



# Sensible Micro Corporation

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<b>Int'l Provider</b>	<b>International External Provider Terms &amp; Conditions of Purchase</b>		
<b>Issued by: Top Management</b>	<b>Effective Date: 10/25/2022</b>	<b>Rev. C</b>	<b>Pg. 1 of 7</b>
Approved: 10/31/2022 12:47 PM - Chris Torriani			

Throughout these terms and conditions, the seller of the Goods which are the subject of the Purchase Order and these Terms and Conditions shall be referred to as “You” or “Your”.

Your sale to Sensible Micro Corporation (Sensible Micro) is governed by these Terms and Conditions which are incorporated into and made a part of Sensible Micro’s Purchase Order. By tendering products or services you indicate your acceptance of and agreement to be bound by Sensible Micro’s Purchase Order and these Terms and Conditions. Sensible Micro’s Purchase Order and these Terms and Conditions constitute the complete and exclusive agreement between the parties and supersede any prior agreements relating to the goods or services purchased here under (the “Goods”). No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, acknowledgments, invoices, or agreements purporting to modify, vary, waive, supplement or explain any provision of Sensible Micro’s Purchase Order and these Terms and Conditions shall be effective unless otherwise specifically agreed to in writing by both parties. Any additional or different terms in your order acknowledgment or other document are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

### SUPPLY CHAIN FLOW DOWN

Supplier acknowledges that if any third party or other source is utilized herein to fulfill this order, then supplier is required to flow down to the supply chain all applicable requirements, and terms and conditions specified in this purchase order. The supplier shall ensure that persons are aware of: their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.

### PRICES

Sensible Micro shall not be billed at prices higher than those stated on the applicable purchase order. Unless otherwise specified, the prices established by this contract are firm fixed prices. Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transactions. Such price includes all charges for packing, storage and transportation to point of delivery. You must pay all delivery charges in excess of any delivery charge Sensible Micro has agreed to pay. The price stated includes all taxes except state or local sales or use tax or similar taxes that You are required by law to collect from Sensible Micro. Such taxes, if any, shall be separately stated in Your invoice and paid by Sensible Micro unless an exemption is available. You agree that any price reduction made with respect to the Goods covered by Sensible Micro’s purchase order subsequent to its placement but prior to payment will be applicable to such order. In the event Seller is liable to Buyer for any amounts, Buyer may, at its election, set-off against any amounts allegedly due to Seller under this Contract.

### WARRANTIES

Goods will conform to all applicable specifications and will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of the Goods shall not constitute a waiver of any breach of warranty. Warranties shall be good for no less than 18 months.

### COMPLIANCE WITH LAWS

You agree to fully observe and comply with all applicable federal, state and local laws, rules, regulations and orders pertaining to the production and sale of the Goods, and upon request You shall furnish Sensible Micro certificates of compliance with such laws, rules, regulations and orders.



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**SCHEDULE AND DELIVERY; NOTICE OF DELAY**

Unless you receive prior written approval from Sensible Micro waiving the following conditions, Sensible Micro will accept shipments from You only subject to the following conditions: (1) Shipment terms are FOB DESTINATION, (2) Goods received from You must be new, unused and in original factory packaging, (3) All shipments must be received by the due date set forth on Sensible Micro’s purchase order because You understand and acknowledge that time is of the essence and (4) Date codes, quantity, manufacturer, delivery schedules, and description must be exactly as indicated on Sensible Micro’s purchase order without substitution. MFG or Part substitutes will not be accepted unless agreed upon in writing by Sensible Micro. Please include full product traceability, when available. The order must not be shipped more than one week in advance of the time or times specified therein, without Sensible Micro’s prior approval. Early shipments must be approved by Sensible Micro in writing prior to shipping product. All payments to the supplier are based on the original dock date requested by Sensible Micro. When more than one shipment is made against any order, indicate “Final Shipping” on shipping papers and invoice accompanying the last shipment in the order. You may not ship excess quantities without Sensible Micro’s prior approval. Except as otherwise provided herein, Sensible Micro shall not be obligated to accept untimely, nonconforming, excess or under shipments and such shipments in whole or in part may, at Sensible Micro’s option, be returned to you, or held for disposition at your expense and risk. Sensible Micro reserves the right to stop payment, cancel or refuse an order or shipment if the terms on Sensible Micro’s purchase order or these Terms and Conditions are not fully met.

**ACCURATE VALUE ON EXPORTS**

For orders being sent to Sensible Micro outside of the continental USA, we require that you declare the actual value on your export documentation. Please do not under value shipments.

**SHIPPING**

(1)All goods are to be shipped freight collect, F.O.B. destination by the specified carrier, unless otherwise stated, (2) DO NOT CHARGE INSURANCE except upon Buyer’s written request. Sensible Micro’s insurance binder available upon request, (3) Regardless of F.O.B point, Seller agrees to bear all risk of loss, injury, or destruction of good and materials ordered herein which occur prior to acceptance by Buyer, (4) No such loss, injury, or destruction shall release Seller from any obligations here under, and (5) If purchase terms are F.O.B. shipping point, Seller will conform to Buyer’s established routing and shipping instructions, and delivery schedules.

**PACKAGING**

All charges for boxing, packing, crating, and storage are included in the price stated herein. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications;  
All packages and documentation (invoices, packing slips, shipping documents,) must bear Buyer’s Purchase Order number;  
Goods received from you must be new, unused and in original packaging as documented by Buyer;  
Electrostatic Discharge Sensitive (ESD) items are to be stored, handled, packed, and shipped in accordance to an ESD Program, with a preference for ANSI/ESD S20.20;  
Moisture Sensitive Devices (MSD) are to be stored, handled, packed and shipped according to IPC/JEDEC J-STD-033;



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Date codes, quantity, manufacturer and description must be exactly as indicated on Sensible Micro's Purchase Order without substitution. Mixed date codes will not be accepted without prior written consent from Sensible Micro.

**CHANGES IN PRODUCT AND/OR PROCESS**

Supplier must notify Sensible Micro of any changes to product and/or process definition, changes of suppliers, change of manufacturing facility location, and where required, obtain approval from Sensible Micro.

**NON-CONFORMING GOODS**

Receipt by Sensible Micro of Goods on a purchase order does not in and of itself constitute acceptance by Sensible Micro of such Goods if the conditions set forth in these Terms and Conditions are not met. Acceptance of shipments is further subject to Sensible Micro's or its client's inspection for compliance with manufacturer or other written specifications for the Goods, including solder-ability. You agree to accept return of nonconforming Goods after a reasonable period of inspection but not less than 18 months. The Goods will be subject to inspection and test by Sensible Micro and its customers to the extent practicable at all times and places, including during the period of manufacture and in any event prior to acceptance. You agree to give right of access by Sensible Micro, its customers, and any applicable regulatory authorities to all your facilities involved in the order and to all applicable records. In the event that Sensible Micro determines that third party testing services are needed to determine whether Goods meet the manufacturer or other written specifications, including solder-ability, you shall reimburse Sensible Micro for all cost incurred by Sensible Micro in connection with such testing of Goods failing to meet applicable specifications. You shall notify Sensible Micro of any nonconforming Goods detected after such Goods have been delivered to Sensible Micro. If the Goods delivered do not meet the specifications or otherwise do not conform with the requirements of Sensible Micro's purchase order, Sensible Micro shall have the right to reject such Goods. Goods, which have been delivered and rejected in whole or in part, may, at Sensible Micro's option, be returned to you or held for disposition at your risk and expense. If Sensible Micro elects to refuse or return Goods pursuant to the Purchase Order and these Terms and Conditions you agree to accept such return without penalty or fee, including restocking fee, to Sensible Micro. You shall promptly arrange for the return of any payments made by or on the behalf of Sensible Micro for any Goods that are refused or returned to you pursuant to the Purchase Order and these Terms and Conditions. Sensible Micro reserves the right to stop payment on a check, wire transfer or credit card if any controversy or claim arises out of or relates to any transaction with you.

**SUSPECT & COUNTERFEIT GOODS**

Both You and Sensible Micro agree and acknowledge that Counterfeit Parts have no value. If Sensible Micro, in its discretion, determines that any items or components received from You are, or may be, Counterfeit Parts or Suspect Counterfeit Parts, Sensible Micro shall notify You in writing of such determination. Sensible Micro reserves the right to seize and quarantine Counterfeit Parts or Suspect Counterfeit Parts it receives from You. Counterfeit Parts or Suspect Counterfeit Parts may be forwarded to the original component manufacturer and/or the appropriate Federal or State authorities for final analysis, possible confiscation and/or destruction. Seller shall be liable for all costs relating to impound, investigation, removal, test, and inspection or replacement of suspect/counterfeit parts. In addition, You agree after Your receipt of such notice, to remit to Sensible Micro all payments previously made to Seller for such Counterfeit Parts or Suspect Counterfeit Parts and any shipping, escrow fees, and third party testing charges incurred by Sensible Micro. You further agree to indemnify, defend and hold harmless Sensible Micro from and against any claims, actions, proceedings, judgments, penalties, fines and/or other losses of any kind arising out of or in connection with any such Counterfeit Parts or Suspected Counterfeit Parts. Unless the Goods that are considered suspect counterfeit or counterfeit are deemed acceptable by an independent testing laboratory chosen jointly by the Parties, the subject Goods shall not be returned to Seller. Prior to acquisition of any items, or components thereof, that will be



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included in any transaction between You and Sensible Micro, You shall flow down requirements of this paragraph to all entities from which You receive such items, or components thereof, and shall be fully liable to Sensible Micro for all such entities' compliance with such requirements.

**RECORD RETENTION**

The supplier is responsible for keeping records of retention for a period of 7 years starting from date of delivery on Sensible Micro's receiving dock. Records should include certificate of conformance, packing slip, inspection and test records.

**DEFECTIVE PRODUCT AND REJECTIONS**

If the Goods are defective then Seller guarantees a return of all defective products. Seller agrees defective Goods purchased COD will be returned COD to Seller or COD check will be cancelled, at Buyer's discretion. Seller is responsible for all costs associated with RoHS noncompliance returns and will accept a full return for all parts not meeting RoHS compliance criteria if necessary. Seller is 100% responsible for all monetary and/or rework costs associated with product failures in addition to any further cost whatsoever associated with product failures.

**EXCHANGES/REPLACEMENTS/OVERHAULED/RECONDITIONED UNITS**

Sensible Micro will not accept refurbished Goods unless agreed upon in writing prior to purchase. When purchasing reconditioned, repaired or overhauled Goods, Sensible Micro shall not be responsible for providing a unit for replacement unless agreed by Sensible Micro, in writing, on Sensible Micro's original purchase order. Sensible Micro must specify on the original purchase order whether Sensible Micro will send the vendor a unit for exchange.

**INSPECTION AND ACCEPTANCE**

Buyer's final acceptance of Goods or Services is subject to Buyer's final inspection within sixty (60) days after receipt at Buyer's facility or such other place as may be designated by Buyer, notwithstanding any payment or prior test or inspection;

All material purchased from Seller shall pass IDEA-STD-1010 Inspection standards prior to acceptance; All material that does not comply with the IDEA-STD-1010 may be rejected and returned by Sensible Micro In the event Sensible Micro gives written permission to purchase refurbished parts, those refurbished electronic components that are programmed or have bent, formed or oxidized leads test dots or test marks will be rejected. Buyer and Buyer's representatives shall have the right of access, on a non-interference basis, to any area of Seller or Seller's supply chain sub-tier premises where any part of the work is being performed. Seller shall flow this requirement down to its sub tier supply chain suppliers as a condition of this contract. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer and the Buyer's representatives in the performance of their duties; Seller shall keep and maintain inspection, test and related records, which shall be available to Buyer or Buyer's representative. Seller shall allow copies to be made and shall furnish all information required by the Buyer or Buyer's representative; and Seller acknowledges and agrees that the Sensible Micro supplier quality requirements are incorporated herein by this reference.

**ESCROW ORDERS**

The supplier clearly understands that if they do not deliver product on purchases involving Escrow Buyer/Seller Agreement Terms or cancels this sale any time after the Buyer's funds have been transferred to the Escrow account, the supplier becomes responsible for all associated Escrow wire fees and costs. Supplier acknowledges that any product needing to be returned for part refusal, part return privileges and/or warranty period, as well as



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supplier being unable to fill order or cancelling order prior to delivery, the supplier pays the return shipping fees and associated escrow/bank transactional fees.

**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>

**USE OF INFORMATION**

YOU AGREE THAT ALL INFORMATION HERETOFORE OR HEREAFTER FURNISHED OR DISCLOSED TO SENSIBLE MICRO BY YOU IN CONNECTION WITH THE PLACING OR FILLING OF SENSIBLE MICRO'S PURCHASE ORDER IS FURNISHED OR DISCLOSED AS A PART OF THE CONSIDERATION FOR SENSIBLE MICRO'S PURCHASE ORDER, THAT SUCH INFORMATION IS NOT, UNLESS OTHERWISE AGREED TO BY SENSIBLE MICRO IN WRITING TO BE TREATED AS CONFIDENTIAL OR PROPRIETARY, AND THAT YOU MAY ASSERT NO CLAIMS BY REASON OF THE USE OR DISCLOSURE OF SUCH INFORMATION BY SENSIBLE MICRO, ITS ASSIGNS OR ITS CUSTOMERS.

YOU MAY NOT IN ANY MANNER ADVERTISE OR PUBLISH THE FACT THAT YOU HAVE FURNISHED, OR CONTRACTED TO FURNISH, SENSIBLE MICRO WITH THE GOODS WITHOUT THE PRIOR WRITTEN CONSENT OF SENSIBLE MICRO. YOU MAY NOT DISCLOSE ANY DETAILS IN CONNECTION WITH SENSIBLE MICRO'S PURCHASE ORDER TO ANY PARTY EXCEPT WITH SENSIBLE MICRO'S PRIOR WRITTEN CONSENT.

**RELEASE OF INFORMATION TO PUBLIC**

Seller shall not, without prior written consent of Buyer, make any release of information concerning this order or any other information related to Buyer (other than to Seller's employees and subcontractors that is required for the performance of their duties), including copies of this order or identifying the items sold by Seller to Buyer, nor use the name of Buyer in any advertising or publicity, except as may be necessary to comply with proper legal demand.

**DEFAULT CANCELLATION**

Sensible Micro reserves the right, by written notice of default, to cancel Sensible Micro's purchase order, without liability to Sensible Micro, in the event of the happening of any of the following: your insolvency, the filing of a voluntary petition in bankruptcy by you, the filing of an involuntary petition to have you declared bankrupt, the appointment of a Receiver or Trustee for you, or the execution by you of an assignment for the benefit of creditors. If You fail to perform as specified herein, or if You breach any of the terms hereof, Sensible Micro reserves the right, without any liability to Sensible Micro, upon giving You written notice, to (i) cancel this order in whole or in part, and You shall be liable to Sensible Micro for all damages, losses and liability incurred by Sensible Micro directly or indirectly resulting from Your breach, or (ii) obtain the Goods from





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another source with any excess cost resulting therefrom, chargeable to You, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity.

**INDEMNIFICATION**

You agree to indemnify and hold harmless Sensible Micro, its successors and assigns, customers and users of the Goods against all suits at law or in equity and from all damages, claims and demands arising out of the death or injury to any person or damage to any property alleged to have resulted from the Goods, and, upon the tendering of any suit or claim to You, to defend the same at Your expense as to all costs, fees and damages, including reasonable attorney's fees. The foregoing indemnification shall apply whether You or Sensible Micro defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of You or otherwise.

**INTELLECTUAL PROPERTY INDEMNIFICATION**

You shall indemnify and save harmless Sensible Micro, its successors, assigns, customers or users of the Goods, from and against all loss, liability and damage, including costs, expenses, and reasonable attorney's fees, resulting from any claim that the manufacture, use, sale or resale of the Goods infringes any patent, trademark, copyright or other intellectual property, and You shall, when notified, defend any action or claim of such infringement at Your own expense.

**ASSIGNMENT**

Neither this order nor any rights or obligations herein may be assigned by You nor may You delegate the performance of any of your duties here under without, in either case, Sensible Micro's prior written consent.

**HUMAN RIGHTS**

Sensible Micro is committed to respecting the rights of all people. We do not engage in any child labor, forced labor, human trafficking, or slave labor. Such practices are strongly condemned by Sensible Micro. Sensible Micro encourages employees, customers, and suppliers to report any suspected human trafficking related activity to appropriate authorities.

**MEDIATION AND ARBITRATION**

If a dispute arises out of or relates to this contract or the 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 American Arbitration Association, before resorting to arbitration. 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 arbitration pursuant to the arbitration rules set forth herein. Said mediation shall last a minimum of four hours and the parties agree to share equally in the cost of the mediator. Any dispute, controversy or claim arising out of or relating to this contract, including the validity, invalidity, breach, or termination thereof, shall be finally settled by binding arbitration administered by the International Chamber of Commerce (ICC) and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration shall be conducted in English in the City of Tampa, Florida, United States of America in accordance with the ICC Rules of Arbitration and the substantive law if the state of Florida and the New York Treaty of the United Nations. There shall be one arbitrator, named in accordance with such rules and the parties shall share equally in the cost of the arbitrator.



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**MISCELLANEOUS**

You agree that you will reimburse Sensible Micro for any cost associated with enforcement of Sensible Micro's rights in connection with its transaction with you including but not limited to, collection costs, and court and attorney fees. If any provision hereof shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Purchase Order and these Terms and Conditions 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.