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Trenton Systems, Inc. Terms & Conditions of Sale

The following terms shall govern the sale of Trenton Systems, Inc. ("Trenton") products that are ordered by customers ("Buyer"), including all hardware (the "Hardware") and software, including firmware and associated documentation (the "Software"), and engineering ("NRE") as reflected in Buyer's purchase order (collectively, the "Products.")

Any and all terms and conditions included in any subsequent communications from Buyer (e.g. in purchase orders) are not accepted by Trenton unless explicitly agreed in writing. If Buyer submits a purchase order or other documentation to evidence that it wishes to proceed with the transaction that is the subject of a valid Trenton quotation, Buyer is deemed to have accepted these Terms & Conditions of Sale, and the Trenton Systems quotation (collectively, "Agreement.")

1. Delivery of Hardware

Delivery shall be FOB Origin (where the destination point is within the United States) or FCA (Free Carrier) (Incoterms 2020) Trenton's factory (for shipments where the destination point is outside of the United States.) Title and risk of loss shall pass to Buyer upon delivery to the carrier. Unless otherwise directed and agreed upon with Buyer in writing, the Hardware will be shipped uninsured. Dates of shipment are estimates only and Trenton shall not be liable for any loss or damage by reason of any delay in delivery or for causes beyond Trenton's control, or for failure to give notice of delay in delivery. Buyer shall be responsible for all transportation charges, transit insurance (if applicable), and handling charges, if any.

2. Taxes

Buyer shall be responsible for all taxes on the sale or use of Products supplied to Buyer, except taxes based on Trenton's income.

3. Payment Terms

With approved credit, terms are net thirty (30) days from date of shipment by Trenton. Otherwise, payment terms will be full or partial payment in advance of shipment by Trenton. All payments will be made electronically (using Automated Clearing House or Wire) unless Trenton agrees in writing to a different payment method. Buyer shall pay interest on amounts not paid when due, at the highest lawful rate.

4. Warranty

A. Trenton Systems Branded Hardware

Trenton warrants that new hardware Products manufactured by Trenton and furnished hereunder will be free from defects in material, workmanship, and design for a period of five (5) years from the date of invoice from Trenton or its appointed distributor, as the case may be. Trenton warrants that all other new hardware components (including, but not limited to, power supply, hard drive, DVD/CD-ROM, cables, and peripheral cards) furnished hereunder will be free from defects in material and design for the time specified on the original manufacturer warrantee. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of three (3) months from the date of shipment to Buyer or the remainder of the original warranty term for that particular Product, whichever is longer.

B. Trenton Systems Branded Software and Firmware

Unless otherwise provided in a Trenton license, Trenton warrants that standard software or firmware Products furnished hereunder, when used with Trenton-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Trenton for a period of one (1) year from the date of invoice from Trenton or its appointed distributor, as the case may be. Trenton makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Buyer's intended use or requirements. Opened or installed software is not returnable.

C. Non-Warranty Factory Remanufacture, Repair and Field Exchange

Trenton warrants that non-warranty factory remanufactured, or field exchanged hardware Products or repaired hardware Product components will be free from defects in material and workmanship for a period of three (3) months from the date of invoice from Trenton or its appointed distributor, as the case may be.

D. Services

Trenton warrants that Products comprised solely of services (including, but not limited to, training, engineering and custom application programming services) will be performed by appropriately skilled personnel employed or retained by Trenton.

E. Buyer Specifications/Compatibility

Trenton does not warrant and will not be liable for any design, materials, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Any warranty applicable to such Buyer-specified items will be limited solely to the warranty, if any, extended by the original manufacturer or vendor directly or indirectly to Buyer. Trenton does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer's application except to the extent expressly represented in Trenton's published specifications or written quotation.

F. Product Return

If Trenton hardware product proves defective, Buyer must notify Trenton in writing within the Warranty Period. Buyer must obtain shipping instructions from Trenton prior to returning any defective Product under this warranty. Product is returned to Trenton prepaid.

G. Limited Warranty

Buyer agrees that if a Trenton product proves defective, Trenton is only obligated to repair, replace or refund the purchase price of this product at Trenton's discretion. The warranty is void if the product has been subjected to alteration, neglect, misuse, or abuse; if any repairs have been attempted by anyone other than Trenton; or if failure is caused by accident, acts of God, or other causes beyond the control of Trenton.

H. DISCLAIMER OF WARRANTY

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF TRENTON AND ITS SUPPLIERS WITH RESPECT TO THE HARDWARE AND ITS USE, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND TRENTON AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Substitutions and Modifications

Trenton reserves the right to make substitutions or modifications in the specifications or design of any Hardware provided that such changes do not adversely affect product form, fit, function or performance.

6. Cancel/Reschedule

A. Trenton Standard Hardware and Software

Buyer may cancel any purchase order or any part thereof for Trenton standard Hardware and Software, by giving Trenton written notice more than sixty (60) days prior to the scheduled delivery date of the Hardware or Software and shall pay a fifty percent (50%) cancellation fee.

All purchase orders for Hardware or Software which have been designated as being end-of-life by Trenton are non-cancellable.

Buyer may reschedule any purchase order or any part thereof for Trenton standard Hardware and Software one time only, by giving Trenton written notice more than sixty (60) days prior to the original scheduled delivery date of the Hardware or Software and shall pay, as applicable, either: (i) a twenty-five (25%) percent reschedule fee for orders rescheduled for delivery between sixty-one (61) and ninety (90) days after the original scheduled delivery date; or (ii) a ten (10%) percent reschedule fee for orders rescheduled for delivery between one (1) and sixty (60) days after the original scheduled delivery date.

Rescheduling more than ninety (90) days after the original scheduled delivery date is not permitted, unless otherwise mutually agreed in writing.

B. Custom Products and Third-party Products

Buyer may cancel any purchase order for custom Products or third-party Products by giving Trenton written notice more than ninety (90) days prior to the scheduled delivery date of the custom Products or third-party Products. In the event that Buyer cancels a purchase order for such custom Products or third-party Products, then Buyer shall pay a 10% percent cancellation charge. In addition, Buyer will be invoiced at the time of cancellation for all work completed on such custom Products or third-party Products received or non-cancellable by Trenton, for all work in progress, and for any of its suppliers' cancellation charges, at the prices quoted by Trenton.

Rescheduling of the delivery date of purchase orders for custom Products or third-party Products is not permitted, unless otherwise mutually agreed in writing.

C. Cancellation by Trenton

In the event of economic hardship created at Trenton by significantly increasing supply chain parts costs, Trenton has the right to either renegotiate product pricing with Buyer on existing purchase orders, or cancel any purchase order or any part thereof, by giving Buyer written notice at least thirty (30) days prior to the scheduled delivery date of the product. Trenton must refund any payment already made by Buyer for the said purchase order, less than thirty (30) days after notice date, in the form that payment was made to Trenton.

7. Termination

Either party may terminate this Agreement upon written notice to the other if the other party becomes insolvent, files a petition in bankruptcy, or fails to perform a material term or obligation of this Agreement and such failure to perform continues for a period of thirty (30) days after receipt of written notice of such breach.

Failure to pay any monies due under this Agreement is considered a material breach. Termination shall not exclude other remedies each party may have for failure to perform its obligations hereunder.

8. Patent and Copyright

Trenton will, at Trenton's own expense, defend any action brought against Buyer to the extent that such action is based on a claim that any Trenton proprietary Hardware, if used as authorized in this Agreement, infringes a United States patent or copyright. Trenton will pay all costs and damages finally awarded by a court of competent jurisdiction, provided that Trenton is given prompt written notice (by certified mail) of such claim and, all required information, reasonable assistance and sole authority and control to defend, negotiate or settle the claim. Trenton has the right, at Trenton's sole option, either to obtain the right to continue using the Hardware, or replace or modify the Hardware so that it is no longer infringing, or if such remedies are not reasonably available to Trenton, Trenton will grant Buyer a reasonable credit and accept return of the Hardware. Trenton will not have any obligations or liability under this clause if the alleged infringement arises from (i) use or combination of the Hardware with other products, devices or software not supplied by Trenton, or (ii) Trenton's compliance with Buyer's designs, specifications or instructions, or (iii) modifications or alterations made by any party other than Trenton, or (iv) use of the Hardware in a manner

not reasonably foreseeable. THE FOREGOING STATES TRENTON'S ENTIRE LIABILITY AND OBLIGATION FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TRENTON DISCLAIMS ALL OTHER LIABILITY FOR THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

Buyer agrees to indemnify and hold Trenton harmless from any claims, suits, proceedings, losses, liabilities, damages, costs and expenses (inclusive of Trenton's reasonable attorneys' fees) arising from (i) use or combination of the Products with other products, devices or software not supplied by Trenton, or (ii) Trenton's compliance with Buyer's designs, specifications or instructions, or (iii) modifications or alterations made by any party other than Trenton, or (iv) use of the Products in a manner not reasonably foreseeable. Trenton shall have the right to participate, at its expense, in the defense of any claim covered under this section with counsel of its own choosing.

9. Intellectual Property Ownership

Buyer understands and agrees that Trenton shall solely and exclusively own and have all right, title and interest in and to all technical data, software, both object and source code, trade secrets, mask works, processes, ideas, know-how, documentation, concepts, inventions, improvements, discoveries and any other tangible or intangible property (collectively, the "Information") developed or prepared by Trenton pursuant to or in anticipation of, a Buyer purchase order and all related copyrights, patents, trade secret rights, mask work rights and other intellectual property rights.

Without limiting the generality of the foregoing, Buyer agrees that all records papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions thereof, samples, models, and tools supplied or produced by Trenton during performance of the work under this Agreement with Buyer shall be considered Trenton's property, the nature and contents of which shall not be disclosed to others without written permission from Trenton, and shall be surrendered by Buyer to Trenton upon completion of the related portions of such work, as may be requested.

10. Limitation of Liability

Circumstances may arise where, because of a default on Trenton's part or other liability, Buyer is entitled to recover damages from Trenton. In each such instance, regardless of the basis on which Buyer may be entitled to claim damages from Trenton, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Trenton is liable for no more than the amount of any other actual direct damages up to the charges for the product or service that is the subject of the claim. Notwithstanding the foregoing, in no event, however, does Trenton assume any responsibility or liability for any damages whatsoever occasioned by or resulting from the manufacture, lease, sale, license or use of Buyer's products.

This limitation of liability also applies to third-party suppliers. It is the maximum for which they and Trenton are collectively responsible. The third-party suppliers are an intended beneficiary of these limitations and disclaimers and the limit of liability for Trenton and its third-party suppliers is not cumulative.

UNDER NO CIRCUMSTANCES IS TRENTON OR ITS SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- (a) LOSS OF, OR DAMAGE TO, DATA;
- (b) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
- (c) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.

This Section 10 shall survive any expiration, termination, or cancellation of this Agreement.

11. General

- A. This Agreement may not be assigned by Buyer without the prior written consent of Trenton, which consent shall not be unreasonably withheld.
- B. All notices relating to this Agreement must be sent by either certified or registered mail, postage prepaid or electronic mail, by a duly authorized representative from Buyer's facility. Each of the parties may communicate with the other by electronic means and such communication is acceptable as a signed writing.
- C. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. This Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of the party to be bound. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- D. This Agreement and any matter arising out of or related to this Agreement, including any dispute, controversy, or claim arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, exclusive of the conflict of -laws provisions thereof. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof, shall be only in the United States Federal District Court in Georgia or in the Georgia Court having competent jurisdiction.
- E. Buyer understands and acknowledges that any sale, export or re-export of products, are subject to the laws and regulations of the United States.
- F. The provisions of this Agreement are severable and the invalidity of any provision hereof shall not affect the validity of any other provision.
- G. Failure by either party to insist in any instance upon strict performance by the other party of any provision of this Agreement shall not be construed or deemed to be a permanent waiver of such or any other provision of this Agreement. The rights and remedies of the parties are not exclusive and are in addition to any other rights and remedies provided by law, equity or statute.
- H. Neither party shall be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.
- I. Trenton and Buyer agree to exclude application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement.