



Updated 03/17/2025

Shipping & Returns

These terms and conditions govern the sale of Products ("Product or Products") and provision of services ("Services") by First Source Inc. and its affiliates ("Seller") as well as by third party vendors and/or service providers of Seller. These terms and conditions ("Agreement") take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller's commencement of performance or deliver shall be deemed or construed as acceptance of Buyer's supplemental or conflicting terms and conditions. First Source Inc.'s failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Buyer's acceptance of the Products and/or services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

Delivery and Title

All deliveries will be made "F.O.B." place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

Acceptance / Returns

Shipments will be deemed to have been accepted by Buyer upon delivery of the said shipments to Buyer unless rejected upon receipt. Buyer shall perform all inspections and tests Buyer deems necessary as promptly as possible but in no event later than 10 days after delivery of product, at which time Buyer will be deemed to have irrevocably accepted the Products. Any discrepancy in shipment quantity must be reported within 10 days after delivery. Buyer may not return Products without a Return Material Authorization ("RMA") number. Buyer may not return NCNR Products. Any product returned by Buyer due to Buyer's error may be subject to a restocking charge equivalent to 50% of the value of such Product as specified in Seller's invoice to Buyer.

Limited Warranty

Seller will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Seller warrants to Buyer that Products purchased hereunder will conform to the applicable manufacturer's

specifications for such products and that any value-added work performed by Seller on such Products will conform to applicable Buyer's specifications. If Seller breaches this warranty, Buyer's remedy is limited to (at Seller's election): (1) refund of Buyer's purchase price for such Production (without interest), (2) repair of such Products, or (3) replacement of such Products; provided that such Products must be returned to Seller, along with acceptable evidence of purchase, within 20 days from date of delivery, transportation charges prepaid. No warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident or modification, or has been soldered.

AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

Limitation of Liabilities

BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON: (a) SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SELLER, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.

Export Control

Buyer certifies that it will be the recipient of the Products to be delivered by Seller. Buyer acknowledges that the Products are subject to the export/import control laws and regulations of various countries, including the Export Administration Laws of the United States. Products sold by Seller cannot be transferred, sold or re-exported to any part on the Entity List or Restricted Person List of the U.S. Department of Commerce Bureau of Industry and Security, any party designated by the U.S. Treasury Department's Office of Foreign Assets Control, and any part debarred or sanctioned for proliferation or terrorism reasons by the U.S. State Department.

Use of Products

Products sold by Seller are not designed, intended, or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk, (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or part, for any claim or damage arising from such use, and (3) Buyer agrees to indemnify, defend, and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses, and liabilities arising out of or in connection with such use or sale.

Force Majeure

Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, internet interruptions, severe weather conditions, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, as its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

Technical Assistance or Advice

If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content of Buyer's use of such technical assistance or advice, nor shall any statement made by any of Seller's representative in connection with the Products or Services constitute a representation or warranty, express or implied.

General

(a) The laws of the State of California will exclusively govern any dispute between Seller and Buyer, (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. This agreement is binding on successor and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.

Additional Terms for Suppliers

First Source Inc. requires record retention of 7 years for any product shipped to our facility.

Right of access by the organization, their customer and regulatory authorities to the applicable areas of all facilities, any level of the supply chain, involved in the order and to all applicable records

Requirements regarding the need for the supplier to:

- Notify the organization of nonconforming product
- Include a certificate of conformance and any applicable test reports/data with each shipment
- Obtain organization approval for nonconforming product disposition
- Notify the organization of changes in product and /or process definition, changes of suppliers, change of manufacturing facility location and where required, obtain organization approval
- Flow down to the supply chain the applicable requirements including customer requirements

If First Source Inc. identifies product as non-conforming, we may require a formal written corrective action. Suppliers are required and responsible to provide First Source Inc. with an effective and timely corrective action report if required. Failure to submit the corrective action may result in further actions up to and including removal from the approved suppliers list.