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All quotations and sales by Custom Cable Assemblies, Inc. ("Seller") to you ("You" or "Your") are subject to these terms and conditions. The seller's terms and conditions supersede any other terms and conditions, and any additional requirements must be specifically requested on the quote or purchase order. The seller must agree to any addition or change to these terms and conditions in a signed writing.

1. Except as otherwise set forth on the front of a Seller invoice or acknowledgment, terms of payment are net 30 days from invoice date; prices are EXW Seller's facility (INCOTERMS 2010); and prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be solely Your responsibility. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of 1.5%. Freight charges may not reflect actual costs. Seller reserves the right to modify any terms prior to shipment, require payment in advance, or delay/cancel any shipment or order by reason of Your creditworthiness.

2. Unless otherwise agreed, Seller may select a carrier. Seller's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to You, or to Your agent, whichever occurs first. You will pay for storage charges if Seller holds products at Your request.

3. For 30 days after delivery, Seller warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization and that any services performed exclusively by it were performed in accordance with industry standards. To the extent provided by Seller's supplier ("Supplier"), all other products, services and the components and materials utilized in any assembled or customized products or services are subject to Supplier's standard warranty, which is expressly in lieu of any other warranty, express or implied, by Seller or Supplier. Your exclusive remedy, if any, under these warranties is limited, at Seller's election, to: (a) refund of Your purchase price, (b) repair or reperformance by Seller or Supplier(s) of any products or services found to be defective, or (c) replacement of any such product. If there is no Supplier or Seller warranty, You take all such products and services "as-is" without any warranty. You acknowledge that except as specifically set forth herein, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND BY SELLER, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS OR SERVICES, THEIR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NONINFRINGEMENT, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY FOR SUPPLIERS' PRODUCT OR SERVICE SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER.

4. Seller's rights and remedies will be cumulative and not exclusive. You are responsible for all losses, costs and expenses incurred by Seller in collecting any sums You owe. Seller shall have the right to offset against any amounts owed by Seller to You. These terms and conditions, and any matter arising out of or related hereto are governed by the laws of the State of Georgia. The parties waive any right to a jury trial.

5. Products or services are deemed accepted by You unless You notify Seller of shortages, damage or defects in writing within 30 days of delivery or performance of services. All returns or refunds must comply with Seller's returns or refunds policy. If You refuse to accept tender or delivery of any products or return any products without authorization from Seller, Seller will hold such products awaiting Your instructions for 20 days, after which Seller may deem the products abandoned and dispose of them,

without crediting Your account. You warrant that any products returned are the same products Seller shipped to You and are unaltered.

6. Seller will not be liable for any damages due to any failure or delay in its performance as result of any events beyond its reasonable control. Seller may cancel without liability any order delayed by any such cause(s). In its sole discretion, Seller may allocate, defer, delay, or cancel the shipment of any product which is in short supply.

7. This document is deemed an offer and is a rejection of any other terms or conditions contained in any of Your documents (which, if construed to be an offer is hereby rejected). By accepting any products or services, making any payments or ordering any products or services having previously received these terms and conditions, You will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any communication from You and whether or not Seller will specifically or expressly object to any of Your terms. Seller's failure to object to any document, communication or act by You will not be deemed a waiver of any of these terms and conditions.

8. If Your order is placed under a contract with the United States Government, Seller agrees to comply only with those contract provisions and regulations that meet both of the following conditions: (a) Seller must comply with such provisions and regulations as a matter of law, and (b) You have identified them in writing at the time of quotation. In no event will United States Government Cost Accounting Standards apply. To the extent not exempt, You shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. You covenant that products sold by Seller will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. In the event that You breach such covenant, You will fully defend, indemnify and hold harmless Seller, its agents and Suppliers from any claims resulting from such breach.

9. You will comply with any applicable export or resale restrictions and regulations. Seller does not warrant and will not be liable for any error with regard to the accuracy of any statement as to product country of origin, ECCN, HTS Code, RoHS compliance, parametric or conflict mineral data or compliance with applicable law. You certify that You: (a) comply with all applicable laws, including the labor laws and regulations and anti-bribery regulations in the jurisdictions where You operate.

10. Except for the exclusive warranty in paragraph 3, NEITHER SELLER NOR SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO YOU OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART BY (a) ANY INADEQUACY, DEFICIENCY, OR DEFECT IN ANY PRODUCTS OR SERVICES (WHETHER OR NOT COVERED BY ANY WARRANTY), (b) THE USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES, OR (c) ANY FAILURE OR DELAY IN SELLER'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, COST OF REPLACEMENT GOODS OR SERVICES, REWORK, LOSS OF DATA, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER OR NOT YOU HAVE INFORMED SELLER OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. IN NO EVENT WILL SELLER'S LIABILITY, REGARDLESS OF BASIS, EXCEED THE PRICE PAID FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

11. Notwithstanding paragraph 3, the performance of any value-added service may void Supplier's warranty. Orders incorporating such services are non-cancelable and the products non-returnable. Any third party value-added service provider is deemed to be Your agent. Seller shall have no liability for any technical advice offered or given.

12. All rights in intellectual property owned or licensed by Seller or Supplier are hereby reserved and deemed restricted or limited. Seller makes no representation or warranty with respect to such rights and will have no liability in connection with them. You agree to comply with all requirements with regard to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating, reverse engineering or disclosing the same), even if Seller has broken the seal on any "shrink wrapped" software. If You provide Seller with any intellectual property, You warrant that You have all necessary legal rights to such intellectual property. You will indemnify Seller against and defend and hold it harmless from all liability, cost or expense arising out of or relating to any (a) breach or alleged breach of these terms and conditions, or (b) Your use or sale of the products or services, including infringement claims that arise from Your use of products or services in combination with other products or services.

13. None of Your obligations or any order may be cancelled, rescheduled, reconfigured, or assigned without Seller's prior written authorization and, in such event, You will be liable to Seller for any additional costs and expenses incurred by Seller. Prices are subject to change by Seller for any reason, including (a) upon Your rescheduling or reconfiguration of orders, or (b) in response to Supplier's price increases or if a price has been quoted in error, whereupon You may cancel the undelivered portion of any affected order by delivering written notice to Seller prior to the shipment thereof and within 10 days of Your receipt of notice of the price increase. Seller may assign its accounts receivable. In order to defray the cost of Your account administration, any amount owed to You which remains unclaimed by You for a period of twelve months will become the property of Seller.

14. If any term or provision set forth herein is deemed to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not effect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify these terms and conditions to affect our original intent as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.