

## **General Terms and Conditions for Sale of Products**

These General Terms and Conditions of Sale for Products (“Sales Terms”) apply to the sale of Sonetics Corporation (“Company”) products (“Products”) to Customer (“Customer”). Sonetics’ offer to sell Products to Customer, and Sonetics’ acceptance of any purchase order or other Customer document (“Order”) is expressly limited to, and expressly conditioned on Customer’s acceptance of these Sales Terms. Any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alterations and void and without effect. Notice of objection to additional or different terms or conditions, and rejection of them, is hereby given. Company reserves the right to change its Sales Terms at any time without notice, and updated versions of the Sales Terms will be available on its website. Customer is advised to routinely check the Sonetics website for changes prior to placing an order or otherwise soliciting Products from the Company

- **Pricing and Payment**

Product prices are listed in the applicable Sonetics price list or on a Quote. Customer may not make changes, take any deductions, set-off, or other adjustment without Sonetics’ prior written authorization. Any credit extended to Customer is done at Sonetics’ discretion and subject to Sonetics credit requirements. Standard payment terms are NET 30 days from the invoice date unless different payment terms are stated on the invoice. Customer must always keep its account current. Sonetics may withhold shipments, payments, or other benefits, and/or assess late fees and interest on past due amounts until the account balance is current. Sonetics may require prepayment of any Order.

- **Shipping and Freight**

Products are shipped F.O.B. shipping point. Title and risk of loss transfers to the Customer upon delivery to the carrier. Sonetics’ default shipping is prepaid and add. Sonetics will ship with its preferred carrier and bill Customer. If Customer desires shipping to be billed through the carrier directly, Customer can provide shipping billing number. Under no circumstances will Sonetics be liable for failure to ship, or for Customer’s failure to receive Products by a certain date.

- **Returns**

Items may be returned within 30 days of purchase, subject to a 15% restocking fee. Products must be unused and in their original packaging. Customers are responsible for return shipping costs. For any questions or to initiate a return, please contact our customer service team at 503-684-7080.

- **Compliance**

Sonetics will manufacture and sell all Products in compliance with federal, state, and local laws applicable to each Product. Customer will comply with federal, state, and local laws applicable to the handling, transportation, storage, use, processing, disposal, distribution, sale, and resale of Products and to any of Customer’s products that contain or are made by using Products. Under no circumstances will either party offer or make any payment or give anything of value to another person or entity where such payment or action would violate applicable law or regulation, including, but not limited to, any applicable anti-bribery, anti-corruption, or anti-kickback law.

- **Product Information, Selection, and Use**

Sonetics may provide Product information, including technical information, specifications, recommendations, literature, and other materials (collectively “Product Information”) for Customer’s convenience in Customer’s selection of Products. The accuracy or completeness of Product Information is not guaranteed and is subject to change without notice. No license under any Sonetics or third-party intellectual property rights is granted or implied with this Product Information, and all intellectual property embodied therein is and remains the sole property of the Company or its licensors. Customer is solely responsible for evaluating and selecting Products and determining whether each Product is fit for a particular purpose and suitable for Customer’s use and method of application. Products are not manufactured to any Customer requirements or specifications unless expressly agreed to in writing by Sonetics. Products that are sold for Customer’s use may not be repackaged, resold, or redistributed in any manner without Sonetics’ prior written consent.

- **Warranty**

Warranty Terms and Conditions - Sonetics shall apply (<https://www.sonetics.com/support/warranty>)

- **Limitation of Liability**

Except for the limited remedy in the warranty policy, and except to the extent prohibited by law, Sonetics is not liable for direct, indirect, incidental, special, punitive, or consequential damages (including, but not limited to, lost profits, revenue, business, opportunity, or goodwill) that directly or indirectly arise from or relate to Products, regardless of the legal or equitable theory asserted, including, but not limited to warranty, contract, negligence, fraud, or strict liability.

- **Export Control**

Products are sold for use or consumption within the United States only. If Sonetics authorizes Customer in writing to export Products outside of the U.S., Customer (a) assumes all responsibility for such Products, (b) will comply with all laws and regulations relating to the export and sale of Products outside the U.S., and (c) will adhere to all applicable Sonetics policies and procedures relating to the export of Products as a condition to purchase and export.

- **Order Cancellation**

Customer may cancel an Order only with Sonetics’ written consent. In the event of an approved cancellation, and where Sonetics has incurred costs and expenses that cannot reasonably be recovered through sale of the Products to another person or entity, Customer will pay Sonetics for all such costs and expenses, which may include costs of related raw materials, packaging, and other items dedicated to Products. Sonetics may cancel a Customer Order without obligation or liability upon notice to Customer.

- **Effects of Other Agreements**

These Sales Terms supersedes all prior proposals, negotiations, representations, agreements and understandings between the parties, including those contained in any confidentiality agreements, and all terms and conditions contained in any Customer-provided purchase orders, and constitutes the complete and exclusive agreement between Customer and Company regarding the subject matter hereof. The Customer acknowledges that it has not relied on any statement, promise or representation made or given

by or on behalf of the Company which is not set out in these Sales Terms. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Customer's convenience in record keeping, and no such reference or the provision of Services to Customer shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect and shall not in any way be deemed to amend, modify, supersede, alter or supplement these Sales Terms.

- **Governing Law, Dispute Resolution**

Oregon law, without regard to conflicts of laws principles, shall exclusively govern Sonetics' sale of Products to Customer. The United Nations Convention on Contracts for the International Sales of Goods does not apply. Except where Sonetics files a claim or action to collect unpaid amounts due from Customer, all claims and disputes arising from or relating to these Sales Terms, any Order, or the Products must be resolved exclusively through the following dispute resolution processes: (a) good faith negotiations between duly authorized representatives of each party conducted within 90 days of a request for negotiations; (b) if necessary, non-binding mediation before a neutral mediator jointly selected and paid for by the parties within 120 days of a request for mediation at a location acceptable to both parties; and (c) as a last resort, litigation. The state or federal court located within Lake Oswego, Oregon shall be the sole and exclusive jurisdiction and venue for any litigation between Customer and Sonetics. Customer agrees to submit to the jurisdiction of such court in the event of any litigation.