICES.** Unless otherwise agreed in writing by a duly authorized representative of Seller, all prices for the Goods and the currency of payment are stated on the face of Seller's Offer, Order acknowledgement, or invoice issued by Seller.
5. **PAYMENT TERMS.** Subject to Seller approval of Buyer's credit, payment terms for Orders shall be (i) cash in advance, (ii) certified cash on delivery, (iii) payment by credit card, (iv) payment by wire transfer, or (v) net thirty (30) days from date of invoice as stated on the face of Seller's Offer. Buyer hereby waives any right of setoff or counterclaim against amounts due Buyer from Seller. All amounts due to Seller but not paid by Buyer on the due date bear interest payable at a rate equal to the lesser of (i) one and one percent (1.0%) of the outstanding balance per month, or (ii) the maximum interest rate permitted under applicable law. Interest accrues daily on past due amounts as of the date on which such amounts become due until the date Seller receives payment from Buyer. Buyer shall also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorneys' fees and court costs.
6. **TAXES.** The amount of any present or future sales, use, excise, import duty, value added (VAT) or other tax applicable to the manufacture, sale, or lease of Goods, or the provision of Services, shall be added to Seller's invoice and shall be the sole responsibility of Buyer, unless Buyer provides Seller a valid tax exemption certificate acceptable to the applicable taxing authority.
7. **PACKING AND PACKAGING.** All Goods shall be packed and packaged in accordance with Seller's standard commercial packing and packaging methods. Any nonstandard or special packing or packaging requested by Buyer shall be at Buyer's sole expense.
8. **SHIPPING TERMS, TITLE, AND RISK OF LOSS.** Unless agreed otherwise by Seller in writing, shipping terms shall be as expressly stated in Seller's Offer. If Seller's Offer does not specify shipping terms, all domestic shipments shall be delivered F.O.B. origin at Seller's shipping dock. Seller retains a security interest and right of possession in the Goods, other than software, until Buyer makes payment in full. Seller may make partial shipments against Buyer's Order unless Buyer specifically object by providing written notice of same to Seller. Risk of loss and title to Goods shall pass upon such delivery. Unless otherwise agreed in writing, Seller shall retain title to all software delivered by Seller, or embedded in Seller's products, if applicable, and use of such software by Buyer or third parties shall be conditioned upon execution of a license agreement or confidentiality agreement between Seller and Buyer. If Seller prepays shipping, insurance, or other related charges, Buyer agrees to reimburse Seller promptly for such charges.
9. **DELIVERY SCHEDULES AND FORCE MAJEURE.** Shipping dates are approximate and require prompt receipt of all necessary Buyer-furnished information and materials, if applicable. In no event shall Seller be subject to any monetary or other penalties for failure to deliver Goods within the period of time specified on Buyer's Order. Any delay or failure of Seller to perform its obligations under Buyer's Order shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of Seller, and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority, terrorism, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, labor, equipment, transportation, or court injunction.
10. **CHANGES.** Buyer may request changes to the general scope of Buyer's Order by a written notice to Seller, provided, however, such changes shall not be effective unless and until Seller consents to such changes in writing. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of Buyer's Order, an equitable adjustment shall be made to the price and/or delivery schedule, and Buyer's Order shall be modified to reflect such change and adjustment in writing.
11. **TERMINATION FOR CONVENIENCE.** Buyer may request cancellation or termination of Buyer's Order for Buyer's convenience, in whole or in part, by providing prior written notice to Seller. Seller agrees to cooperate with Buyer in attempting to affect such cancellation or termination conditioned upon Buyer paying Seller for all Goods delivered and/or Services performed, and for all work in process, including all applicable direct and indirect costs, normal profit on such costs, settlements with suppliers, and related termination expenses. Seller reserve the right to charge a cancellation fee of five percent (5%) of the Order value for any Order cancelled by Buyer.
12. **TERMINATION FOR DEFAULT.** In the event that a Party (the "Breaching Party") is in material breach of a material provision of Buyer's Order, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. The Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate Buyer's Order. Either Party may immediately terminate Buyer's Order if the other Party is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or if an action under any law for the relief of debtors is taken.
13. **LIMITED WARRANTY.** Seller warrants that all Goods delivered under Buyer's Order shall be free from defects in material and workmanship and operate within Seller's specifications for the period set forth in the applicable warranty statement. This warranty does not apply to any Goods that, upon examination by Seller, are found to have been (i) mishandled, misused, abused, or damaged by Buyer or Buyer's customer, (ii) exposed to

extremes in temperature, humidity, physical or electrical power or transportation, (iii) altered from their original state, (iv) repaired by a party other than Seller without Seller's prior written approval, (v) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions, (vi) had their serial numbers altered or removed. This warranty does not apply to defects attributed to normal wear and tear. Buyer assumes all risk and liability for results obtained by the use of the Goods. Seller's sole and exclusive remedy for breach of any warranty shall be, at Seller's sole option, (i) repair of the defective Goods, (ii) replacement of the defective Goods, or (iii) issuance of a credit for the original price of the defective Goods. The warranty period for repaired or replaced Goods or re-performed Services shall be the unexpired portion of the original warranty period. Seller warrants that the Goods delivered under Buyer's Order do not infringe on any patent in the country where the product originated. No further patent warranty is made.

THESE EXPRESS WARRANTIES, INCLUDING THE REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. IN THE CASE OF GOODS OTHER THAN THOSE OF SELLER'S OWN MANUFACTURE, SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED.

- 14. RETURN AUTHORIZATIONS.** Buyer's return of defective Goods to Seller is subject to Seller's then current return authorization process and procedures. Buyer shall promptly notify Seller of any non-conformance or defects in Goods and provide Seller a reasonable opportunity to inspect such Goods. Goods shall not be returned without Seller's prior authorization, as evidenced by a Return Material Authorization (RMA) number issued by Seller. Once a RMA number is obtained, Buyer shall return Goods transportation and insurance prepaid in accordance with instructions issued by Seller. Failure to follow Seller's return authorization procedures may result in lost Goods, delays, additional service, restocking charges, warranty denial, or refusal of a return shipment. The RMA number must appear on the shipping label and all paperwork associated with the return. Buyer shall identify the model or part number, description, and serial number, if applicable, for each of the Goods returned along with an explanation of the non-conformance or defect. Issuance of a RMA number by Seller does not necessarily mean Seller agrees that returned Goods are defective or covered under warranty, or that Goods will be repaired or replaced at no cost to Buyer. Goods repaired or replaced under warranty shall be returned to Buyer at Seller's expense. If any Goods returned by Buyer are found not to be defective, Buyer shall be so notified and such Goods shall be returned to Buyer at Buyer's expense. If the repair or replacement of Goods is not covered by this warranty, such repair or replacement shall not be performed until and unless Buyer issues an Order to Seller authorizing such repair or replacement at Seller's then-current repair or replacement price. In addition, Seller may charge Buyer for any testing or inspection costs. In no event shall Seller retain or store returned Goods for more than six (6) months.
- 15. TOOLING.** Unless agreed otherwise by Seller in writing, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of fulfilling Buyer's Order shall remain the property of Seller.
- 16. PRODUCT SUPPORT AND INFORMATION.** Seller will provide technical advice or assistance, to the extent available, to help Buyer with use of Goods purchased from Seller. It is expressly understood that all such general advice is given free and that Seller assumes no obligation or liability for the advice given or the results obtained. All such advice and assistance is being given and accepted at Buyer's sole risk. Instruction manuals or general product documentation is available but will not be provided unless explicitly requested on Buyer's Order.
- 17. PROPRIETARY RIGHTS.** Seller shall retain all right, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, works of authorship, products, know-how, processes, techniques, and the like used or developed by Seller, its employees, and its subcontractors in connection with Buyer's Order. Buyer agrees that Seller retains all proprietary rights in and to all products, specifications, designs, discoveries, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights relating to Goods or Services. Unless otherwise identified in writing to Seller, no information or knowledge heretofore or hereafter disclosed to Seller in the performance of, or in connection with, the terms hereof, shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions, other than a claim for patent infringement, as part of the consideration hereof. All software products and software incorporated within Goods (in ROM or on internal media) is provided under license and is subject to the terms of the aforementioned license agreement. A copy of the license may be requested from Seller. Seller's licenses allow reproduction only with the equipment for which the software was originally acquired and prohibit reverse engineering, recompilation and disassembly. The software may only be used by Buyer as permitted by the applicable license.
- 18. PATENT, COPYRIGHT, AND TRADEMARK INDEMNIFICATION.** Seller shall hold harmless and indemnify Buyer against all third party claims, judgments, costs, and fees, including attorney fees, relating to infringement of any patent, copyright, trademark, or design to the extent that (i) the infringing Goods are manufactured, sold, or used, in whole or in part, pursuant to Seller's specifications, designs, drawings, or other technical data, and (ii) provided that Buyer notifies Seller in writing of any such claim as soon as reasonably practicable, and allows Seller to control, and reasonably cooperates with Seller in the defense of any such claim and related settlement negotiations. To the extent that any Goods are held by a court of competent jurisdiction or are believed by Seller to infringe or otherwise violate a third party's proprietary rights, Seller may, at its option and expense, either (i) modify the affected Goods to be non-infringing, or (ii) obtain for Buyer a license to continue using such Goods on substantially the same terms set forth herein, or, if neither of the foregoing alternatives is reasonably available to Seller, (iii) Seller may require Buyer to return the infringing Goods and all rights thereto, and refund to Buyer the price paid to Seller by Buyer for the infringing Goods. Seller shall have no obligation under this provision to the extent any claim is based on (i) modifications of Goods or deliverables by a party other than Seller or Seller's authorized representative, (ii) the combination, operation, or use of Goods with equipment, devices, software, or data not supplied by Seller, (iii) the use or installation of Goods in an environment for which Goods were not intended, (iv) Buyer's failure to use updated or modified versions of Goods provided by Seller, or (v) the negligent acts or omissions or willful misconduct of Buyer, its employees, representatives, or affiliates. This Section, and the indemnification provided herein, does not apply to any Goods manufactured, sold, or used, in whole or in part, pursuant to Buyer's specifications, designs, drawings, or other technical data. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
- 19. CONFIDENTIALITY.** Each Party (the "Receiving Party") shall keep confidential and not directly or indirectly disclose to any third party any Confidential Information, as defined herein, furnished to it by the other Party (the "Disclosing Party") in connection with Seller's Offer and/or Buyer's Order without the Disclosing Party's prior written consent. "Confidential Information" includes, but is not limited to, business, financial, statistical, and commercial information, pricing, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know how, computer programs, designs, data sheets, schematics, configurations, and drawings. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, (ii) was available on a non-confidential basis prior to its disclosure by Disclosing Party, (iii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when such source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation with Disclosing Party, or (iv) was independently developed by Receiving Party without reference to the Confidential Information, and Receiving Party can verify development of such information by written documentation.

- 20. INDEMNIFICATION.** Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, expenses, liens, claims, demands, and causes of action ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of Buyer's Order, except to the extent such Claims are contributed to by the negligence or willful misconduct of the Indemnified Party or of any third parties. Buyer agrees to indemnify, defend, and hold harmless Seller, its officers, directors, and employees for any and all Claims, including Claims asserted by third parties, related to any Goods manufactured or Services performed in whole or in part to Buyer's designs or attributed to equipment, information, or materials furnished by Buyer to Seller. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable, (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations, and (iii) reasonably cooperate with the Indemnifying Party in such defense.
- 21. LIMITATION OF LIABILITY.** Seller shall have no liability to Buyer for claims of infringement based upon (i) the use of any Goods in a fashion other than one for which it is intended or in conjunction with any product not supplied by Seller, and (ii) any Goods modified, manufactured, or designed to Buyer's specifications. Notwithstanding any other provision herein, under no circumstances shall either Party be liable to the other for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damage of an indirect or consequential nature arising out of or related to its performance under Buyer's Order, including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of Buyer's Order, warranty, negligence, or any other type of claim, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages. Each Party's total liability to the other Party arising from or related to Buyer's Order, including, but not limited to, its liability for indemnity, defense, and hold harmless obligations, is limited to no more than the amount paid by Buyer to Seller under Buyer's Order. To the extent that this limitation of liability conflicts with any other Section or provision herein, such provision shall be regarded as amended to whatever extent required to make such provision consistent with this clause.
- 22. ETHICS AND VALUES.** Seller is committed to uncompromising ethical standards, strict adherence to laws and regulations, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and values of Seller.
- 23. GOVERNING LAW AND VENUE.** The performance of the Parties, and any judicial or arbitration proceedings, shall be construed and governed in accordance with the laws of Barcelona - Spain, excepting its laws and rules relating to conflict of law. Neither (i) the United Nations Convention on Contracts for the International Sale of Goods, (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (hereinafter referred to as the "1974 Convention"), nor (iii) the Protocol Amending the 1974 Convention held at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of Seller's Offer, or Buyer's Order.
- 24. RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor. Neither Party shall have authority to bind the other except to the extent authorized herein. This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times, and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
- 25. MODIFICATIONS TO ORDER.** Buyer's Order may only be modified by written instrument signed by duly authorized representatives of the Parties.
- 26. NOTICES.** All notices given by the Parties shall be made in writing and delivered personally or sent by prepaid mail (by air-mail if the notice is being communicated internationally), or by facsimile, cable, or email addressed to the intended recipient at its address or at its electronic address.
- 27. ASSIGNMENT.** Neither Party may assign, delegate, sublicense, or transfer, whether by operation of law or otherwise, their obligations or rights hereunder without the other Party's written consent and any assignment, delegation, sublicense, or transfer (i) without such written consent is void and of no effect and, (ii) if consent is given, shall be binding upon, and inure to the benefit of the successors and assigns of the Parties. Notwithstanding this provision, Seller may, without Buyer's consent, subcontract work to be performed under Buyer's Order or assign Buyer's Order to a parent, subsidiary, or affiliate company of Seller. In addition, without securing such prior consent, Seller shall have the right to assign Buyer's Order to any successor, by way of merger or consolidation, or the acquisition of substantially all of the entire business and assets of Seller relating to the subject matter of Buyer's Order, provided that such successor shall expressly assume all of the assignor's obligations and liabilities under Buyer's Order, and provided further that Seller shall remain liable and responsible to Buyer for the performance and observance of all such obligations.
- 28. WAIVER; REMEDIES; COSTS.** None of the Sections, terms, conditions, or provisions herein shall be waived by any act or knowledge on the part of Seller, except by written instrument signed by a duly authorized representative of Seller. The waiver by Seller of any term, condition, provision, or right hereunder or the failure to enforce at any time any of Seller's terms and conditions, or any rights with respect thereto, is not a continuing waiver or a waiver of any other rights, or of any material breach or failure of performance of Buyer. The remedies herein reserved or created for Seller shall be cumulative, and additional to any other or further remedies provided at law or in equity. Seller may remedy any breach of the terms or conditions hereof without waiving the breach remedied, or without waiving any other prior or subsequent breach. Buyer shall pay all Seller's costs and expenses, including attorney's fees, incurred by Seller in exercising any of its rights or remedies hereunder or enforcing any of the terms or conditions hereof.
- 29. SEVERABILITY.** If any term, condition, or provision herein is invalid, ineffective, or unenforceable under present or future laws, then the remainder of the terms, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- 30. PARTIES.** The Parties to any Offer, Order, or associated transaction are Seller and Buyer as identified above and unless expressly stated otherwise herein, no other persons, parties, or entities have any rights, or receive any benefits hereunder.
- 31. HEADINGS.** The headings used herein are for reference purposes only and shall not affect the meaning or interpretation of any term, condition, or provision herein.
- 32. SURVIVAL.** Any Section or provision herein which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which by its nature should survive, shall survive any termination or expiration of Buyer's Order and continue in full force and effect.
- 33. ENTIRE AGREEMENT.** Seller's terms and conditions (including Seller's Special Terms and Conditions, if applicable) and Buyer's Order (as accepted by Seller in accordance with the terms herein), including any applicable specifications, statement of work, or other applicable documents, constitute the entire agreement between the Parties and supersede any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of Buyer's Order.

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