

## TERMS AND CONDITIONS OF SALE

### AIM Solder Group

These Terms and Conditions of Sale (together with all other contract documents referred to herein, collectively, the “**Agreement**”) apply to any order, purchase, receipt, delivery or use (each, a “**purchase**”) of any products and services supplied by AIM Metal & Alloys LP (“**AIM**”) or any of its subsidiaries or affiliates (collectively, the “**AIM Solder Group**” and each, an “**AIM Seller**”) or an AIM authorized reseller (“**Reseller**”).

Any purchase of products or services supplied by any AIM Seller (collectively, “**Products**”) may, as applicable, also be subject to a sales quotation (“**Sales Quotation**”), order confirmation (“**Order Confirmation**”), and/or invoice (“**Invoice**”) issued by an AIM Seller, and a purchase order (“**Purchase Order**”) issued by any purchaser of such Products (“**Buyer**” or “**you**”). This Agreement, together with any applicable Sales Quotation, Order Confirmation, Invoice, Purchase Order and other document(s) relevant to any given purchase of Products, shall constitute the “**contract documents**”.

Each purchase of Products shall constitute a binding contract between a Buyer and the AIM Seller that issues an Invoice in respect of such Products.

THIS AGREEMENT SHALL SUPERSEDE ANY OTHER TERMS AND CONDITIONS, AGREEMENTS AND OTHER COMMUNICATIONS REGARDING A PURCHASE, EXCEPT FOR SUCH TERMS AND CONDITIONS WHICH A MEMBER OF THE AIM SOLDER GROUP ACCEPTS IN WRITING AND WHICH DO NOT CONFLICT WITH OR CONTRADICT THE TERMS AND CONDITIONS SET FORTH HEREIN. Any provisions of any Purchase Order, confirmation or other document furnished by you which is additional to, different from, or conflicting with this Agreement or any other document issued by a member of the AIM Solder Group, are hereby expressly rejected and will not be binding upon any member of the AIM Solder Group unless specifically agreed to in writing.

Any Buyer that accepts this Agreement in writing, or engages in any conduct that recognizes the existence of a contract pertaining to the purchase of Products (including accepting any whole or partial shipment of Products, or making any whole or partial payment in respect thereof), shall be deemed to have unequivocally accepted this Agreement.

In the event of any conflict or inconsistency between any contract documents governing a purchase of Products, the following order of precedence shall apply to the interpretation thereof: (i) first, this Agreement; (ii) then, the Order Confirmation, if any; (iii) then, the Sales Quotation, if any; (iv) then, the Invoice; (v) then, the Purchase Order; and (vi) then, any other contract document(s) pertaining to such purchase.

#### **1. Acceptance of Orders**

An order will be binding on an AIM Seller upon: (i) its issuance of an Order Confirmation in writing specifying its acknowledgement and acceptance of a specified Purchase Order, the product quantity, unit and total prices, payment terms, delivery terms and other applicable terms and conditions, or (ii) its fulfillment thereof.

Once an order is confirmed by an AIM Seller through an Order Confirmation, it is final and binding and cannot be cancelled by Buyer without the prior written consent of such AIM Seller.

## **2. Price and Payment**

The price of Products and payment terms are as stated on the applicable Order Confirmation or, if none is issued, on the applicable Sales Quotation or, if none is issued, on the applicable Purchase Order.

If not otherwise specified, the price of Products shall be determined based on the AIM Seller's price list in effect at the time of delivery.

The AIM Seller reserves the right to adjust the price, fees and surcharges applicable to any Products subject to a confirmed order at any time, to the extent corresponding to any changes in taxes, duties, levies, charges or tariffs applicable in respect of the sale of such Products, occurring after the acceptance or confirmation of such order.

If not otherwise specified, payment for Products shall be due within thirty (30) days of the Invoice date.

Interest shall be charged on all outstanding amounts on a daily basis and compounded monthly from the date the payment becomes due until the actual payment is made at the rate of 12% per annum or the highest rate allowed by law, whichever is less, with interest on overdue interest at the same rate. Should it become necessary for a member of the AIM Solder Group to collect any past due balances by legal proceedings or otherwise, you agree to pay all costs of collection incurred, including, without limitation, reasonable legal fees and court costs (including judicial and extra-judicial fees and disbursements).

If Buyer becomes subject to insolvency proceedings, payment for all Products delivered shall become payable immediately. If any unpaid Products can be recovered in their original form, the AIM Seller reserves the right to recover them; this includes the recovery of solder materials that are fully retrievable without causing damage to machines, printed circuit boards, components or otherwise.

Buyer shall not withhold payment of any amounts due based on any alleged Product defect under any circumstances whatsoever.

## **3. Shipping**

Shipping terms are as stated on the applicable Order Confirmation or, if none is issued, on the applicable Sales Quotation or, if none is issued, on the applicable Purchase Order.

Unless otherwise agreed in writing by the AIM Seller: (i) Buyer shall be responsible for and shall make all arrangements (and shall pay all costs) for the transportation and handling of Products from the designated delivery point including, without limitation, all costs and expenses for freight, transport, export and import fees, duties, insurance, inspection fees and other applicable charges, (ii) delivery shall be deemed complete and title and risk of loss or damage to the Products shall pass to Buyer upon acceptance of shipment by the designated carrier at the designated delivery point, subject to the AIM Seller's right to be paid in full, and (iii) the AIM Seller shall not be responsible to obtain and/or maintain for the account of Buyer any insurance against loss or damage to Products in transit and the cost of any such insurance shall be borne solely by Buyer.

## **4. Delivery**

Any delivery dates for Products set forth in an Order Confirmation or otherwise issued by an AIM Seller are estimates only. The AIM Seller shall use commercially reasonable efforts to deliver Products in

accordance with the estimated dates. The AIM Seller shall under no circumstances be liable for any failure or delay in delivering Products within such estimated time frames.

All claims against any AIM Seller for errors or shortages must be made by Buyer in writing and notified to the AIM Seller within seven (7) days of receipt of the Product(s) by Buyer. Failure by Buyer to make any such claim within seven (7) days of receipt of the Product(s) shall be deemed acceptance of the Product(s) and a waiver of any and all claims for errors or shortages.

Notwithstanding the foregoing, any use or transfer of a Product by Buyer, its employees, representatives, contractors or licensees, for any purpose, after Buyer's receipt thereof, shall constitute acceptance of such Product by Buyer.

#### **5. No Returns or Exchanges**

All sales of Products are final. No Product may be returned or exchanged without the prior written consent of the AIM Seller, subject to Section 7 (Limited Product Warranty).

Any Products returned upon approval must be returned in their original, unused condition, securely packaged, and at Buyer's expense. Returned items will be inspected upon receipt, and any credit or replacement shall be issued solely at the AIM Seller's discretion. No refunds, credits or replacements will be issued for any Products deemed damaged, used, or unfit for resale, which Products may be disposed of at the AIM Seller's discretion.

#### **6. Product Safety**

Buyer shall be solely responsible for compliance with all laws, rules, regulations and industry safety standards applicable to the importation, purchase, distribution, sale, use and other disposition of Products purchased from any AIM Seller. Buyer shall cause its customers and any subsequent purchasers and users of Products to comply with such laws, rules, regulations and industry safety standards.

#### **7. Limited Product Warranty**

The AIM Seller warrants to the original purchaser or, for Products purchased from a Reseller, to the original end-user, that AIM-branded Products purchased from such AIM Seller or Reseller will, for the warranty period stated in the applicable written Product specifications (the "**Specifications**") and/or the applicable Product warranty (available by contacting your AIM Seller representative), conform to such Specifications. It is the sole responsibility of the original purchaser or, for Products purchased from a Reseller, the original end-user, to acquire up-to-date versions of the applicable Specifications. In the absence of such Specifications, each Product shall conform to the applicable technical data sheet with which it is supplied, for the duration of its stated shelf life.

Subject to the provisions set forth herein, in the event that any Product sold to Buyer is affected by a defect during the applicable warranty period (each, a "**Defective Product**"), the AIM Seller agrees to, at its option: (i) replace the Defective Product with a comparable Product, (ii) upon return of the Defective Product to the AIM Seller, offer a Product purchase credit to Buyer solely to the extent of any future purchases of Products by Buyer, in an amount equal to the purchase price paid by Buyer for the Defective Product, or (iii) offer such other form of compensation as the AIM Seller considers reasonable; it being understood and agreed that the purchase price paid by Buyer therefor may not be reimbursed.

Buyer understands and agrees that in assessing whether there is a Defective Product, the standards that are generally acceptable to the AIM Solder Group for workmanship and materials of Products shall be taken into account. Any claim in respect of a Defective Product must be made by Buyer within ten (10) days following Buyer's discovery of the defect, failing which Buyer will be deemed to have accepted the Defective Product "as is" and to have waived any such claims.

**The foregoing sets forth your sole and exclusive remedy, and AIM's sole and exclusive obligation, with respect to a breach of the warranty set forth above.** In order to receive the benefit of this warranty, you must follow AIM's warranty processes as described herein. You are responsible for properly packaging any Defective Product, paying all shipping costs, loss or damage to the Product during shipping, and any other taxes, fees or charges associated with transporting the Defective Product to the AIM Seller's designated service facility. Purchasing additional Products from an AIM Seller does not extend your warranty period for any previously purchased Products.

### **EXCLUSIONS**

THIS LIMITED WARRANTY COVERS NORMAL USE. THE AIM SELLER DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF AIM BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER NON-AIM BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO NON-AIM BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

### **8. Disclaimer of Warranties**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, PRODUCTS ARE SOLD TO BUYER HEREUNDER WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY NATURE WHATSOEVER, EITHER EXPRESS OR IMPLIED, LEGAL OR CONVENTIONAL, INCLUDING FOR DEFECTS, AND EACH MEMBER OF THE AIM SOLDER GROUP (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MANDATARIES AND REPRESENTATIVES) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, GUARANTEES AND OTHER OBLIGATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF QUALITY, CONDITION, DURABILITY, PERFORMANCE, USEFUL LIFE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND COMPLIANCE WITH LAWS. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED IS LIMITED TO ONE YEAR.

For greater certainty, any technical advice, recommendations and/or assistance provided by an AIM Seller regarding Products is offered solely as a courtesy, and is provided free of charge without any warranty, obligation, or liability on the part of such AIM Seller, which shall not be responsible for any losses, damages, or consequences arising from reliance thereon. Buyer is solely responsible for determining the suitability of the Products for their intended use.

### **9. Limitation of Liability**

IN NO EVENT SHALL ANY MEMBER OF THE AIM SOLDER GROUP (OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MANDATARIES AND REPRESENTATIVES) BE LIABLE TO YOU FOR PROPERTY DAMAGE OR LOSS; PERSONAL INJURY; LOSS (OR ANTICIPATED LOSS) OF USE, REVENUES, PROFITS, PRODUCTIVITY OR

OPPORTUNITY; INTERRUPTION OF BUSINESS; OR ANY INDIRECT, INCIDENTAL, STATUTORY, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), EXTRA-CONTRACTUAL LIABILITY, STRICT LIABILITY OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO PRODUCTS, THEIR USE, OR THIS AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

IN NO EVENT SHALL ANY MEMBER OF THE AIM SOLDER GROUP (OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MANDATARIES AND REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES CAUSED BY BUYER'S OR ANY THIRD PARTY'S ACTS OR OMISSIONS OR BREACH OF THIS AGREEMENT.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE AIM SELLER'S MAXIMUM AGGREGATE LIABILITY TO YOU IN RESPECT OF ANY ORDER FOR PRODUCTS IS LIMITED TO THE TOTAL PURCHASE PRICE PAID BY YOU FOR AIM BRANDED PRODUCT(S) PURCHASED FROM SUCH AIM SELLER PURSUANT TO SUCH ORDER.**

**THE FOREGOING DISCLAIMERS AND LIMITATIONS CONTAINED HEREIN APPLY TO BUYER AND ANY SUBSEQUENT PURCHASERS AND USERS OF PRODUCTS.**

**10. Intellectual Property Rights**

No sale of Products hereunder shall convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by any member of the AIM Solder Group, whether relating to any Product or any design, manufacturing process or other matter. All rights under any such patent, copyright, trademark or other proprietary rights are expressly reserved by the applicable member(s) of the AIM Solder Group.

**11. Force Majeure**

No AIM Seller shall be liable for any loss, damage, claim, delay or failure to perform its obligations, including delivery of the Products, in whole or in part, resulting from any event or circumstance beyond its control including, without limitation, acts of God, war, acts of terrorism, insurrections, riots, embargoes, fires, strikes, shipping and transportation logistics, inability to obtain skilled labour or necessary material, interruption in the supply of power, breakdown of machinery or shortage or unavailability of raw materials from normal sources or routes of supply, floods, weather conditions, accidents, labour disputes and natural disasters, epidemics, pandemics, or governmental laws, regulations, orders or actions. In such cases, the AIM Seller shall be entitled to suspend delivery for the duration of the event causing the delay.

**12. Assignment**

Any member of the AIM Solder Group shall have the right to sell, transfer and assign its rights under this Agreement and any purchase of Products to anyone who agrees in writing to assume all obligations undertaken by such member of the AIM Solder Group thereunder and, upon such assignment and assumption, such member of the AIM Solder Group shall, *ipso facto*, be released and under no further obligation hereunder, except for accrued liabilities, if any. Neither this Agreement nor your rights and obligations hereunder or under any purchase of Products may be assigned, transferred, subcontracted or

delegated, whether directly or indirectly, by operation of law or otherwise, without the AIM Seller's prior written consent, and any such attempted assignment, transfer, subcontract or delegation is null and without effect. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

### 13. AIM Solder Group

You acknowledge that each member of the AIM Solder Group shall have the full right and entitlement to take the benefit of and enforce any indemnities, disclaimers, limitations of liability and other provisions of this Agreement notwithstanding that each member of the AIM Solder Group may not individually be party to this Agreement or any purchase of Products.

You further agree that any AIM Seller may act as trustee, agent, mandatary or representative for any other member(s) of the AIM Solder Group, and may enforce any indemnities, disclaimers, limitations of liability and other provisions of this Agreement, for and on behalf of such other member(s) of the AIM Solder Group and, in such event, you will not assert any defense thereto based on the absence of authority or consideration or privity of contract and you hereby irrevocably waive the benefit of any such defense.

### 14. Applicable Law and Disputes

The *United Nations Convention on Contracts for the International Sale of Goods* does not apply to this Agreement or any purchase or sale of Products hereunder.

#### AIM Solder Quebec & Canada

If your AIM Seller is **AIM Metal & Alloys LP**, this Agreement and all purchases shall be interpreted under and governed by the laws of the **Province of Quebec**, without giving effect to conflicts of law rules, and the laws of Canada applicable therein. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in the judicial district of **Montreal, Quebec, Canada**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

#### AIM Solder USA

If your AIM Seller is **AIM Products LLC** or **AIM Solder USA LLC**, this Agreement and all purchases shall be interpreted under and governed by the laws of the **State of Rhode Island**, without giving effect to conflicts of law rules. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in the **State of Rhode Island**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

#### AIM Solder Mexico

If your AIM Seller is **Soldadura de Mexico S.A. de C.V.**, this Agreement and all purchases shall be interpreted under and governed by the laws of **Mexico**, without giving effect to conflicts of law rules. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in **Juárez**,

**Mexico**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

#### **AIM Solder UK**

If your AIM Seller is **AIM Solder (UK) Limited** or **B.L.T. Circuit Services Limited**, this Agreement and all purchases shall be interpreted under and governed by the laws of **England and Wales**, without giving effect to conflicts of law rules. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in **London, England**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

#### **AIM Solder Europe**

If your AIM Seller is **AIM Solder Europe Sp. Z.o.o.**, this Agreement and all purchases shall be interpreted under and governed by the laws of **Poland**, without giving effect to conflicts of law rules. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in **Warsaw, Poland**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

#### **AIM Solder Hong Kong**

If your AIM Seller is **AIM Solder (HK) Company Limited**, this Agreement and all purchases shall be interpreted under and governed by the laws of **Hong Kong SAR**, without giving effect to conflicts of law rules. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in **Hong Kong SAR**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

#### **AIM Solder PRC**

If your AIM Seller is **AIM Solder (Changxing) Company Limited** or **AIM Solder (Shanghai) Co., Ltd.**, this Agreement and all purchases shall be interpreted under and governed by the laws of the **People's Republic of China**, without giving effect to conflicts of law rules. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in **Shanghai, People's Republic of China**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

#### **PAI-AIM Solder India**

If your AIM Seller is **PAI-AIM Solder (India) Pvt. Ltd.**, this Agreement and all purchases shall be interpreted under and governed by the laws of **India**, without giving effect to conflicts of law rules. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in **Vadodara, Gujarat, India**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

### AIM Solder Malaysia

If your AIM Seller is **AIM Solder (Malaysia) Sdn. Bhd.**, this Agreement and all purchases shall be interpreted under and governed by the laws of **Malaysia**, without giving effect to conflicts of law rules. In such case, all disputes and claims arising out of or relating to this Agreement or the transactions hereunder, shall be brought exclusively before the courts of competent jurisdiction situated in **George Town, Penang, Malaysia**, and you waive any objection or defense based upon venue or such courts being an inconvenient forum for any such action or proceeding.

### 15. General

THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. You may not assign this Agreement without the prior written consent of your AIM Seller. This Agreement may not be modified, altered or amended without the written agreement of your AIM Seller. The invalidity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision herein. All indemnities, disclaimers and limitations set forth herein, as well as all other provisions which by their nature survive, shall survive the expiry or termination of this Agreement and any purchase of Products hereunder. The waiver by any member of the AIM Solder Group of any breach or its failure to enforce any of the provisions contained herein shall not in any way affect, limit or prevent its right thereafter to enforce and compel strict compliance with each and every provision hereof.