

## GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions shall supersede any and all Terms and Conditions contained on all prior agreements, proposals, purchase orders, quotations, price books, or other communication between the purchaser and HTS ("Seller"). The purchaser may give or receive, and the right of the parties shall be governed exclusively by the provisions, terms and conditions here of except as otherwise specifically stated in writing and assented to in writing by an authorized representative of HTS ("Seller").

### 1. TERMS

- A. Prices may be adjusted without prior notice, and future-dated delivery orders will be invoiced based on the prices prevailing at the time of dispatch, unless a price adjustment mechanism is otherwise agreed upon.
- B. Payment terms, unless otherwise specified, are at the discretion of the Seller, including payment in full at the time of the order or through a sight draft accompanying the bill of lading or other shipping documents, at no additional cost to the Seller.
- C. For accounts with extended credit, the full amount of the invoice is due within (30) days from the invoice date. The Seller reserves the right to modify or revoke credit terms at any time. An interest charge of 1.5% per month applies to all outstanding, uncontested amounts, unless restricted by state laws, where the highest legal rate will be enforced.
- D. Payments are due when shipments are made, and invoices rendered. If shipments are delayed by the Purchaser, payments shall become due when the Seller is prepared to make shipment. The purchaser shall also pay charges for storage, handling, taxes and insurance from such data of rate of \$1.50 per month for every \$100.00 of invoice value of the products whose shipments are so delayed. Products so held for the Purchaser shall be at the risk and expense of the Purchaser.

### 2. FREIGHT/SHIPPING POLICY

- A. Shipments are dispatched FOB shipping point, which typically means freight charges are the responsibility of the Purchaser. However, freight costs will be pre-paid by the Seller and added to the invoice, unless otherwise specified in the quote. We will default to standard shipping methods unless the Purchaser specifies and agrees to bear the costs for an alternative method of transportation.
- B. The Seller adheres to standard commercial packaging practices for domestic deliveries. Any requests for non-standard packaging will incur additional charges, to be paid by the Purchaser.
- C. Upon delivery, it is the Purchaser's duty to verify the contents of the shipment, including the identification and quantity of materials and to inspect for any damage. Should there be any discrepancies or damages, the Purchaser must notify the Seller in writing within ten days of delivery to the following address: 1710 North Higley Road, Mesa, AZ 85205 USA.

### 3. TAXES

Prices quoted do not include any Sales, Use, Excise, or other similar taxes applicable to the sale of goods. Where applicable, these taxes will be itemized separately on the invoice and are payable by the Purchaser. Alternatively, the Purchaser may supply the Seller with a valid tax exemption certificate recognized by the relevant tax authorities. In addition, for products shipped to destinations outside the United States, the Purchaser is responsible for all associated export duties, licenses, customs duties, and fees.

### 4. PLANS, DRAWINGS AND SPECIFICATIONS

All plans, drawings, specifications, and any other proprietary materials created or acquired by the Seller, which are not directly charged to the Purchaser, shall remain the exclusive property of the Seller.

### 5. LIMITED WARRANTY

The Seller guarantees that the cable provided will match the specifications supplied by the Purchaser, except as altered by mutual written consent, and will be free from defects in materials and craftsmanship. This warranty is contingent upon the cable being properly stored, installed, used, and maintained according to the Seller's guidelines and in compliance with relevant ANSI, ASTM, and OSHA standards.

- A. The Seller's sole responsibility under this warranty is, at its discretion, to either repair or replace any cable found to be defective within one year of being put into service, not exceeding 12 months from the shipment date. This is conditional on the Purchaser providing timely written notice and adequate proof of the defect and allowing the Seller or its agent to inspect and test the cable at the site of use.
- B. Any cable repaired or replaced under this warranty will carry a new warranty period of twelve months from the date of repair or replacement.
- C. The amount of cable eligible for replacement under this warranty will not exceed the quantity produced in the production run of the defective cable.
- D. This warranty supersedes all other warranties and liabilities, including those for merchantability or fitness for a particular purpose, whether stated explicitly or implied by law. It represents the Seller's complete liability and the Purchaser's exclusive remedy for any claims of damages related to the product's design, suitability, installation, or operation.

### 6. LIMITATION OF LIABILITY

Under no circumstances shall the Seller be held responsible for any direct, incidental, special, or consequential damages arising from the use of or inability to use the goods. This includes, but is not limited to, losses related to the operation of the Purchaser's facilities, revenue, profits, or claims made by the Purchaser's customers. The maximum liability of the Seller, regardless of the circumstances, shall not surpass the purchase price of the goods in question.

### 7. DELAYS

- A. The Seller's commitment to timely delivery may be impacted by unforeseen events beyond its control, including but not limited to strikes, labor disputes, civil unrest, natural disasters, transportation disruptions, supply chain interruptions, or governmental mandates. Under such circumstances, the Seller bears no liability for any resultant losses or damages.
- B. Estimated delivery dates are based on the Seller's production schedules at the time of the quote and are subject to change upon receipt of the order, contingent upon timely receipt of all necessary production approvals and clearances. In cases where the order acknowledgment specifies a shipping date, this date takes precedence over any dates mentioned in the customer's original order. Furthermore, any delays resulting from required testing or inspections will appropriately extend the anticipated shipping timeline.

### 8. PATENTS

- A. Should any legal action be initiated against the Purchaser alleging that a product—or any component thereof—supplied by the Seller infringes upon any U.S. patent, the Seller will defend the Purchaser against such claims. This defense is conditional upon the Purchaser promptly notifying the Seller in writing, granting the Seller authority to manage the defense, and providing all necessary information and assistance, with expenses borne by the Seller. The Seller will also cover all awarded damages and costs in such proceedings against the Purchaser.
- B. If it is determined that the supplied product, or any of its parts, indeed infringes on patent rights and its use is prohibited, the Seller commits to, at its own expense, secure the right for the Purchaser to continue using the item, substitute it with a non-infringing equivalent, modify it to avoid infringement, or retract the product and reimburse the Purchaser for both the purchase price and any related shipping costs.
- C. This clause outlines the full extent of the Seller's liability for patent infringement claims related to the provided product or its components. Additionally, the Purchaser agrees to indemnify the Seller against losses or expenses stemming from patent or trademark infringement claims that arise due to adhering to the Purchaser's specific designs or specifications.

### 9. QUANTITIES

- A. The quantities of products to be supplied will match those specified in the purchase order or as explicitly stated in any referenced documentation. Should the Purchaser request quantities exceeding those detailed in the purchase order or any accepted change orders—and in cases where a precise quantity hasn't been stipulated but goods are already dispatched as per the agreed total order value plus any adjustments noted in the purchase order—the price for additional quantities will be negotiated at the Seller's discretion, regardless of any existing price adjustment provisions for specified quantities.
- B. An order is deemed complete once the Seller dispatches a quantity within the tolerance range, they determine, either above or below the stated order amount. This approach accommodates situations where producing the exact ordered quantity is unfeasible.
- C. Standard tolerances for product specifications will be observed. **For overall quantity and lengths, a shipping tolerance of plus or minus 10% per line item is standard unless otherwise specified. For orders necessitating precise lengths, a cutting fee of \$200 per line item will be incurred.**

### 10. DEFAULT

The Seller reserves the right, under the provisions of the Uniform Commercial Code or other relevant laws, to exercise various remedies in the event of the Purchaser's default on payment or other obligations. These remedies include the right to cancel any unfiled portions of this order, as well as any other outstanding orders from the Purchaser. Additionally, the Seller may withhold shipments, halt the production of items ordered, and, if necessary, recall goods already in transit to reclaim them. In such instances, the Seller is entitled to compensation for reasonable and appropriate charges related to the cancellation and any actions taken to recover goods and mitigate losses.

### 11. ARBITRATION

Should any dispute or claim arise from or in connection with this order, it will be resolved through arbitration held in Mesa, Arizona, following the prevailing rules of the American Arbitration Association. The decision resulting from such arbitration will be final and binding and may be enforced in any court that holds jurisdiction over the matter.

### 12. JURISDICTION

The terms, interpretation, and enforcement of this order, including issues related to its validity, construction, and performance, shall be governed exclusively by the laws of the State of Arizona.

### 13. INSPECTIONS AND ACCEPTANCE

Orders are deemed accepted based on the condition that the products pass inspection and acceptance procedures at the Seller's manufacturing site. Should the Purchaser request additional tests or inspections beyond standard practices or wish for these to be conducted at locations external to the Seller's premises, the Purchaser will be responsible for covering the costs at the Seller's current rates for such specialized services.

### 14. CANCELLATION

The Purchaser may cancel their order under the condition that they provide written notice to the Seller and cover any applicable cancellation fees. Cancellation fees include a restocking and handling charge, which is assessed as follows:

- A. A fee of 35% of the order value applies to stock items returned to the Seller.
- B. For specific manufactured items (control panels, MI Cables, tube bundles, etc....) that have been delivered to the Purchaser's site, a restocking fee of 100% of the item's value will be applied. Furthermore, should the Purchaser request postponements that impact products currently in production, the Seller may treat such requests as cancellations for the affected items.

### 15. RETURNS

Prior written consent from the Seller is required for the return of any products by the Purchaser, regardless of the reason for return. Unauthorized returns will result in the Purchaser granting the Seller the right to retain the returned products, with all associated risks and costs borne by the Purchaser, along with any other remedies available to the Seller.

### 16. ASSIGNMENT

The assignment of this order, or any part of the Purchaser's interest or rights derived from it, is not valid without the express written consent of the Seller. Unauthorized assignments will be considered null and void.

### 17. ACCEPTANCE

The prices quoted by HTS are guaranteed for the duration specified in the Seller's quotation. Please note, however, that these quotations are subject to modification within the stated validity period, with HTS reserving the right to update prices as necessary through written notification.