

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **GOVERNING PROVISIONS; ACCEPTANCE.** This purchase order is an offer by Niche Holdings LLC d/b/a Niche Electronics, LLC, an Iowa limited liability company ("**Buyer**"), for the purchase of goods specified on the face of this purchase order (the "**Goods**") from the party to whom this purchase order is addressed ("**Seller**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. These Terms apply to any repaired or replacement Goods provided by Seller hereunder. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order. This Order is not binding on Buyer until Seller accepts the Order in writing. Buyer may withdraw the Order at any time before it is accepted by Seller.
2. **PRICES.** The price of the Goods is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price shall be the price set out in Seller's published price in list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, fees, and applicable taxes, including, but not limited to, all sales, use or excise taxes. Buyer shall have the right to provide Seller with an appropriate tax exemption certificate acceptable to any taxing authority.
3. **ACCEPTANCE OF PRODUCTS.** Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 10. Any inspection or other action by Buyer under this Section 3 shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. If Seller delivers more than Two Percent (2%) or less than Two Percent (2%) of the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. **PAYMENT.** Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller net forty-five (45) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than fifteen (15) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 4. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
5. **PACKAGING AND SHIPMENT.** The Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. In the absence of specific instructions, Seller will select the carrier. Promptly after Seller delivers the Goods to the transportation carrier Seller, will provide Buyer all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to Buyer. The Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Order.
6. **DELIVERY AND RISK OF LOSS.** Delivery shall be made in accordance with the terms on the face of this Order. Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. All Goods shall be delivered to the address specified in this Order (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.
7. **COMPLIANCE WITH LAWS.** Seller is in compliance with and shall comply with all applicable laws, regulations, rules and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with Buyer's Supplier Quality Manual as it may be updated from time to time by Buyer.
8. **CHANGE ORDER.** Buyer may with written notice to Seller make changes in any one or more of the following: (i) drawings, designs, or specifications, where the Goods are to be specifically manufactured for Buyer in accordance therewith; (ii) method of shipment or packing; (iii) Delivery Date or Delivery Location; and (iv) the quantity of Goods. If any such change causes an increase or decrease in the Price of or time required for performance of the Order, the parties shall equitably adjust the Price and/or time required for performance to reflect such increase or decrease.
9. **WARRANTY.** Seller warrants to Buyer that all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of

limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section 9, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

10. **TERMINATION; SURVIVAL.** Buyer shall have the right to terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on five (5) days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer shall have the right to terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Buyer may terminate this Order upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination. The provisions of this Order that by their nature extend beyond termination or expiration of this Order (including provisions relating to warranties, indemnification, insurance, compliance with laws, and confidentiality) will survive such termination or expiration and shall continue in full force and effect.

11. **LIMITATION OF LIABILITY.** Nothing in this Order shall exclude or limit (a) Seller's liability under Sections 9, 12 and 18 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its acts or omissions.

12. **PROPRIETARY INFORMATION.** All non-public, confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

13. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** All matters arising out of relating to this Order shall be governed by and construed in accordance with the laws of the State of Iowa (other than any choice of law provisions that would result in the application of the laws of another jurisdiction). Any proceeding relating to this Order must be brought exclusively in the Iowa District Court in and for Polk County or the United States District Court for the Southern District of Iowa, Central Division, sitting in Polk County, Iowa. Buyer and Seller hereby expressly acknowledge and consent to personal jurisdiction therein. EACH PARTY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE. The prevailing party in any litigation arising hereunder will be entitled to recover its reasonable costs thereof, including without limitation, attorneys' fees and expenses.

14. **ASSIGNMENT.** Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation by Seller shall relieve Seller of any of its obligations hereunder.

15. **MODIFICATION.** No change to this Order is binding on Buyer unless it is in writing, specifically states that it amends this Order, and is signed by an authorized representative of Buyer.

16. **FORCE MAJEURE.** Neither party shall be liable for failure to perform its obligations under this Order if such failure results from one of the following events (each, an "**Event of Force Majeure**"): acts of God, fire, flood, earthquake, explosion, war, riot, or other civil unrest. The party impacted by an Event of Force Majeure shall give notice to the other party within five (5) days of the Event of Force Majeure, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Event of Force Majeure are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event of an Event of Force Majeure, the non-impacted party shall have the right to terminate the Order upon written notice to the impacted party.

17. **INSURANCE.** During the term of the Order and, with respect to claims-made policies, for a period of two (2) years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$1 million for each occurrence and \$2 million in the annual aggregate, worker's compensation with limits no less than the applicable amount required by applicable law, and umbrella (excess) liability for the commercial general liability coverage with limits no less than \$4 million per occurrence/annual aggregate, with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order.

18. **INDEMNIFICATION.** Seller shall defend, indemnify and hold harmless Buyer, Buyer's parent, subsidiaries and affiliates, and the members, officers, directors, and employees of any of the foregoing entities, and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods purchased from Seller or Seller's negligence, intentional misconduct or breach of the Terms. Without limiting the generality of the preceding sentence, Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

19. **NOTICE.** All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 19.

20. **MISCELLANEOUS.** The Terms stated herein shall not be varied, supplemented, qualified, or interpreted by any prior course of dealings between the parties or by custom or usage of trade. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. The headings in this Agreement are for convenience only. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. If for any reason any provision contained in this Order should be illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity, or enforceability of the remaining terms and provisions hereof or the legality, validity, or enforceability of such provision in any other jurisdiction. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.