

Ionix Systems Limited (An Amphenol® Company) Terms and Conditions of Sale.

1. Formation of Contracts

Acceptance, Formation, and Modification. The following Ionix Systems Ltd (“Seller”) terms and conditions of sale (the “Terms”) apply to all offers (as defined below) and sales made by Seller, except as otherwise agreed in writing and signed by a duly authorized representative of Seller. A written communication issued by Seller to the buyer (“Buyer”) that incorporates the Terms (whether labelled “quote”, “proposal”, “acknowledgment”, or otherwise, any of which is collectively or individually referred to as an “Offer”) is an offer to sell the goods and/or services exclusively on the offered Terms. All sales by Seller are subject only to these Terms and the Offer, which, upon acceptance, is the “Agreement.” The Agreement is conditional upon Buyer’s acceptance of these Terms exclusively. The Terms are the only terms upon which Seller transacts with Buyer and shall prevail over any of Buyer’s terms. Any terms proposed by Buyer that are additional or different from the Terms in any way are expressly rejected by Seller and do not constitute a counteroffer. Seller’s failure to object to any term in any communication or document from Buyer, received before, after, or on the date of the Agreement, including provisions appearing in, incorporated by reference in, or attached to Buyer’s purchase order, does not constitute an acceptance thereof or a waiver of any of the Terms. All transactions, including electronic commerce, between Buyer and Seller will be governed solely by the Terms, notwithstanding any conflicting or additional terms on Buyer’s website, portal, or application, or any purported acceptance of such conflicting or additional terms by Seller. Any act by Seller (including commencement of production or shipment) is conditioned upon the Terms and does not constitute acceptance of any terms different or additional to the Terms. Any act by Buyer including, but not limited to, Buyer’s issuing a statement of work, issuing a nomination letter, providing specifications, issuing or placing an order to purchase any goods or services, accepting delivery of any goods or services, paying for any goods or services, or indicating in some other manner Buyer’s acceptance of Seller’s Offer, constitutes Buyer’s acceptance of these Terms. None of the Terms may be added to, modified, superseded, or otherwise altered unless approved by Seller in a writing signed by a duly authorized representative of Seller.

2. Price

2.1 Any quotation is valid for a period of [30] days only from its date, provided that the Company has not previously withdrawn it.

2.2 In the case of all orders, unless otherwise expressly stated in writing by the Company, orders are accepted on the basis that:

(a) The price stated is the net price of the goods (after deduction of any discounts) for delivery in accordance with the contract and overrides any quotation or estimate;

(b) The Company is entitled without prior notice to adjust the price stated to take account of any change in specification or quantities made at the request of the Purchaser or any alteration before the date of delivery in the cost to the Company of labour, materials, sub-contracted services or import or export duties or tariffs or transport or any other item which directly affects the cost to the Company of supplying the goods;

(c) The price stated is for stipulated quantities only. If the Company delivers a quantity of goods which is more or less than the quantity accepted by the Company, the Purchaser shall pay for such goods at the pro rata contract rate;

(d) The price stated is exclusive of value added tax (VAT) and any other taxes, custom duties, import levies and other duties, levies and impositions. Without limitation, if the goods are to move to an EU member state other than the UK, the Company shall charge and the Purchaser shall pay on demand VAT in relation to the goods unless there is supplied to the Company evidence satisfactory to HM Revenue & Customs to establish that the supply of the goods is zero rated for UK VAT purposes. The Purchaser shall in any event provide to the Company on demand such information as the Company may from time to time reasonably require to enable it to comply with its obligations under UK VAT legislation in respect of the sale of the goods.

2.3 In the case of orders in respect of export sales (i.e. orders for delivery outside the United Kingdom):

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(a) All orders accepted by the Company will specify that the price is CIF, FOB, CFR or Ex Works (each as defined in Incoterms 2000);

(b) In relation to prices quoted in a currency other than Sterling ("the Quoted Currency") and unless otherwise agreed in writing by the Company, the Company shall have the right, at any time or times when the rate on the London Foreign Exchange Market for the Quoted Currency in terms of Sterling stands more than 5 per cent higher than such rate on the date when the price was quoted, to raise any such prices by a percentage not exceeding the percentage rise in the said rate for the Quoted Currency and shall forthwith notify the Purchaser of such increased price which shall thereupon be substituted for the original price.

3. Payment

3.1 In the case of non-export sales, unless otherwise expressly stated and subject to Condition 11.2(e), prices are due and payable, without any withholding, deduction, set-off or counter claim, in Sterling for value in immediately available funds one calendar month from the end of the month in which the goods are invoiced. Payment by cheque or other negotiable instrument is ineffective until honoured. No payment shall be deemed to be received until the Company has received cleared funds.

3.2 In the case of export sales, subject to Condition 11.2(e), payment shall be made forthwith against delivery of the goods in accordance with Condition 4 below by accepted bill of exchange or other banker's credit or payments.

3.3 If the Purchaser shall fail to make payment in full in accordance with these Terms and Conditions then (without prejudice to any other rights of the Company) the Purchaser shall, without any need for the Company to give notice, become liable to pay to the Company interest on the amount for the time being unpaid at the rate which is 3 per cent per annum above the Base Rate from time to time of Barclays Bank Plc calculated from the date of due payment until the date of actual payment as well after as before any judgment.

3.4 If the Purchaser pays any amount to the Company without apportioning it between specific debts or liabilities, it shall be apportioned as the Company thinks fit. The Company may attribute a partial payment to one or more specific items, rather than to all the items which are the subject of a particular contract.

3.5 The Company shall be entitled to set off any indebtedness of the Company to the Purchaser against any indebtedness of the Purchaser to the Company, in each case on any account whatsoever.

3.6 Where carriage, packing, warehousing or other charges (including VAT) are stated separately from the price they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price and shall be treated as such.

3.7 Time of payment is of the essence of every contract incorporating these Terms and Conditions.

4. Despatch, Delivery and Risk

4.1 Whilst the Company will use all reasonable endeavours to keep to any stated despatch or delivery date such dates are to be regarded as a guide and approximate only and, provided it shall have used its reasonable endeavours as aforesaid, the Company accepts no liability whatsoever for any loss or damage resulting from delay howsoever the same shall have been caused, nor shall delay entitle the Purchaser to rescind the contract unless such delay exceeds 180 days following the expected delivery date. Time shall not be made of the essence by notice.

4.2 In the case of non-export sales, the Company will consign all goods by the method considered by the Company to be most appropriate and will bear the cost of insurance, packaging and carriage except where:

(a) Otherwise agreed in writing; or

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(b) The total contract price is less than the minimum order quantity or value from time to time established by the Company.

Returnable packaging will be charged for as agreed between the parties.

4.3 In the case of non-export sales, delivery shall be effected, unless otherwise agreed in writing, on the goods being off-loaded from the carrier's transport at their destination and the risk in the goods sold shall pass to the Purchaser, unless otherwise agreed in writing, and subject to sections 33 and 37 of the Sale of Goods Act 1979, when they are off-loaded at their destination.

4.4 In the case of export sales, delivery shall be affected:

(a) In the case of CIF and CFR contracts, by delivery to the Purchaser or its duly authorised agent of the bills of lading, airway bill or other document in respect of the goods; or

(b) In the case of FOB contracts, by delivery to the ship or aircraft at the place of export or to the specified carrier or its duly authorised agent of the goods and by delivery to the confirming house or its agent of the bills of lading, airway bill or other document in respect of the goods; or

(c) In the case of Ex Works contracts by delivery of the goods to the Purchaser or his carrier at the Company's premises.

4.5 If for any reason the Purchaser fails to accept delivery of any of the goods when they are ready for delivery, or the Company is unable to deliver the goods on time because the Purchaser has not provided appropriate instructions, documents, licences or authorisations:

(a) Risk in the goods shall pass to the Purchaser (including for loss or damage caused by the Company's negligence);

(b) The goods shall be deemed to have been delivered; and

(c) The Company may store the goods until delivery, and the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 In the case of export sales notwithstanding that the stated price may include the cost of carriage from the Company's premises the risk in the goods sold shall pass to the Purchaser upon their transfer at such premises onto the carrier's or Purchaser's transport save that where the contract is stated to be CIF, FOB or CFR the risk shall pass to the Purchaser when the goods are delivered onto the ship or aircraft.

4.7 The Purchaser must insure the goods in their full replacement value against all risks that it would be prudent to insure against between risk and property passing and must on demand produce to the Company satisfactory evidence of such insurance.

4.8 The Purchaser must:

(a) Examine the goods as soon as practicable and in any event within 3 days after delivery;

(b) Notify the Company and any carrier in writing of any shortage or excess or damage or other failure to conform to the contract within 14 days after the date of delivery and of any non-delivery within 14 days after the expected date of delivery; and

(c) Give the Company, any carrier and their agents a reasonable opportunity to inspect the goods as delivered.

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If the Purchaser fails to do so it will be deemed to have accepted the goods. In no event may the Purchaser reject goods for short delivery or reject the amount ordered where an excess has been delivered. This Condition 4.8 is without prejudice to Condition 7.

4.9 The Purchaser shall provide at the delivery point and at its expense adequate and appropriate equipment and manual labour for loading or unloading the goods (as applicable).

4.10 When the goods are delivered or shipped in lots or by instalments the contract shall be construed as a separate contract in respect of each lot or instalment subject to these Terms and Conditions and any special conditions incorporated in the contract in writing (and no cancellation/repudiation of one contract or instalment shall entitle the Purchaser to repudiate/cancel any other contract/instalment).

4.11 The quantity of any consignment of goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.

4.12 The Company shall not be liable for any non-delivery of goods (even if caused by the Company's negligence) if the Purchaser fails to give written notice to the Company of the non-delivery in accordance with Condition 4.8(b).

4.13 Any liability of the Company for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such goods.

5. Property

5.1 Notwithstanding delivery of the goods or any document representing them, the Company reserves the right of disposal of each item, and the property therein shall not pass to the Purchaser, until the earlier of (a) receipt by the Company of payment in cleared funds in full for such item and all other goods, whether or not of the same type, supplied by the Company to the Purchaser and any default interest and (b) sale by the Purchaser of such item to an independent third party on arm's length terms in the ordinary course of business (which the Purchaser must effect as principal and not as agent for the Company).

5.2 The Company shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Company.

5.3 "Retention of Title" The risk in the goods shall pass from the Company to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the Company has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the Company and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the buyer under which the goods were delivered.

5.4 Pending the passing of property, the Purchaser shall (a) hold the goods on a fiduciary basis as the Company's bailee; (b): not dispose of, charge or encumber the goods or any interest therein or purport to do so (except under Condition 5.1(b) above); (c) retain possession of them in good order and condition and free from any lien, distress, execution or other legal process; (d) store them separately or mark them so that they may be readily identified as the Company's property; (e) not destroy, deface or obscure any identifying mark or packaging on or relating to the goods and maintain the goods in satisfactory condition. The Purchaser must inform the Company of the whereabouts of the goods on request and shall deal, and shall in the absence of proof to the contrary be deemed to have dealt with them and other goods of the same type in the order in which they are delivered.

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5.5 While the Company retains ownership of the goods, the Purchaser will deliver up or have delivered up to the Company and/or allow the Company to repossess the goods (or any product into which the goods are incorporated) upon demand, and after such delivery-up or repossession allow the Company to re-sell the same for its own account. By virtue of this agreement the Purchaser grants the Company an irrevocable licence for the Company, its agents and employees to enter the Purchaser's premises at any time for such purposes or to inspect the goods.

5.6 All payments made by the Purchaser to the Company shall be appropriated at first to the Company's goods which have been re-sold by the Purchaser and then to the Company's goods which remain in the actual or constructive possession of the Purchaser notwithstanding any purported appropriation otherwise than by the Purchaser.

5.7 Where the Company is unable to determine whether any goods are the goods in respect of which the Purchaser has the right of re-possession, the Purchaser shall be deemed to have sold all goods of the kind sold by the Company to the Purchaser in the order in which they were invoiced to the Purchaser.

5.8 On termination of the contract, howsoever caused, the Company's (but not the Purchaser's) rights contained in this Condition 5 shall remain in effect.

6. Descriptions and Drawings

6.1 Subject only to Condition 7 all descriptions, drawings (other than technical drawings) and catalogues of goods are approximate only being intended to serve merely as a guide and accordingly the Purchaser shall not rely on them and the Company shall not be liable for their accuracy. Such descriptions, drawings etc shall not form part of the contract and this is not a sale by sample.

6.2 All drawings prepared by the Company and the copyright therein shall remain the property of the Company and shall be returned to it by the Purchaser on demand. All such drawings shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Company.

7. Warranty and Limitation of Liability

7.1 Subject to Condition 4, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of:

(a) Any breach of these Terms and Conditions;

(b) Any use made or resale by the Purchaser of any of the goods, or of any product incorporating any of the goods; and

(c) Any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

7.2 The Company warrants that it will without charge repair or (at the Company's discretion) replace the goods or refund or issue a credit note against all or an appropriate part of the price of the goods if:

(a) It is shown to the Company's reasonable satisfaction that, on delivery, they were defective as to material or workmanship, or as to conformity with any specifications or technical drawings expressly agreed by it in writing to be binding, or otherwise not in conformity with the express terms of the contract, and that this was not caused wholly or partly by deterioration necessarily incident to the course of transit or, while the goods were at the Purchaser's risk, by accident, wilful default, improper storage or use or failure to follow instructions; and

(b) Within six months (unless otherwise agreed in writing) after delivery the Purchaser serves on the Company a written claim under this warranty and makes the goods available for inspection and testing on behalf of the Company

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or (if the Company so requires) returns them to the Company's premises, carriage paid, and the claim is, in the reasonable opinion of the Company, justified.

7.3 Subject to Condition 7.5 below, the warranty in Condition 7.2 above is in lieu of and supersedes, excludes and extinguishes (and the Purchaser shall not rely on) any other warranty, condition, representation, collateral contract, assurance, guarantee, stipulation, liability or obligation whatsoever by or on behalf of the Company (without limitation, whether in contract or tort including negligence or otherwise, breach of statutory duty, misrepresentation, restitution or otherwise, whether express or implied or otherwise and whether arising at common law or by statute, custom, usage, course of dealing or otherwise) in relation to the performance or contemplated performance of the contract, the goods' description, correspondence with sample, satisfactory or other quality or fitness for any purpose (whether or not made known to the Company) for which they are required or goods of the same kind are commonly supplied, or their appearance, finish, freedom from defects, safety or durability, or their performance, state, condition, design or other characteristics without limitation, whether on delivery or at any other time. The Purchaser waives any rights and remedies which it may nevertheless have and the Company's liability is limited accordingly.

7.4 In any event, subject to Condition 7.5 below, the Company's liability arising from breach of any contract:

- (a) Shall not extend to wasted expenditure, loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for economic loss which arise out of or in connection with the contract;
- (b) Shall not (unless otherwise agreed in writing) exceed the price paid or payable under the contract; and
- (c) Shall (unless otherwise agreed in writing) cease six months after delivery of the goods (or after their stated delivery date if not delivered) unless before then the Purchaser serves on the Company a reasonably detailed written claim and shall in any event cease absolutely if proceedings in respect of the claim have not been commenced within six months after service of the claim (unless otherwise agreed in writing).

7.5 Nothing in these Conditions will exclude, restrict or limit:

(a) In the case of a contract which is not an export sale:

- (i) Liability for breach of any term implied by section 12 of the Sale of Goods Act 1979 (title etc.); or
 - (ii) Liability for death or personal injury resulting from the Company's negligence; or
 - (iii) Liability up to £1,000,000 in respect of any particular contract for damage to the Purchaser's property resulting from negligence but limited to the cost of repair or replacement; or
- (b) Any liability of the Company for fraud or fraudulent misrepresentation; or
- (c) Any other liability of the Company if and to the extent that as a matter of law it cannot be excluded, restricted or limited; or
- (d) Liability of the Company under s2(3) Consumer Protection Act 1987.

7.6 The Purchaser acknowledges that this Condition 7 is fair and reasonable in view of the Purchaser's expertise, assessment and testing of the goods and reliance on in own rather than the Company's skill and judgement and is reflected in the price. The Purchaser shall accept risk and/or insure accordingly.

8. Health and Safety at Work

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Subject to Condition 7 above, the Purchaser shall be solely responsible for and shall keep the Company indemnified against any loss, liability or expense arising directly or indirectly from use of the goods other than in accordance with recognised usage. The Purchaser shall comply (and ensure that its employees and agents comply) strictly with all instructions, warnings, data sheets and other material (including without limitation those regarding health and safety and environmental matters) supplied by the Company with, or in connection with, the goods and shall, when supplying the goods, ensure that they are accompanied by the same.

9. Force Majeure

The Company shall be deemed not to be in breach of any contract and reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed or hindered in complying with what would otherwise be its obligations thereunder by any circumstances which are beyond its control or which it could not reasonably be expected to control including (but not limited to) any Act of God, governmental actions, war or national emergency, armed hostilities, acts of terrorism, protest, riot, civil commotion, revolution, blockage, embargo, strike, lock-out, sit-in, industrial or trade dispute, fire, explosion, flood, adverse weather, disease or epidemic, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, change of law or regulation or any form of Government, official or regulatory intervention. If the circumstances in question continue for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice to the Company to terminate the contract.

10. Assignment

The Company may, but the Purchaser may not, without the prior written consent of the Company (which the Company may withhold in its absolute discretion), assign, charge otherwise dispose of any contract incorporating these Terms and Conditions or any rights thereunder in whole or in part. Any of the same purported to be effected by the Purchaser without such consent shall be void. The Purchaser shall upon request consent to a novation of any such contract to an affiliate of the Company or to any person to whom the Company may dispose of its business or any relevant part of it.

11. Default

11.1 The Company may by notice in writing to the Purchaser terminate any contract forthwith if:

(a) The Purchaser shall commit any breach of any of its terms (including without limitation terms concerning the time for payment of the purchase price) or of the terms of any other contract with the Company PROVIDED if such breach is remediable the Company has previously given to the Purchaser notice thereof and the same has not been remedied within 7 days thereafter (in the case of a breach occasioned by the Purchaser's failure to pay any amount) or 21 days thereafter (in any other case);

(b) The Purchaser is, or for statutory purposes is deemed or appears to be, unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities), or the Purchaser otherwise becomes insolvent or suspends payment or threatens to do so, or the Purchaser permits any judgment against it to remain unsatisfied for 7 days;

(c) A moratorium is declared in respect of the Purchaser's indebtedness;

(d) Steps are taken or proposed or threatened to:

(i) Reschedule any of the Purchaser's indebtedness;

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- (ii) Propose any composition, scheme of arrangement, compromise, assignment or arrangement involving the Purchaser and in creditors generally;
- (iii) Obtain an administration order or appoint any administrative or other receiver, manager, liquidator, administrator, administrative receiver or other similar officer in relation to, or put in force any legal process against, the Purchaser or any of its property;
- (iv) Administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (v) Enforce any charge or other security over the Purchaser's property;
- (vi) Repossess any goods in the Purchaser's possession under any agreement; or
- (vii) Wind up or dissolve the Purchaser (and no such steps shall be taken by or on behalf of the Purchaser without the Company being given at least 5 business days' prior written notice thereof);
- (e) Where the Purchaser is an individual or partnership, he or any partner dies or any steps are taken to make a bankruptcy order against him or any partner;
- (f) The Company certifies to the Purchaser that it otherwise has reasonable grounds for believing that the Purchaser is or threatens to become insolvent or that the Company's right to receive payment, or an interest in the goods, is or will be in jeopardy;
- (g) There is a change in ownership or management control of the Purchaser such that the new owner or controller of the Purchaser is a direct or indirect competitor of the Company; or
- (h) Outside England and Wales, anything corresponding to any of the above occurs.

11.2 If Condition 11.1 above applies, the Company may at any time (at its discretion and without prejudice to its other rights and whether or not it delivers any further goods or accepts any further payments) by written notice to the Purchaser:

- (a) Suspend any deliveries to be made under, or terminate, cancel or rescind, the contract and any other contracts with the Purchaser (but without releasing the Purchaser from its obligations thereunder);
- (b) Terminate, cancel or rescind the contract and/or any other contracts with the Purchaser and/or claim damages;
- (c) Revoke any express or implied authority to sell, use or consume any goods the property in which remains with the Company and:
 - (i) Require the Purchaser to deliver them immediately to the Company (and the Purchaser shall do so, failing which the Company may enter the premises where they are without liability for any resulting damage (other than damage arising from the negligence or wilful default of the Company)), against the consequences of which the Purchaser shall indemnify the Company); and
 - (ii) Resell them or transfer the property in them to the Purchaser;
- (d) Require the Purchaser to return all equipment, materials and property belonging to the Company supplied to it in connection with any contract with the Company; and
- (e) Declare (whereupon there shall forthwith become) immediately due and payable any indebtedness of the Purchaser to the Company under the contract and/or any account whatsoever.

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12. Intellectual Property Ownership

“Intellectual Property” means any inventions, technological innovations, discoveries, designs, formulas, know-how, business methods, computer software, ideas, creations, writing, lectures, illustrations, photographs, scientific and mathematical models, improvements to such items, and all recorded material defining, describing, or illustrating such items, whether in hard copy or electronic form, and all registered or unregistered rights in such items, including but not limited to, patents, trademarks, service marks, trade secrets and copyrights. “Background Intellectual Property” means all Intellectual Property (a) existing prior to the effective date of this Agreement or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (b) acquired or developed after such date and outside the scope of this Agreement. “Foreground Intellectual Property” means all Intellectual Property except Background Intellectual Property. Each Party retains ownership of its Background Intellectual Property. Each Party owns all Foreground Intellectual Property created by such Party without input from the other Party. Any Foreground Intellectual Property created with input from the other Party (“Joint Foreground Intellectual Property”) is owned by Seller. Buyer hereby irrevocably transfers, conveys and assigns all of Buyer’s right, title and interest in such Joint Foreground Intellectual Property to Seller. Buyer will cooperate (and cause its employees to cooperate) in executing any documents or taking any other actions necessary or convenient to perfect Seller’s rights in such Joint Foreground Intellectual Property. Seller grants no rights or licenses to its Background or Foreground Intellectual Property, except that Seller grants Buyer the right to offer for sale and sell goods Buyer has purchased from Seller and the right for Buyer and its customers to use such goods. For the avoidance of doubt, the foregoing license does not include any rights to make or have made goods or services, procure goods or services from sources other than Seller, or otherwise use Seller’s Background or Foreground Intellectual Property for any other purpose.

13. Confidentiality

Confidentiality. All non-public, confidential, or proprietary information of Seller, including but not limited to trade secrets, Intellectual Property, business information, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, that is disclosed by or on behalf of Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as “confidential,” in connection with these Terms (“Confidential Information”) is strictly confidential, is provided solely for the use of performing these Terms, and may not be disclosed to any person, corporate division or entity, or copied, unless authorized in advance by Seller in writing. Upon Seller’s request, Buyer will promptly return all Confidential Information and any copies thereof. Seller will be entitled to injunctive relief for any violation of this provision, without having to post bond or establish the insufficiency of a remedy at law. This provision does not apply to information that is: (a) in the public domain, through no fault of Buyer, at or subsequent to the time such Confidential Information was disclosed to Buyer by Seller; (b) rightfully known by Buyer free of any obligation of confidence at the time of disclosure to Buyer by Seller, as evidenced by Buyer’s written records; or (c) rightfully obtained by Buyer from a third party without similar restriction from such party and the disclosure of which from such third party does not constitute a violation of an obligation by such third party to Seller, each as evidenced by Buyer’s written records.

14. Exclusive Express Warranty

Disclaimer of Implied Warranties. For a period of one year after the date of delivery, Seller warrants that the goods: (a) will be free of defects in material and workmanship and (b) will be free of liens and encumbrances when shipped to Buyer. Buyer shall notify Seller in writing within ten (10) calendar days after discovery of the failure of any good to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall immediately provide to Seller the opportunity to inspect such good as installed, if possible. The notice must be received by Seller within one year after the date of delivery, but no later than ten (10) days after discovery. Unless otherwise directed in writing by Seller, within thirty (30) calendar days after submitting such notice, Buyer shall package the allegedly defective good in its original shipping carton(s) or a functional equivalent and shall ship it to Seller. Within a reasonable time after receipt of the allegedly defective goods and verification by Seller that the goods fail to meet the warranty set forth above, Seller shall correct such failure by, at Seller’s option, either (i) modifying or repairing the goods or (ii) replacing the goods. Such modification, repair or replacement and the return shipment of the goods with minimum insurance to Buyer shall be at Seller’s expense. Buyer shall bear the risk of loss or

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damage in transit and may insure the goods. Buyer shall reimburse Seller for transportation costs incurred for goods returned but found by Seller not to be defective. Modification or repair of goods may, at Seller's option, take place either at Seller's facilities or at Buyer's premises. If Seller is unable to modify, repair or replace goods to conform to the warranty set forth above, then Seller shall, at Seller's option, either refund to Buyer or credit to Buyer's account the purchase price of the goods less depreciation calculated on a straight-line basis. THE TERMS OF THE APPLICABLE WARRANTIES, AS SET FORTH ABOVE, ARE THE SOLE AND EXCLUSIVE WARRANTY TERMS THAT SHALL HAVE ANY FORCE AND EFFECT, AND SUCH TERMS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY EXCLUDED.

15. Warranty Exclusions; Limitation of Express Warranty

(a) Buyer shall be fully responsible for ensuring that its needs and requirements are met and fulfilled by the goods ordered in its purchase order. Under no circumstances shall Seller be responsible for, or held liable in respect of, any statement or representation relied upon by Buyer which is not included in Seller's Offer. Any samples, models, drawings, affirmations of fact, descriptions, or advertising issued or published by Seller and any descriptions of the goods contained in Seller's marketing materials or websites are for informational purposes only and shall not create any warranty of any kind.

(b) Unless otherwise expressly provided in the Agreement, Seller does not warrant: (i) the adequacy of the specifications provided by Buyer; (ii) design; (iii) that Seller or the goods are certified or approved by any entity or organization or are in compliance with any industry standards, guidelines or procedures; or (iv) the goods will comply with the requirements of any safety or environment code or regulation of any federal, state, municipality or other jurisdiction. Buyer affirms that it has not relied upon Seller's skill nor judgment to select or furnish the goods for any particular purpose beyond the specific express warranties in the Agreement and that any design provided by Seller is based on information provided by Buyer. Seller provides no warranty as to prototype goods or as to goods used by Buyer in any program or application other than the specific program identified in Seller's Offer for the goods.

(c) Seller shall not be liable for any breach of warranty arising out of the failure of a directed supplier to provide conforming directed supplies. Seller shall not be liable for any breach of warranty arising from a third party's assembly of the goods. Seller's warranties shall apply only if the goods: (i) have been installed, maintained and used in conformity with instructions furnished by Seller from time to time, if any, and otherwise in conformity with the highest industry practices; (ii) have been subjected only to normal use for the purpose for which the goods were designed; (iii) have not been subjected to misuse, negligence or accident; (iv) have not been improperly stored; (v) have not been altered or repaired by persons other than Seller in any respect which, in the judgment of Seller, adversely affects the condition or operation of the goods; (vi) have been used in accordance with the specifications; (vii) have not been exposed to conditions not indicated in the specifications; and (viii) have been fully paid for. Seller's warranties are not assignable and are not for the benefit of any third party.

16. Exclusive Remedies, Limitation of Liability, Indemnity

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, SELLER'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE, ARISING OUT OF AND/OR IN ANY WAY RELATED TO THESE TERMS OR THE MANUFACTURE, SALE OR DELIVERY OR USE OF SELLER'S GOODS OR SERVICES WILL BE LIMITED TO THE DIRECT DAMAGES BUYER ACTUALLY INCURS NOT TO EXCEED THE LESSER OF: (A) \$500,000 OR (B) THE PURCHASE PRICE OF THE AFFECTED GOODS DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT, LINE DOWN COSTS OR CLAIMS OF THIRD PARTIES), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE. THESE LIMITATIONS APPLY EVEN IF BUYER'S

Ionix Systems Limited (An Amphenol® Company) Terms and Conditions of Sale.

EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. By accepting delivery of the goods ordered, Buyer agrees that it indemnifies and holds harmless Seller from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in Buyer's facilities or activities. Buyer assumes the risk and agrees to indemnify Seller against and hold Seller harmless from all liability relating to (i) assessing the suitability for Buyer's intended use of the goods and of any system design or drawing and (ii) determining the compliance of Buyer's use of the goods with applicable laws, regulations, codes and standards. Buyer retains and accepts full responsibility for all warranty and other claims relating to, or arising from, Buyer's products which include or incorporate goods or components manufactured or supplied by Seller. Buyer is solely responsible for any and all representations and warranties regarding the products made or authorized by Buyer. Buyer will indemnify Seller and hold Seller harmless from any liability, claims, loss, cost or expenses (including reasonable legal fees) attributable to Buyer's products or representations or warranties concerning same. Neither Party shall have any indemnity obligation, whether by express or implied contract or implied by law, except as stated in Sections 19 and 20.

17. Export Sales

Buyer represents that it is not an entity sanctioned by US and/or other applicable export laws and regulations nor is it otherwise owned or controlled by or acting on behalf of any person sanctioned by US and/or other applicable export laws and regulations. Buyer acknowledges that goods, software, or technical information provided under this Agreement may be subject to U.S. and/or other export laws and regulations. Buyer agrees that it will not divert, use, export or re-export such goods, software, or technical information contrary to United States and/or other applicable export laws and regulations to include for prohibited end-use and/or proliferation activities. Buyer expressly acknowledges and agrees that it will not export, re-export, or provide such goods, software, or technical information to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. Buyer also expressly acknowledges and agrees that it will not export, re-export, or provide such goods, software, or technical information to entities and persons that are ineligible under United States law to receive such goods, software, or technical information, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List without obtaining prior authorization from the United States Government. Buyer agrees to sign written assurances and other export-related documents upon Seller's request to assist Seller in verifying compliance with export laws and regulations.

18. General Terms

(a) All terms of payment are subject to approval of Seller's reasonable credit approval requirements. Buyer represents to Seller that it is solvent. In the event that Buyer's financial condition shall become impaired prior to full payment to Seller, Buyer shall notify Seller immediately. If Seller, in its sole judgment, finds Buyer's financial condition unsatisfactory to Seller, Seller may exercise any or all of the following options: demand immediate payment; require payment in advance; suspend all further deliveries; reclaim any goods not paid for; terminate this Agreement upon written notice to Buyer, without limitation of any other rights or remedies it has herein or under law.

(b) Buyer grants the Seller a security interest in the goods specific in a Purchase Order and replacements thereto to secure payment of any or all amounts outstanding from time to time. Seller may file, at Buyer's expense, any financing statements or other documentation pursuant to perfect or evidence the Seller's security interest.

(c) All orders and release schedules placed by Buyer and accepted by Seller are considered firm and may not be cancelled, rescheduled, or changed in any way without prior written approval by Seller. Buyer assumes all risks and agrees to pay the full purchase price for each Purchase Order placed by Buyer.

(d) Seller may terminate this Agreement in whole or in part, with or without cause, upon 60 days advance written notice to the Buyer.

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(e) In the event of Buyer's default of any of its obligations hereunder, Buyer shall be liable for all of Seller's damages, including its loss of actual or anticipated profits, reasonable attorney's fees, costs of collection, in addition to any other remedies available to Seller under law.

(f) Seller's failure to insist upon strict performance of any of the Terms shall not be deemed a waiver of any rights or remedies that Seller may have and shall not be deemed a waiver of any subsequent breach or default of any Terms.

(g) Seller shall not be liable for any failure to carry out its obligations under this Agreement where such failure is due to any condition or event beyond its or its Seller's reasonable control, including but not limited to fire, windstorm, flood, earthquake, or other Acts of God; strikes, lockouts or other work stoppages; wars, riots, or civil commotion; government priorities, allocations, regulations or restrictions; interference or restraint of public authority, (whether legal or not); explosion or accident; epidemic or quarantine restrictions; failure of its suppliers or subcontractors; shortage of raw materials or labor; or any other cause, (whether or not of the same kind as those herein specified.) If there is such a delay, Seller will have a reasonable extension of time in which to complete performance.

(h) Headings are for convenience only and shall not be used in construing and interpreting this Agreement.

(i) The term "including" shall be construed to mean "including, without limitation" and shall serve as a term of enlargement rather than a term of restriction.

(j) Neither this Agreement nor any rights hereunder may be assigned by Buyer, without the prior written consent of Seller. Seller may assign its rights, liabilities, and obligations hereunder to any affiliate or subsidiary without prior written notice.

(k) These Terms shall be severable such that the invalidity or unenforceability of any portion or provision of these Terms shall in no way affect the validity or enforceability of any other portion or provision. The balance of these Terms shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

(l) The parties to the contract do not intend that any term of the contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.