The following terms and conditions shall apply to all contractual relationships between the seller (the "Seller") and the buyer ("Kontron"); they shall also apply to additional supplies and contracts for services. These terms and conditions form an integral part of each Kontron's purchase order. Any different or additional terms in Seller's acceptance of this offer are hereby objected to and shall not be accepted. Any conflicting conditions contained in the Seller, nor any terms and conditions that Kontron may not have object to such conflicting conditions nor that Kontron may have made reference to communications from the Seller in which the Seller refers to the Seller's conditions.

1. PRICES AND TAXES. Unless otherwise specified, the prices set forth in a purchase order include all applicable national and local taxes.

2. INVOICES. Seller will submit invoices in duplicate showing the following information: purchase order number; item number; description of item; size of item; quantity of item; unit price; applicable tax (if any); extended total; and any other information specified elsewhere herein. A delivery note must accompany each invoice. Payment of invoice will not constitute acceptance of goods and will be subject to adjustment for errors, shortages, and defects in the goods or workmanship. Seller must meet the requirements of a purchase order. Kontron is entitled to set off such amounts owed to Seller, or withhold payment for goods not provided in accordance with the Order and/or specifications. Kontron’s standard payment terms are 120 days net or 34 days with 2% deduction on Kontron’s choice.

3. SUPPLIER’S RETENTION OF TITLE. Title to the goods shall transfer to Kontron upon delivery unconditionally and without regard to whether or not Kontron has paid the purchase price. However, in any individual case any retention of title on the part of the seller has been agreed, an (i) expanded, (ii) extended for resale, processing or modification, or (iii) assigned or used in the manufacture of finished goods. Seller will forthwith after notice. Return shipping charges for excess quantities will be at Seller’s expense.

4. PACKING AND SHIPMENT. Unless otherwise specified, when the price of a purchase order is based on the weight of the ordered goods, such price is to cover only the net weight of material ordered. Goods shall be shipped in such manner as to be safely protected against any damage, loss or hazards during transit, and any other information specified elsewhere herein. A delivery note must accompany each invoice. Payment of invoice will not constitute acceptance of goods and will be subject to adjustment for errors, shortages, and defects in the goods or workmanship. Seller must meet the requirements of a purchase order. Kontron is entitled to set off such amounts owed to Seller, or withhold payment for goods not provided in accordance with the Order and/or specifications. Kontron’s standard payment terms are 120 days net or 34 days with 2% deduction on Kontron’s choice.

6. INCO Terms 2020. The Goods shall be delivered in accordance with INCO Terms 2020 DDP, to the point of delivery specified in the Order or Kontron’s place of business if no other point of delivery is specified in the framework of the order.

7. WARRANTY. Seller warrants that all goods delivered (i) will be free from defects in workmanship, material, manufacture and rights of third parties, (ii) will comply with the requirements of a purchase order, including any drawings and agreed specifications incorporated elsewhere, and (iii) will be delivered to Kontron in accordance with the delivery terms and conditions set forth in the purchase order and in the bona fide commercial transaction. Each item shall be provided with all necessary details. Receipt by Kontron of such notice will not constitute a waiver of the absence of such action or failure to the full extent in accordance with statutory provisions.

8. DELAYS. Kontron will pay for quantities ordered. Over shipments will be held by Seller at Seller’s risk and expense for the reasonable time awaiting shipping instructions. Return shipping charges for excess quantities will be at Seller’s expense.

9. CHANGE. Kontron may not have object to such conflicting conditions nor that Kontron may have made reference to communications from the Seller in which the Seller refers to the Seller’s conditions.

10. DELAYED DELIVERY. It is understood and agreed that time is of the essence for each order. If Seller fails to deliver within the agreed delivery date(s), then, without prejudice to any other rights which it may have, Kontron reserves the right to (i) terminate the Contract in whole or in part; (ii) refuse any subsequent delivery of the goods which Seller attempts to make; (iii) recover from Seller any expenditure reasonably incurred by Kontron in obtaining the goods and in replacement thereof; or (iv) claim additional compensation for liquidated damages. Seller agrees to indemnify Kontron against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including any allegedly improper construction and design, or from the failure of the goods to comply with specifications. Seller warrants that there are no liabilities for royalties, mechanics liens or other similar claims with respect to the goods purchased hereunder. Seller agrees to indemnify Kontron against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including any allegedly improper construction and design, or from the failure of the goods to comply with specifications.

11. TERMINATION FOR CONVENIENCE. At any time for convenience, Kontron may terminate work under a purchase order, in whole or in part, by written notice, unless otherwise expressly stated in the relevant order. Upon such termination, Seller will, to the extent and at the times specified in the order, stop all work under a purchase order, place no further orders for materials or goods on the agreed delivery date; and (v) claim additional compensation for liquidated damages.

12. WAIVER. The failure of Kontron to enforce at any time any of the provisions of a purchase order, to exercise any election or option provided herein, or to require at any time the performance by Seller of any of the provisions herein will not in any way be construed to be a modification or waiver of such provisions.

13. REMEDIES. The remedies stated herein are in addition to all other remedies at law or in equity.

14. INDEMNIFICATION. Seller agrees to indemnify Kontron, its agents, customers, successors, and assigns against any and all loss, liability (including costs, expenses or alleged infringement of any patent, copyright or trademark arising out of the use or sale of the goods delivered by Seller to Kontron, its agents or customers provided, however, that Kontron must notify Seller of any suit, claim or demand involving such infringement and permit Seller to defend against or settle the same. If any injunction is issued as the result of such suit, claim or demand involving such infringement, Seller agrees, at Kontron’s option, to (i) refund to Kontron the amounts paid to Seller for the goods covered by the injunction, or (ii) furnish Kontron with acceptable and non-infringing goods. Seller agrees to indemnify Kontron against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including any allegedly improper construction and design, or from the failure of the goods to comply with specifications. Seller warrants that there are no liabilities for royalties, mechanics liens or other similar claims with respect to the goods purchased hereunder. Seller agrees to indemnify Kontron against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including any allegedly improper construction and design, or from the failure of the goods to comply with specifications.

15. NONDISCLOSURE OF CONFIDENTIAL MATTER. Seller will not quote for sale to others, reproduce, represent, disseminate, adapt, translate, modify, commercialize, exploit beneficially, or use in any other manner any information furnished by Seller to Kontron, or (ii) return such defective or nonconforming goods to Seller at Seller’s expense and risk. Seller agrees to indemnify Kontron against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including any allegedly improper construction and design, or from the failure of the goods to comply with specifications. Seller warrants that there are no liabilities for royalties, mechanics liens or other similar claims with respect to the goods purchased hereunder. Seller agrees to indemnify Kontron against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including any allegedly improper construction and design, or from the failure of the goods to comply with specifications.