

## Avnet's Terms and Conditions of Sale (Global)

The sale of products and services ("Products") by Avnet, Inc. and its divisions, subsidiaries, and affiliates ("Avnet") to a customer ("Customer") are subject to these terms and conditions ("Agreement") regardless of other terms or conditions in any purchase order, document, or other communication of Customer ("Order"). Avnet objects to such other terms. This Agreement may only be modified in writing signed by authorized representatives of both Avnet and Customer.

**1. ORDERS.** Unless otherwise stated on the quote, Avnet quotes are invitations to tender and are subject to change at any time without notice. All Orders are subject to acceptance by Avnet. Contracts between Customer and Avnet are formed upon Avnet's written acceptance, Electronic Data Interchange ("EDI") acknowledgment or execution of Customer's Order and are subject to this Agreement. All Orders for Products that Avnet identifies as non-standard or "NCNR" are non-cancelable and non-returnable. Avnet may identify Products as non-standard or "NCNR" by various means including quotes, Products lists, attachments or exhibits. Customer may not change, cancel or reschedule Orders for Products without Avnet's consent. Avnet reserves the right to allocate the sale of Products among its customers.

**2. PRICES.** Unless otherwise stated on Avnet's proposal, quote or invoice, prices are for Products only and do not include taxes, freight, duties, tariffs or any other charges or fees for additional services (collectively, "Additional Fees"). Unless otherwise stated on Avnet's proposal, quote or invoice, Customer is responsible for any and all Additional Fees. Prices are subject to change due to manufacturers' price increase, change in exchange rate or quoting errors.

**3. TERMS OF PAYMENT.** Payment is due as stated on Avnet's invoice without offset or any deduction for withholding taxes or any other reason. On any past due invoice, Avnet may charge interest from the payment due date to the date of payment at eighteen percent (18) percent per annum or the maximum amount allowed by applicable law, plus reasonable attorneys' fees and collection costs, with a minimum fee of forty (40) Euros for sales in the European Union as required by the applicable law. At any time, Avnet may change the terms of Customer's credit. Avnet may apply payments to any of Customer's accounts. If Customer defaults on any payment, Avnet may reschedule or cancel any outstanding delivery or Order and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, Customer credits provided by Avnet will expire if unused within twelve (12) months.

**4. DELIVERY.** Unless otherwise stated by Avnet in writing, all Avnet deliveries from the European Union are CPT customer's delivery location, and all Avnet deliveries from outside the European Union are FCA Avnet's warehouse or, for drop shipments, FCA the manufacturer's warehouse (INCOTERMS 2020). Avnet's delivery dates are estimates only and subject to Avnet's timely receipt of supplies. Avnet shall not be responsible or liable for any costs, losses or damages arising out of or related to: (i) any failure to deliver Products within the time prescribed therefor; (ii) delay in delivery; (iii) partial delivery; or (iv) early delivery. Customer shall accept Products notwithstanding delayed, partial or early delivery. Customer may not cancel any other Orders based on delayed delivery of any part of an Order.

**5. TITLE.** For sales from outside the European Union or Australia, title shall pass to Customer upon delivery of the Products to the carrier. For sales from the European Union or Australia, as a form of payment security, title shall pass to Customer upon payment in full for the Product by Customer. In case of an onwards sale, Customer assigns all rights in the related receivables to Avnet until Customer has made payment in full. Once the Product is processed or combined with other items ("Processed Product"), Avnet's retained title transfers to a share in the title in the Processed Product reflecting the value of the Product relative to the value of the Processed Product. This section does not apply to sales of Software (as defined below) and services.

**6. SOFTWARE.** Software is the machine readable (object code) version of computer programs ("Software"). Customer's use of Software and any related documentation shall be governed by the license agreement applicable to the Software. Software embedded in or bundled with hardware must be used solely with the hardware for which it was intended and may not be transferred separately.

**7. WARRANTY.** Customer acknowledges that Avnet is not the manufacturer of the Products. Avnet shall pass through to Customer any transferable Product warranties, indemnities, and remedies provided to Avnet by the manufacturer, including those for intellectual property infringement, if any, to the extent it is permitted to do so. If required by law, Avnet warrants that at the time of delivery, Products will conform to the specifications stated by the manufacturer in its published data sheet for the Products. All warranty claims shall be time-barred twelve (12) months from the time of delivery of the non-conforming Products. If Avnet performs value-added work such as integration work, tape-and-reel, or programming, Avnet warrants such value-added work will conform to Customer's written specifications accepted by Avnet for ninety (90) days after delivery by Avnet. Customer shall be deemed the manufacturer of such value-added Products. Customer's sole remedies for breach of Avnet's warranty are, at Avnet's choice: (i) repair of the Products; (ii) replacement of the Products; (iii) re-performance of the value-added work; or (iv) refund of Customer's purchase price for the Products. Avnet makes no representation or warranty with respect to Software and will have no liability in connection therewith. Unless it is specifically stated in the Software's applicable license agreement, **SOFTWARE IS PROVIDED "AS IS" WITH NO ADDITIONAL WARRANTY.**

**AVNET MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. UNLESS WARRANTED AS DESCRIBED IN THIS SECTION, PRODUCTS ARE PROVIDED "AS IS".**

#### **8. PRODUCT RETURN.**

(a) Customer may return Products to Avnet only with a return material authorization ("RMA") number issued by Avnet.

(b) An RMA shall be issued by Avnet subject to the following:

(i) Returns for Visual Defect: Avnet Receipt of written notice of any damage to outer packaging, damage to Products, shortage of Products, or other discrepancy ("Visual Defect") within three (3) business days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products;

(ii) Returns for Product Warranty: Avnet receipt of written notice stating the specific Product defect within the warranty period;

(iii) the defect notified under (i) or (ii) was caused solely by Avnet or the original manufacturer;

(iv) the defect notified under (i) or (ii) is not damage, shortage, or other discrepancy created by Customer, a carrier, a freight provider or any third party;

(v) Customer must return the Products to Avnet in compliance with instructions in the RMA provided by Avnet; and

(vi) Avnet's assessment of returned Products confirms eligibility for return under this section.

(c) Avnet may return Products not eligible for return under this section to Customer on a freight collect basis, or hold such Products for Customer's collection and account at Customer's expense.

**9. LIMITATION OF LIABILITY.** In any action under or relating to this Agreement, whether based in contract, warranty, tort (including negligence) or any other legal theory, Avnet shall not be liable for any indirect, special, incidental, punitive or consequential damages, including loss of profits, loss of revenue, loss of data, loss of use, rework, repair, manufacturing expense, costs of product recall, injury to reputation or loss of customers even if Avnet has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy in this Agreement. In no event shall Avnet's liability arising out of or in connection with this Agreement exceed the total amount paid to Avnet for the specific Products at issue. To the extent Avnet

cannot lawfully disclaim any implied or statutory warranties, Customer's statutory warranty rights are not affected by this limitation of liability.

**10. FORCES BEYOND AVNET'S CONTROL.** Avnet will not be in breach of this Agreement and will not be liable for failure to fulfill its obligations under this Agreement, if any such failure or delay is due to or arising out of any legal theory of force majeure, an act of nature, act or omission of Customer, act of a governmental authority, including laws, regulations, orders or decrees, operational disruptions, man-made or natural disaster, epidemic, pandemic, shortage of labor, energy, fuel, materials or Products, strike, labor action, criminal act, war, terrorism, civil unrest, delay in delivery or transportation, inability to obtain labor, materials or Products through regular sources, communication or power failures, Act of God, or any cause beyond its reasonable control.

**11. USE OF PRODUCTS.** Customer shall comply with the manufacturer's Product specifications. Products are not authorized for use in life support systems, human implantation, nuclear facilities or any other application where Product failure could lead to loss of life or property damage. If Customer uses or sells the Products for use in such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk. Customer shall indemnify, defend and hold Avnet harmless from any claims resulting from or arising out of: (i) Avnet's compliance with Customer's designs, specifications, or instructions; (ii) modification of any Product by a party other than Avnet; (iii) use of Products in combination with other products; (iv) use of Products not authorized as described above; or (v) use of Products and related technology in chemical, biological or nuclear weapons, rocket systems (including ballistic missile systems, space launch vehicles and sounding rockets) or unmanned air vehicles capable of delivering same, or in the development of any weapons of mass destruction.

**12. EXPORT CONTROL.** Certain Products and related technology ("Items") sold by Avnet are subject to export control regulations of the United States, the European Union, Japan, and/or other countries, excluding boycott laws ("Export Laws"). Customer shall comply with such Export Laws and obtain any license, or permit or other approval required to transfer, export, re-export or import the Items. Customer acknowledges that related technology consists of "Technical Data" and "Technical Assistance". Technical Data may be in the form of blueprints, plans, diagrams, models, tables, engineering, design and specifications, manuals and instructions written or recorded on media or devices such as disk, tape, or read-only memories. Technical Assistance may be in the form of instructions, skills training, working knowledge, or consulting services. Customer shall not directly or indirectly export, re-export, or transfer (or cause to be exported, re-exported or transferred) any Items to any country, jurisdiction, individual, corporation, organization, or entity to which such export, re-export, or transfer is restricted or prohibited by Export Laws, including sanctions or embargoes administered by the United States Government, the European Union, Japan or by any other applicable government authority.

**13. ELECTRONIC ORDERS.** If any part of the purchase and sale of Products, including Customer's NCNR acknowledgment or demand forecast, uses EDI, Customer's internal portal, third party portal or any other electronic means ("Electronic Purchase Order"), this Agreement will continue to apply to the purchase and sale of Products between Customer and Avnet. Customer's acceptance of Avnet's acknowledgment request or Avnet's specification of details with respect to Electronic Purchase Orders via writing, email or other EDI is binding on Customer.

**14. ENVIRONMENTAL COMPLIANCE.** Where applicable, Customer is responsible for all obligations and liabilities under the European Union's (i) Waste Electrical and Electronic Equipment Directive (2012/19/EU), (ii) Packaging Waste Directive (94/62/EC) and (iii) Batteries Directive (2006/66/EC), all as amended and all related national implementing measures in force from time to time.

## **15. GENERAL.**

A. This Agreement shall be governed, construed, and enforced in accordance with the laws of the country where the Avnet entity that accepted Customer's Order ("Governing Country") is located without reference to the conflict of laws principles. If the Governing Country is the United States of America, the laws of the State of Arizona shall apply. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. Each party consents to the exercise by

any such court of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. **THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.**

B. Customer may not assign this Agreement or any right or obligation hereunder without Avnet's prior written consent. Avnet's affiliates may perform Avnet's obligations under this Agreement.

C. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law. The unenforceability or invalidity of any term or condition will not affect the remainder of the terms or conditions.

D. Products, including Software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and user licenses, and Customer shall comply with such rights.

E. Customer shall comply with all applicable laws, rules and regulations, including, but not limited to anticorruption laws such as U.S. Foreign Corrupt Practices Act, UK Bribery Act and local implementation legislation of the OECD Anti-bribery Convention.

F. Customer shall collect, process, store, and transfer all personal data provided by Avnet under this Agreement in strict accordance with applicable law including, but not limited to, the California Consumer Privacy Act of 2018 and related regulations ("CCPA") and EU data protection principles and requirements. Customer shall use and store personal data solely for the purpose of facilitating communication and collaboration and for purchasing Products from Avnet under this Agreement and for no other purposes. Customer shall implement and maintain security procedures and practices appropriate to the nature of the personal data it collects, processes, stores, or transfers consistent with industry best practices. If personal data of EU residents is being transferred to countries outside the EU / EEA, Customer shall ensure by appropriate means that such personal data continues to be handled and processed in accordance with the data protection principles of purpose limitation and necessity; data accuracy, data quality and proportionality; data security and confidentiality. Rights of data subjects (access, rectification, deletion, and objection) must be ensured. In addition, Customer shall reasonably assist Avnet to promptly comply with inquiries it receives under applicable data protection laws. In the event Customer discovers or is notified of a data breach involving personal data provided by Avnet, Customer shall notify Avnet of the data breach as soon as practicable, but no later than twenty-four (24) hours after Customer became aware of the data breach. Customer shall take all actions necessary to contain the data breach and provide Avnet with all reasonably necessary information on the data breach and remedial actions. As required by the CCPA, Customer certifies its understanding of the obligations and restrictions in this Section and its compliance with such obligations and restrictions.

G. The parties agree that electronic signatures may be used for all purposes under this Agreement and shall be legally valid, effective and enforceable for all purposes hereunder.

H. Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses or conformance with legal or other requirements) is provided by Avnet on an "AS IS" basis and does not form a part of the properties of the Product. Avnet makes no representation as to the accuracy or completeness of the Product information, and **DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION.** Avnet recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. Avnet is not responsible for typographical or other errors or omissions in Product information. Avnet employees, representatives and/or agents have no authority to make any representations regarding Products other than those specified in this Agreement or a signed written amendment hereto. Avnet shall have no liability for any representation or information that is not a part of this Agreement.

**17. GOVERNMENT CONTRACTS.** Avnet is a distributor of "Commercial Items" as defined in FAR 2.101. Avnet does not intend to sell Products to the U.S. Government or a higher-tier contractor that fail to meet the "commercial item" definition in FAR 2.101. Accordingly, Avnet agrees only to the clauses in the Federal Acquisition Regulation ("FAR") and agency FAR supplements (as applicable based on the U.S. Government customer) that are explicitly required to be inserted in a subcontract for commercial items, as set forth in FAR 52.244-6(c)(1) or an agency FAR supplement. In accordance with FAR 12.211, Customer will receive only those rights in technical data customarily provided to Avnet by the manufacturers. By no means will this be interpreted as providing to Customer unlimited rights in data, software, or intellectual property rights provided by the manufacturers or any other third party. Avnet specifically rejects the flow down of the requirements of the: (i) Trade Agreements Act, FAR 52.225-5 or DFARS 252.225-7021; and (ii) the Buy American Act, FAR 52.225-1 or DFARS 252.225-7001. Avnet cannot comply with any Preference for Domestic Specialty Metals regulation unless (A) there is an applicable exception or (B) the manufacturer represents and warrants that the Products are compliant.