

GENERAL DIGITAL CORPORATION DISPLAY SYSTEMS

(hereinafter Seller)

STANDARD TERMS AND CONDITIONS OF SALE

1) ENTIRE AGREEMENT This document contains the entire and only agreement between the parties hereto relating to the subject matter hereof, and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection, therewith, or usage of the trade not incorporated herein, shall not be binding on either party. The rights and obligations contained herein shall inure to and be binding upon the parties, their legal representatives, successors, and permitted assigns.

2) ACKNOWLEDGMENT AND ACCEPTANCE Acknowledgment and acceptance of any order by Seller is expressly limited to and made conditional upon the terms and conditions contained herein. Any of the buyer's terms and conditions which are in addition to or different from those contained herein and which are not separately agreed to in writing (except additional provisions specifying quality, character of the products ordered, and shipping instructions) are hereby objected to and shall be of no effect. The buyer shall be deemed to have assented to all terms and conditions contained herein if any part of the products described herein is accepted.

3) WARRANTY Seller warrants that upon delivery to the Buyer, the product sold thereunder shall be free of defects in materials and workmanship and that such product shall substantially conform to the specifications provided by Seller. This Warranty commences on the date of delivery to the Buyer unless another time for commencement has been negotiated between Seller and Buyer prior to such delivery. Should the product be delivered through a third party (UPS, USPS, Federal Express, etc.) the warranty period shall commence on the date that such third party receives the product unless another time for commencement has been negotiated between Seller and Buyer prior to such delivery.

The duration of the Warranty shall be one (1) year from the date of delivery as set forth above. This Warranty shall be effective only if Seller receives notice of such defects in materials and workmanship during the period of the Warranty stated above. After Seller receives such notice, Buyer shall obtain a Return Material Authorization (hereafter RMA) number. To obtain an RMA number, Buyer shall contact Seller's Customer Service Department, with the model number(s), serial number(s), and original purchase order number(s) of the product or products. Buyer shall include a brief description of the problem or failure mode experienced. Buyer shall mark the outside of the package containing the product or products, conspicuously, with the letters RMA and the number assigned by Seller. Any packaged returned without RMA and the RMA number clearly visible will be rejected at Seller's receiving dock.

After Buyer has provided notice and obtained the appropriate RMA number, Buyer shall return the product, upon request, to General Digital Corporation, 60 Prestige Park Road, East Hartford, Connecticut, 06108, U.S.A., not later than thirty (30) days after Seller's receipt of notice of the alleged problem or failure mode. Buyer shall prepay all transportation charges for return of the product(s) to Seller. Seller shall pay for the cost of sending the product(s) back

to Buyer. Transportation charges to Buyer shall be deemed Best Way and any other transportation charges shall be at the Buyer's cost. All costs of customs clearance, shipping, and any other related charges for transportation outside of the contiguous 48 United States shall be at the Buyer's expense. After Buyer's compliance, Seller shall, at Seller's option, repair or replace the product(s). Excluded from this Warranty are all problems or failures resulting from:

- Improper or inadequate maintenance of the product by the Buyer;
- Unauthorized opening, servicing or modification of the product by any means;
- Operation of the product outside its environmental specifications;
- Neglect, misuse, abuse or accidental damage of the product;
- Loss of illumination source (e.g., bulbs, LEDs) beyond its expected lifetime;
- User-replaceable fuses;
- Modification or integration with other components not covered by a Seller warranty when such integration increases the likelihood of problems, failures, or damage.

Further, this warranty is between Seller and Buyer only, and does not extend to buyer's customers or users of buyer's products. In addition, and in the event that buyer integrates Seller's product with components manufactured or supplied by any other company, this warranty shall only relate to defects in materials and workmanship of Seller's product and not to problems with or failures of Seller's product caused by other components integrated with it.

Seller's rendering of technical advise and/or assistance or Seller's performance of service work in connection with Buyer's order of the product(s) shall not change or enhance this warranty in any way. Buyer's reliance on Seller's skill or judgment to select or furnish suitable goods shall be at Buyer's risk. Seller shall not be liable for any direct, indirect, special incidental, or consequential damages including, but not limited to, loss of profits and/or destruction of other property, caused by any application of the product(s) and/or its integration with other components. Seller's liability shall be limited to the amount paid by the Buyer for the product(s).

The aforementioned remedies are in lieu of and exclude all others. Buyer assumes all other risks and liabilities for loss, damages or injury, whether or not caused by Seller's negligence, to persons or property and arising out of, connected with, or resulting from, the use of Seller's products or services either alone or in combination with other products or services. Seller specifically excludes any and all other warranties, written or oral, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

4) SPECIAL PRODUCTS The following provisions are to be considered a part of all Special Product Acknowledgments and Orders. Special Product orders are those calling for products not contained in Seller's current catalog and price list, or those requiring

modifications to catalog products or those requiring sample, environmental, mechanical or life testing, 100% reliability screening, quality conformance qualifications, or any combination thereof. These provisions supersede any part of the other clauses relating to the same project.

- A. Delivery dates are best estimates only and are subject to (1) Receipt by Seller of order and negotiated specifications containing, where applicable, all quoted waivers and/or exceptions, (2) successful, first time passage of products submitted to electrical performance test, to environmental and/or life test processing required by applicable specifications.
 - B. Seller assumes no responsibility for, refund or replacement of products shipped at the Buyer's request prior to successful completion of acceptance and/or qualification test performed by Seller, except those subject only to Buyer's incoming visual inspection.
- 5) **PATENTS** Seller shall defend any suit or proceeding which is based on a claim that any products or part thereof, furnished under this contract constitutes an infringement of any valid United States patent, if notified promptly in writing and given authority, information and assistance for the defense or settlement of same. In case said product, or part thereof, is in such suit held to constitute infringement and the use of said product or part is enjoined, then Seller shall at its own expense and at its option, either procure for the Buyer the right to continue using said product or part, or replace same with non-infringing comparable products, or modify it so it becomes non-infringing, or refund the purchase price thereof. The forgoing states the entire liability of Seller for patent infringement by said product or part thereof.
- 6) **TERMS OF PAYMENT** Unless other arrangements are made, standard payment terms for sales to established customers within the U.S.A. are Net Thirty (30) days from date of shipment. International sales require advanced payment by wire transfer (electronic funds transfer). All unpaid invoices will be charged 1% interest per month. Interest accrues from the day the invoice is past due.
- A. In the event of default of payment when due, all costs of collection, including attorney's fees and court costs, shall be paid by the applicant.
 - B. Any credit extended to the applicant may be reduced or eliminated in the event Seller, in its sole reasonable discretion, determines that the applicant's payment history, financial situation or ability to pay is impaired.
- 7) **SECURITY INTEREST** A security interest in all goods and equipment purchased shall be retained by Seller until payment in full has been received for such goods and equipment, and Seller may file UCC-1 forms to perfect its security interests.
- 8) **TITLE AND DELIVERY** All shipments within the 48 contiguous United States by Seller shall be F.O.B. point of shipment. Title to hardware products and risk of loss pass to Buyer upon delivery to carrier at shipping point. Buyer shall pay all transportation and storage charges. Seller will select the carrier if Buyer does not. Unless explicitly stated in writing by the buyer, all outgoing shipments shall be insured by Seller for the resale value. The cost of the insurance shall be included in transportation costs. Claims for shortages must be made within Ten (10) days after receipt of the order.
- 9) **CONTINGENCIES** Seller shall not be responsible for any failure to perform due to unforeseen circumstances or to causes

beyond its control. Examples of such causes are acts of God, War, Riot, Embargoes, Acts of Civil or Military Authorities, Fire, Floods, Accidents, Strikes or Shortages of Transportation, Facilities, Fuel, Energy, Labor or Materials. Seller may defer delivery for a period equal to the delay caused by such contingency.

10) CANCELLATION

- A. Default. If Buyer defaults, Seller may decline to make further shipments and/or may terminate Buyer's order without affecting Seller's rights and remedies including, but not limited to, any right to cancellation and bill-back charges. If Seller continues to make shipments after Buyer default, action shall not constitute a waiver nor affect Seller's legal remedies.
- B. Cancellation: Standard Products. Buyer is responsible for one hundred percent (100%) payment if any order scheduled for delivery within thirty (30) days is canceled. Upon written notice to Seller, Buyer may cancel any order for standard products scheduled for shipment beyond thirty (30) days after Seller receives Buyer's cancellation notice. Buyer shall be liable for any applicable bill-back charges resulting from such cancellation. Buyer shall also pay, as a rescheduling/ restocking charge, twenty-five percent (25%) of the price specified on order sheet for each canceled product unless Buyer reschedules the order for delivery within one hundred twenty (120) days.
- C. Cancellation: Custom Products. If Buyer cancels orders for products containing design, markings, packaging or other specifications unique to Buyer, Buyer shall pay the following cancellation charges in addition to any applicable bill-back charges.

Percentage of Purchase Price to be Paid Upon Cancellation Notice	Number of Days Before Scheduled Delivery that Written Cancellation is Received
100	0-30
75	31-60
50	61-90
20	91-120

- 11) **SEVERABILITY** In case any one or more of the provisions or parts of a provision contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this agreement but this agreement shall be construed as if such invalid, illegal or unenforceable provision or part of a provision had never been contained herein.
- 12) **ARBITRATION** Any controversy or claim arising out of or relating to this agreement shall, at the option of either party, be settled by arbitration in accordance with the rules of American Arbitration Association. Provided, however that in the event of a violation of the provisions of paragraph 13, Seller shall be entitled to injunctive or other relief to enforce its rights under this agreement without prejudice to its rights under this paragraph. Such injunctive or equitable relief shall not preclude the award of monetary damages, if appropriate. The parties acknowledge that, by agreeing to this provision, each waives its right to a jury trial in exchange for a quicker and less expensive method of resolving any dispute concerning this agreement or anything relating thereto.

13) CONTROLLING LAW This Agreement shall be governed by, subject to, and construed according to the laws of the State of Connecticut. For purposes of applying to Connecticut law, this Agreement shall be deemed to have entered into and wholly performed in Connecticut. Buyer warrants, and it is a condition of this acknowledgment, that Buyer has complied, and will continue to comply with applicable laws, regulations, and order of the United States Government, and of any state or political subdivision thereof, including all statutes, regulations, and directives that are applicable to Buyer's purchase thereunder. Without limiting the foregoing, Buyer further warrants that they have complied with all applicable provisions of the Fair Labor Standards Act of 1938, as amended; and all regulations and orders issued by the US Department of Labor, as well as US export regulations including, but not limited to, the International Trafficking and Arms Regulations (ITAR). Buyer further agrees to defend, indemnify and hold Seller harmless from and against claims, losses, damages, costs and expenses that may be sustained by reason of Buyer's failure to meet any of the above requirements.

14) PROPRIETARY RIGHTS AND CONFIDENTIALITY

- A. Rights in any and all of Seller's information, know-how, trademarks, data, trade secrets, inventions, patents, plans, drawings, specifications, processes, designs, etc., whether or not acquired or reduced to practice during the course or as a result of this order, shall remain the property of Seller and Seller shall not be obligated to provide any of such property to Buyer. Buyer shall obtain no rights in any of such property and the price charged shall include no consideration for such property unless specifically so stated on the face of Seller's Standard Terms and Conditions of Sale. Listing as a separate line item and separately billing for Non-Recurring Engineering (Engineering Services) does not accrue to Buyer rights in any of the aforementioned property of Seller unless specifically stated on the face of Seller's Standard Terms and Conditions of Sale.
- B. Buyer acknowledges that propriety property of Seller is a valuable business asset of Seller and that unauthorized use or disclosure of such would result in irreparable damage to Seller. Buyer agrees that it will:
- use proprietary information of Seller only for the purposes intended and necessitated by this order, not otherwise use or disclose any proprietary information of Seller without Seller's express informed written consent;
 - take all reasonable precautions to insure protection against use or disclosure;
 - and return, at Seller's request, all proprietary property of Seller which is in the possession or control of Buyer.

- C. Any data, information, specifications, processes, drawings, designs, plans, know-how, etc. of Buyer supplied to Seller in conjunction with this order must be considered free from proprietary restrictions unless expressly agreed otherwise in writing, signed by and authorized by an officer of General Digital Corporation.

15) CUSTOMER-CONSIGNED MATERIALS

- A. Consigned parts shall be **shipped** to Seller in such as manner as to avoid mechanical or electrical damage. Seller will inspect incoming consignments and may reject the shipment if it is not properly packaged. Return freight shall, in such an event, be the responsibility of the purchaser.
- B. All LCDs will be tested for compliance with the LCD manufacturer's specifications at incoming inspection. Customer may be required to provide an LCD controller and cables, in the event that GDC does not have one in-house.
- C. Customer agrees to accept any and all yield losses of consigned LCDs damaged in process. Yields are expected to be in excess of 90% for small quantities, increasing to 98%+ in production. However, this cannot be guaranteed for small orders (less than 100 units).
- D. Finished product will be returned to the customer using original packaging, unless it has been excessively damaged in shipment. In this event, GDC will ship in best available packaging.
- E. Finished products warranty is limited to replacement of bonding only in the event of bond failure due to delamination or discoloration within a period of one year from invoice date. LCD failures are specifically excluded from this warranty.
- F. Buyer must notify GDC of any rejected material within 10 days of receipt of said material. Reject material may only be returned to GDC with an authorized Return Material Authorization (RMA).
- G. A reference to the quote number must be present on all purchase orders and will indicate Buyer's acceptance of all conditions, exceptions and clarifications identified above.

2018 Jan 10



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