



General Sales Terms	Terms & Conditions of Sale		
Issued by: Top Management	Effective Date: 4/14/2022	Rev. D	Pg. 1 of 8
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Your purchase from Sensible Micro Corporation (“Sensible Micro”) is governed by the terms and conditions as set forth below. By submitting an order for products or services, you, the Customer, indicate your acceptance of and agreement to be bound by the terms and conditions or policies or procedures of Sensible Micro.

These terms and conditions may be changed by Sensible Micro at any time in the future. It is your responsibility as a purchaser to periodically review the terms and conditions for amendments. The amendments shall take effect immediately upon posting on the Sensible Micro website without further notice to you. These terms and conditions, including any amendment thereto, govern regardless of and supersede any terms and conditions or procedures of Customer.

ORDER ACCEPTANCE POLICY

Your order or your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Sensible Micro has rights to revoke order acceptance if you show inability to provide proper compliance with all relevant laws, export regulations and these terms and conditions.

PRICING

Except as otherwise set forth on the front of this document or determined by Sensible Micro at its discretion, prices are FOB Sensible Micro’s facilities and do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of Customer.

Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Sensible Micro reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of Customer’s creditworthiness or should Customer fail to fulfill any obligation when due.

Prices are subject to change by Sensible Micro upon Customer’s rescheduling or reconfiguration of Orders. Prices are also subject to change in response to supplier price increases, whereupon, Customer may cancel the undelivered portion of any affected Order by delivering written notice to Sensible Micro prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.

General Sales Terms	Terms & Conditions of Sale	Rev. D	Pg. 2 of 8
---------------------	----------------------------	--------	------------

MAKING PURCHASES

If you wish to license or make purchases of product or services, you will be asked to supply certain information, including but not limited to credit card or other payment information. You agree that all information that you provide to Sensible Micro will be accurate, complete and current. You agree to pay all charges incurred by authorized users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes, and shipping and handling charges relating to your purchases.

SHIPPING

In the absence of prior agreement as to shipping, Sensible Micro may select a carrier. Sensible Micro's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to Customer, or to Customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay for storage charges if products are held by Sensible Micro at Customer's request pending instructions or rescheduled delivery.

DROP SHIPMENTS

Sensible Micro communicates prior to customer purchase order acceptance to perform drop shipments. The customer must agree in writing that they understand the parts will not be inspected by an IDEA ICE 3000 Certified Inspector and that drop shipments are out of the scope of IDEA-QMS-9090.

DELIVERY

Sensible Micro will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by Customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any Act of God, fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Sensible Micro's suppliers or any other cause or causes beyond Sensible Micro's reasonable control. Sensible Micro reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Sensible Micro reserves the right to allocate in its sole discretion among Customers or potential Customers, or defer or delay the shipment of product.

General Sales Terms	Terms & Conditions of Sale	Rev. D	Pg. 3 of 8
---------------------	----------------------------	--------	------------

INCOTERMS

International shipments will be made EXW (EX Works), Sensible Micro’s location. Title and risk of loss will transfer to Buyer upon Sensible Micro passing delivery to the carrier. Buyer will bear all costs related to shipment and delivery.

TERMS AND CONDITIONS OF SALE AND RETURN

You, as the customer, shall have the following amount of time to reject any Goods or Services provided by Sensible. You, as the customer, must report to Sensible Micro in writing, within 7 calendar days of receiving product, that the goods received (a) are not the parts you ordered on your purchase order, (b) do not conform to the manufacturer’s specifications set forth in your purchase order (failure and test report required), or (c) incorrect quantity received. For returns that Sensible Micro authorizes with a Return Merchandise Authorization (RMA) in writing, Sensible Micro either will issue an in-house credit for a future purchase, replace the parts, or refund you for the cost of goods purchased, reflected on our invoice, at Sensible Micro’s sole discretion. Sensible Micro considers an order to be complete at the time it ships from our premises. Sensible Micro may charge a 25% re-stocking fee for non-defective parts returned.

COUNTERFEIT OR SUSPECTED COUNTERFEIT PARTS

Sensible Micro maintains a counterfeit mitigation and avoidance program in accordance with established industry standards and detection methods. Except as otherwise stated in these terms and conditions or agreed to by Sensible Micro, in every order processed, regardless of origin or supplier, is inspected in accordance with IDEA-STD-1010 “Acceptability of Electronic Components Distributed in the Open Market”. It is the Customer’s responsibility to understand its own company policies and contract flow-downs in determining if non-traceable or open market sourcing is acceptable. Customer is responsible for requesting in writing any advanced lab inspection services such as Decapsulation, X-Ray, Heated Solvents Testing, XRF Testing, Electrical Analysis or other advanced inspection methods. Sensible Micro will utilize our internal lab facility for these tests only if there are visual anomalies found during IDEA-STD-1010 inspection process. If Customer should determine Sensible Micro has supplied a counterfeit or suspect counterfeit part, Customer shall immediately notify Sensible Micro, but in no instance more than 90 days after delivery of the part, and allow reasonable opportunity to offer information in explanation or rebuttal. Sensible Micro shall be given the opportunity to utilize third party testing to evaluate findings and confirm if parts are suspect counterfeit or counterfeit. In the event Sensible Micro confirms these findings, Sensible Micro agrees to quarantine the material and issue an RMA for customer credit, refund or part replacement. Any Customer participating in the Government Industry Data Exchange Program (“GIDEP”) or other industry reporting outlets must inform Sensible Micro in writing of such participation prior to the placement of any orders to ensure the requisite inspection and analysis can be performed

by Sensible Micro. Further, Customer must provide a golden sample to Sensible Micro. Sensible Micro will provide Customer a copy of the results of the lab analysis and testing conducted, and Customer must approve or reject the lab reporting based on those results prior to taking ownership or legal title to the goods being analyzed. Sensible Micro reserves the right to write any GIDEP notifications in the event Customer is required to report their findings to the GIDEP as well as other industry reporting organizations such as ERAI and IDEA.

CANCELLATION

No Customer Purchase Order may be cancelled, rescheduled or reconfigured without Sensible Micro's prior written authorization and, in such event; Customer will be liable to Sensible Micro for any additional costs and expenses incurred by Sensible Micro. Products are deemed accepted by Customer unless Customer notifies Sensible Micro in writing within 5 business days of delivery, but no more than 7 calendar days of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Number issued by Sensible Micro. If Customer refuses to accept tender or delivery of any products or returns any products without authorization from Sensible Micro, such products will be held by Sensible Micro awaiting Customer's instruction for 20 days, after which Sensible Micro may deem the products abandoned and dispose of them as it sees fit, without crediting Customer's account.

Sensible Micro Corporation accepts blanket/open ended orders based upon a pre-defined delivery schedule agreed upon between the parties. Cancellation of any customer open purchase order must be handled in writing and must be acknowledged between both parties. Sensible Micro will continue to fill these blanket/open ended orders through completion unless a written cancellation is received and acknowledged within a 30 day prior notice. Product en route or received by Sensible Micro Corporation as part of the blanket/open order request is considered sold to the customer and will be invoiced when shipped.

IMPORT/EXPORT

All merchandise sold by Sensible Micro Corporation is subject to U.S. export control laws and regulations, including, but not necessarily limited to: the Export Administration Regulations ("EAR"), regulations issued under the authority of the Office of Foreign Assets Control ("OFAC") and all list-based export sanctions (available at Bureau of Industry and Security ("BIS") – "Lists to Check"). The Buyer acknowledges and accepts all legal responsibility for export control compliance in the event this merchandise is exported or re-exported from the United States. The EAR and list-based sanctions information is available at <http://www.bis.doc.gov/> and <http://pmdt.state.gov/compliance/>

TWELVE-MONTH LIMITED WARRANTY

Sensible Micro is an independent and authorized distributor of electronic components and does not manufacture, design, or have design authority in any good it sells. Sensible Micro inspects the goods sold through an inspection process that is limited to external visual inspection and limited additional inspection using IDEA-STD-1010 and AS6081 inspection framework aimed to certify the goods sold are the product or component intended for purchase. All purchases are protected by the following twelve-month limited warranty. For a period of twelve consecutive months after the delivery of a part (“Warranty Term”), Sensible Micro Corporation warrants and guarantees that the above testing was completed and the results of the testing indicated that the part sold was the product or component intended for purchase. Sensible Micro disclaims any obligation to provide any other testing or research to determine the authenticity of the goods sold and makes no guarantee that the part is free from any manufacturing, design or other defect beyond what would be discovered through Sensible Micro’s limited testing and inspection process.

Upon written notice of a warranty claim made by the Buyer to its Account Manager at Sensible Micro and received by the Account Manager on or before the last day of the Warranty Term, Sensible Micro will determine under its sole discretion the validity of the warranty claim. If Sensible Micro approves the warranty claim, it will send a replacement part or refund the price paid for the part.

BEYOND THE EXPRESS LIMITED WARRANTY IN THIS SECTION AND THE ABOVE COUNTERFEIT OR SUSPECTED COUNTERFEIT PARTS SECTION, ANY GOODS OR SERVICES LICENSED OR PURCHASED FROM SENSIBLE MICRO IS PROVIDED “AS-IS” AND WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION. YOU ACKNOWLEDGE THAT ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OF THE PRODUCTS DESCRIBED HEREIN IS PROVIDED SOLELY BY THE OWNER, ADVERTISER, MANUFACTURER OR SUPPLIER OF THAT PRODUCT AND NOT SENSIBLE MICRO.

LIMITATION OF LIABILITIES

YOU AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED UNDER THESE TERMS AND CONDITIONS, SENSIBLE MICRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SPONSORS, CONSULTANTS OR OTHER REPRESENTATIVES (“SERVICE PROVIDERS”) SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER

FAILURE OR MALFUNCTION OR INTERRUPTION OF BUSINESS) UNDER ANY LEGAL THEORY INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO YOUR PURCHASE FROM SENSIBLE MICRO. FURTHER, SENSIBLE MICRO WILL NOT BE LIABLE FOR ANY LACK OF AVAILABILITY OF PRODUCTS YOU MAY ORDER.

If the foregoing limitation is held to be unenforceable, the maximum liability of Sensible Micro and its service providers to you shall not exceed the amount of paid by you for the product(s) that you purchased from Sensible Micro in the preceding three months. Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, so the above limitations and exclusions may not apply to you to the extent such jurisdiction's law is applicable to this agreement.

NO AGENCY

You and Sensible Micro are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by your purchase.

MANDATORY MEDIATION

If a dispute arises out of or relates to this contract or breach thereof and if said dispute cannot be settled through negotiation, the parties agree first to try, in good faith, to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Said mediation shall last a minimum of four hours and the parties agree to share equally in the cost of the mediator.

APPLICATION OF FLORIDA LAW

If this purchase transaction involves only United States-based companies, then it shall be governed in all respects by the laws of the State of Florida, as such laws are applied to agreements entered into and to be performed entirely within Florida between Florida residents. Both United States-based companies and Sensible Micro submit to jurisdiction in Florida, and further agree that any cause of action between you and Sensible Micro shall be brought exclusively in a court in Hillsborough County, Florida. You agree that you will reimburse Sensible Micro for any and all costs associated with such dispute between you and Sensible Micro including but not limited to, collection costs, and court and attorneys' fees associated with any litigation, determining the reasonableness of attorneys' fees, or appeal.

ASSIGNMENT

Customer shall not be permitted to assign this contract with Sensible Micro to any third party without the express written permission of Sensible Micro.

CONFLICT MINERAL REQUIREMENTS

Section 1502 of the Dodd-Frank Conflict Minerals requires changes to the Securities Exchange Act of 1934 to include requirements for disclosures relating to conflict minerals originating in the Democratic Republic of the Congo (DRC). Sales of these conflict minerals originating in the DRC and adjoining countries have helped fund armed conflicts that are contributing to human rights abuses. Identifying these minerals and their source will help de-fund the armed groups creating the humanitarian emergency in the DRC. Conflict minerals include Cassiterite (tin, tin alloy, solder), Columbite-Tantalite (Tantalum), and Gold, Woframite (Tungsten).

Sensible Micro Corporation does not manufacturer any of the products it sells and does not directly purchase conflict minerals from any source. Sensible Micro does not knowingly procure any product containing conflict minerals from the conflict region. Sensible Micro Corp does encourage its suppliers and customers to learn more by visiting

<https://www.sec.gov/spotlight/dodd-frank/speccorpdisclosure.shtml> and <http://www.oecd.org/investment/mining.htm>

INTERNATIONAL ARBITRATION

If you are a company with its principal place of business outside of the United States, then any dispute, controversy or claim arising out of or relating to this contract, including the validity, invalidity, breach or termination thereof that cannot be resolved by mediation within 30 days, shall be finally resolved by binding arbitration pursuant to the New York Treaty of the United Nations administered by the American Arbitration Association (AAA), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction pursuant to the New York Treaty. The arbitration shall be conducted in English in the City of Tampa, Florida, United States of America in accordance with the United States Arbitration Act. There shall be one arbitrator, named in accordance with such rules, and the parties shall share equally in the cost of the arbitrator.

MODIFICATION OF AGREEMENT

No changes, modifications, or amendments may be made to this agreement without written authorization by an executive officer of Sensible Micro before become binding on Sensible Micro.

General Sales Terms	Terms & Conditions of Sale	Rev. D	Pg. 8 of 8
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ENTIRE AGREEMENT

These terms and conditions contain the complete and entire agreement between the parties with respect to the subject matter of this transaction. No other purchase order or other Customer document will be deemed an offer or counter-offer and any such document is specifically rejected. Sensible Micro's failure to object to any document, communication or act of Customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of Sensible Micro before becoming binding on Sensible Micro.

MISCELLANEOUS

Sensible Micro's failure to object to any document, communication or act of customer is not a waiver of any of these terms and conditions. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Any heading, caption or paragraph title contained in these terms and conditions is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision hereof.