

ATRON
G R O U P
EXCELLENCE EXPERIENCED
Standard Terms and Conditions of Sale

Standard Terms and Conditions of Sale by ATRON Group LLC “ATRON” and its sub-brands, (including but not limited to its d/b/a AssembleTronics, ATron CS, MotorStarters.com, Rhino EXP, Red Rhino, Standard Controls and Standard Fab). As of the effective date specified herein, this document supersedes all previous versions of ATRON’s Terms and Conditions of Sale regardless of form, revision or control numbering.

Definitions

The term “Engineered Products” means all equipment, products, and components designed by ATRON, manufactured for Buyer using designs and specifications prepared principally by ATRON.

The term “Contract Manufacturing Services” means all equipment, products, and components that ATRON manufactures for Buyer other than Engineered Products and include without limitation, equipment, product, and components manufactured using designs prepared principally by Buyer, a party related to the Buyer or a party engaged by or under the supervision of Buyer.

The term “Maintenance, Repair, and Overhaul Services” a.k.a. “MRO Services” means any action that helps keep or restore an item to its working condition.

The term “*Commercial off-the-shelf items*” a.k.a. “COTS Items” means equipment, products, components, and software available for use without modification purchased from third parties for resale by ATRON or for use as components in the Engineered Products, Contract Manufacturing Services or MRO Services.

The Term “Software” means custom programming by ATRON of Goods. Software is subject to ATRON’s Software License agreement and Antipiracy Policy available under separate cover or on ATRON’s public Customer Portal <https://atrongroup.com/customer-portal/>.

The term “Goods” means all Engineered Products, Contract Manufacturing Services, MRO Services, Cots Items and Software that ATRON has agreed to sell to Buyer, as evidenced by ATRON’s written Confirmation of Order.

The term “Buyer” means the individual, or legal entity that has submitted an Order to ATRON for the purchase of Goods.

The term “Order” means Buyer’s expressed request, whether oral or written, to purchase Goods from ATRON.

THESE STANDARD TERMS AND CONDITIONS OF SALE ARE PART OF EVERY OFFER TO SELL, ORDER ACKNOWLEDGMENT AND ORDER CONFIRMATION FOR THE SALE OF GOODS BETWEEN ATRON AND BUYER AND IS MADE AND GIVEN ON THE EXPRESS UNDERSTANDING THAT THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SALE OF ATRON’S GOODS. ATRON’S PROPOSAL, ACKNOWLEDGMENT AND CONFIRMATION OF ANY ORDER ARE EXPRESSLY MADE CONDITIONAL UPON BUYER’S ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN. ATRON OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER’S FORMS OR OTHERWISE. ATRON WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF IT FAILS TO OBJECT TO ANY PROVISION CONTAINED IN BUYER’S FORMS OR OTHERWISE. BUYER’S SILENCE OR ITS ACCEPTANCE OF ATRON’S GOODS CONSTITUTES ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS. NO CHANGE TO THE TERMS AND CONDITIONS SET FORTH BELOW SHALL BE EFFECTIVE UNLESS SET FORTH IN A SEPARATE WRITTEN AGREEMENT THAT IS SIGNED BY THE PRESIDENT OR CEO OF ATRON.

No representations, warranties, guarantees or other statements not contained in these Terms and Conditions shall be binding on ATRON unless expressly agreed in writing by ATRON’s President or CEO. If the details of the Goods described in ATRON’s written proposal or Buyer’s purchase order differ from those set forth in ATRON’s written Confirmation of Order, ATRON’s written Confirmation of Order shall apply. No representative of ATRON is authorized to make any warranties, promises or representations as to any product and none shall be binding upon ATRON except as expressly set forth herein or approved in writing by ATRON’s President or CEO.

1. SHIPMENTS.

- (a) Domestic shipments of Goods are delivered FOB ATRON’s facility and, unless ATRON’s written Confirmation of Order expressly provides otherwise, may be made by the method or carrier deemed most feasible by ATRON. International shipments of Goods are EXW (Ex Works) ATRON’s facility.
- (b) Unless ATRON’s written Confirmation of Order expressly provides otherwise, Buyer is responsible for all freight, shipping, carriage, cartage, stevedoring, insurance, handling and packaging and crating charges, customs duties, fees for export, transit, import and such other permits and certificates as may be necessary and other charges described elsewhere in these Terms and Conditions, including Section 1(e). If any charges described in the prior sentence are separately stated on the face of ATRON’s written Confirmation of Order and expressly included in the price stated thereon, ATRON reserves the right to adjust its price if the costs on which such additional charges are based increase.
- (c) Minimum order value: Orders amounting to less than \$25.00 net will be invoiced at \$25.00 plus transportation charges.
- (d) Packaging: ATRON’s prices include the costs of standard domestic packaging only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing or crating will result in extra charges. To determine such extra charges, consult ATRON’s sales offices.

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- (e) If ATRON pays any sales or use taxes, interest, freight, shipping, carriage, cartage, stevedoring, insurance, handling, packaging or crating charges, customs duties, fees for export, transit, import or other permits or certificates or any other charges described elsewhere in these Terms and Conditions as being Buyer's responsibility (or any other amount that is not specifically set forth in the Confirmation of Order as being a non-reimbursable cost), Buyer shall reimburse ATRON promptly upon ATRON's request for reimbursement.
- (f) ATRON assumes no responsibility for tariff classifications on carriers.

2. RISK OF LOSS.

- (a) Risk of loss and damage to the Goods shall pass from ATRON to Buyer at delivery of the Goods to FOB (or EXW) ATRON's facility whether or not the Goods so delivered are conforming or non-conforming, whether or not a right of rejection exists in Buyer's favor, and whether or not Buyer rightfully revokes acceptance.
- (b) If having been notified that the Goods are ready for shipment, Buyer fails to arrange for pickup or provide adequate shipping instructions, ATRON shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery to Buyer shall be deemed to be complete, and risk of loss and damage to the Goods shall pass to Buyer and Buyer shall pay ATRON accordingly.
- (c) The occurrence of any such loss or damage to the Goods shall not release Buyer from its obligations to ATRON.

3. INSTALLATION AND OPERATION OF GOODS. Buyer shall be responsible for complying with all applicable laws, safety rules, and permits, including all applicable codes associated with installing and operating the Goods.

4. GRANT OF SECURITY INTEREST. As security for the payment in full for the Goods, as a condition of the passage of title to Buyer for the Goods as provided for hereunder, Buyer grants to ATRON a first priority security interest in the Goods, wherever located, together with all Accounts, Products and Proceeds of any and all of the Goods (as such terms are defined by the Uniform Commercial Code as from time to time in effect in any applicable jurisdiction). Upon default in payment by Buyer, ATRON may exercise all rights of a Secured Party as provided for by the Uniform Commercial Code. Buyer may execute and file financing statement(s) to record its security interest.

5. DELIVERY. All periods stated for delivery of completion are to be treated as estimates only and are not guaranteed.

6. FORCE MAJEURE. ATRON's obligations shall be suspended in the event that its performance is prevented or delayed (and ATRON shall not be liable for any loss or damage arising out of delays in shipment or failure to manufacture or failure of the Goods to operate) due to any circumstance beyond its reasonable control, including: acts of God, acts or omissions of Buyer (including Buyer timely supplying to ATRON all required technical information and data, including drawing approvals, all required commercial documentation, and maintaining a current account status), war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage, epidemics, governmental decisions or actions (including prohibition of exports or re-exports or the failure to grant or the revocation of any applicable export licenses), labor trouble, strike, lockout or injunction, inability to obtain and delayed or deficient delivery of necessary parts or other materials, and the receipt of defective parts or materials. ATRON shall have no obligation to supply any Goods or perform any services unless and until it has received any necessary licenses and authorizations or has qualified for license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time. If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit ATRON from fulfilling the Order, or would in the sole judgement of ATRON, otherwise expose ATRON to a risk of liability under applicable laws, regulations, orders or requirements, ATRON shall be relieved without liability of all obligation to fulfill the Order.

7. TERMS OF PAYMENT.

- (a) Payment of the purchase price for the Goods shall be made in US Dollars by check or electronic funds transfer (ACH or wire transfer). Payments must be received by ATRON in full, without set-off, counterclaim, withholding or other deductions of any kind (except where and to the extent that this cannot by law be excluded), and, unless expressly provided to the contrary in ATRON's written proposal, Acknowledgment of Order and Confirmation of Order or as set forth in Section 7(b) or 7(c) as follows:
 - (i) For **Engineered Products** (including COTS used as components in the Engineered Products) payments shall be remitted in installments, as follows:
 - (A) 30% of the total purchase price as a deposit shall be remitted simultaneously with Buyer's purchase order. Order will not be confirmed prior to the receipt of funds.
 - (B) 40% of the total purchase price as a progress payment shall be remitted upon written notice from ATRON of commencement of production.
 - (C) 20% of the total purchase price as a progress payment shall be remitted upon written notice from ATRON of readiness to ship. ATRON shall deliver the Goods FOB (or EXW) ATRON's facility within ten (10) days after the funds have cleared its bank.

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(D) the balance of the total purchase price shall be remitted “net-30 days” from the date of written notice from ATRON of readiness to ship.

NOTE: Deposits and progress payments for Engineered Product are fully earned at the time due and are nonrefundable.

(ii) For **Contract Manufacturing Services** payments shall be due “net-30” from the date of invoice and will be invoiced at any time after ATRON has notified Buyer of their readiness for delivery or their actual shipment, if earlier.

(iii) For **Maintenance, Repair and Overhaul Services** payments shall be due “net-10” from the date of invoice and will be invoiced at any time after ATRON has notified Buyer of their readiness for delivery or their actual use if earlier.

(iv) For **COTS** (other than COTS used as components in the Engineered Products) payments shall be due “net-15” from the date of invoice and will be invoiced at any time after ATRON has notified Buyer of their readiness for delivery or their actual shipment, if earlier.

(b) ATRON may make partial shipments unless ATRON’s Confirmation of Order provides otherwise.

(c) ATRON’s prices are exclusive of any foreign, federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes, duty, fee’s or charges which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the Goods, their value or use, including any services performed by ATRON, and Buyer agrees to pay any such taxes which ATRON is required to pay.

(d) If any amount due from Buyer is not received by ATRON when due, then, in addition to any other rights available to ATRON at law or in equity, ATRON will be entitled to assess a finance charge at the lesser of 1½% per month (or the maximum allowable by law), on all unpaid amounts from the date an amount is due until such amount is paid in full.

(e) Whenever reasonable grounds for insecurity arise with respect to payment from Buyer or with respect to Buyer’s financial condition generally, ATRON may demand terms of payment different from those specified, and may demand additional assurances that payment will be made when due. Any such demand may be oral or in writing. ATRON may, upon the making of such demand, stop production and suspend shipments hereunder and may, if shipment has been made, recover the Goods from the carrier, pending receipt of such assurances. If within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, ATRON may, at its option, treat such failure or refusal as a repudiation of the portion of the Order which has not been paid for in full or may resume production and may make shipment under reservation of possession or of its security interest and may demand payment against tender of documents of title.

8. **PRICE ADJUSTMENTS.** In the event of a price increase in raw materials on the open commodity market, such as petrochemicals or copper, the purchase price of Goods shall be adjusted to reflect such increase. Any law, rule, regulation, order, code, standard, or requirement which increases the cost of fulfilling all or any portion of the Order shall entitle ATRON to an equitable adjustment in the purchase price of such Goods.

9. **ENFORCEMENT COSTS.** Buyer shall be liable to ATRON for any costs incurred by ATRON in enforcing any of its rights hereunder, including attorneys’ fees and expenses and other fees associated with collection of amounts due hereunder.

10. **CANCELLATION.** After ATRON has delivered its written Confirmation of Order, no part of the Order can be cancelled by Buyer without ATRON’s written consent, including as a result of any delay in shipping all or any part of the Order. ATRON shall use reasonable efforts to fill the Order in accordance with the estimated shipping date, but shall not be responsible for any delays in filling the Order nor liable for any losses or damages resulting from such delays. If ATRON receives a written notice threatening to cancel or cancelling all or any portion of an Order (without payment in full of such Order, including additional charges described in these Terms and Conditions), ATRON may cease manufacturing the Goods, may place such Goods in storage (or deliver them to the carrier for shipment to Buyer, as is), or may sell all or any portion of the Order to any other Person. In all events, Buyer shall be liable for the full purchase price for the Order, plus all costs and expenses incurred by ATRON in connection with such cancellation, including attorneys’ fees and expenses.

NOTE: If cancellation is granted by ATRON, Buyer is fully liable for all costs incurred to the date of acceptance, plus cancellation costs incurred by ATRON, cost of excess material, plus profit on the completed work as determined by ATRON.

11. **ORDER CHANGES.** Changes to an Order that have been confirmed by ATRON that affect the specifications or configurations of the Goods or otherwise affect the scope of the Order shall be submitted, in writing, by Buyer and shall become binding only if and to the extent approved, in writing, by ATRON.

12. **REVISION CONTROLS.** ATRON will indicate level of revision being manufactured for Buyer on ATRON’s written Confirmation of Order. It is Buyer’s responsibility to verify the revision indicated on ATRON’s written Confirmation of Order is current.

13. **DOCUMENTATION.** ATRON shall not provide Buyer with any data, reports or other documentation except as expressly provided in ATRON’s written Confirmation of Order. Data, reports or other documentation that ATRON agrees to provide to Buyer shall be at such additional charge as ATRON shall determine.

14. **INSPECTION AND APPROVAL TESTING.** Buyer shall notify ATRON in writing within ten (10) days from delivery of the Goods

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to Buyer, and in all events before any part of the Goods has been changed from its original condition, the Goods delivered do not conform to the Goods covered by ATRON's written Confirmation of Order. Such notification shall provide detailed information as to the nonconformity or shortage and Buyer shall hold the Goods for ATRON's disposition and afford ATRON a reasonable opportunity to inspect the Goods. ATRON may require the return of the Goods to establish any claim but in no event shall Goods be returned without ATRON's consent.

If tests are made by Buyer to demonstrate the ability of the Goods to operate under the contract conditions, Buyer is to make all preparations and incur all expenses incidental to said tests within the ten (10) day period described above. ATRON will have the right to have its representative at said tests and will make no charge for the expense of such representation.

To assure itself that the Goods are in proper adjustment and in condition to undergo tests, ATRON may require, and Buyer will consent to conduct, a preliminary run within the 10-day period described above made under the technical direction of ATRON. Should the preliminary run indicate performance not meeting the warranties hereinafter set forth, Buyer will permit adjustment and/or inspection of the Goods by ATRON before proceeding with the official test if ATRON so requests. The ATRON representative shall be a party to all observations during the test and shall have the right to technically direct the operation of the Goods during testing. Notwithstanding anything to the contrary, if Buyer requests further testing, such testing must be agreed upon between the parties in writing and such tests shall be carried out at ATRON's works.

15. **LIMITED WARRANTY** - ATRON warrants to Buyer that:

- 1) the **Engineered Products** manufactured by ATRON are free of defects in material and workmanship under normal use and maintenance for a period of twelve (12) months from the date written notice was provided by ATRON of readiness to ship, or 2000 run hours after transfer of title to Buyer, whichever occurs first
- 2) the **Maintenance, Repair and Overhaul** Services performed by ATRON are free of defects in material and workmanship under normal use and maintenance (a) for a period of three (3) months, or 500 run hours for MRO Services performed at ATRON's, and (b) for a period of one (1) months, or 100 run hours whichever occurs first, on MRO Services performed in the field, from the date ATRON has notified Buyer of completion of the MRO Services, readiness for use or their actual use if earlier;
- 3) the **Contract Manufacturing Services** provided by ATRON are delivered free of defects in materials and workmanship for a period of six (6) months from the date of invoice;
- 4) the **COTS** items provided by ATRON as *component items, included in the Engineered Products, Contract Manufacturing Services or MRO Services*, carry such warranty as given by the manufacturer thereof and which is hereby assigned to Buyer without recourse to ATRON;
- 5) the **Software** provided by ATRON are delivered free of defects in materials and workmanship for a period of twelve (12) months from the date of written notice was provided by ATRON of readiness to ship, or delivery to Buyer, whichever occurs first.

Upon discovery of defects in materials or workmanship during such warranty period as described above, ATRON shall either repair or replace the Goods, at ATRON's option, provided that the applicable conditions set forth immediately below are met. Even if ATRON repairs or replaces the Goods, its original warranty term is not extended. ATRON's obligation under this warranty is, at ATRON's sole option, to a one-time repair or replacement of any part which is shown to ATRON's reasonable satisfaction to have been defective as to material or workmanship provided that:

- (a) written notice of such defect is given to ATRON within ten (10) calendar days of discovery thereof;
- (b) the Engineered Products has been manufactured and commissioned by ATRON, or an agent/contractor of ATRON, and has been operated in accordance with the purpose for which it was purchased and the operating and maintenance instructions provided by ATRON;
- (c) the Goods have not been repaired or altered by anyone other than ATRON;
- (d) ATRON may require the return of the defective Goods to establish any claim or make repairs but in no event shall the Goods be returned without ATRON's written consent in the form of an RMA document;
- (e) no payment or allowances will be made for repairs or alterations in the Goods by the Buyer unless prior written approval has been obtained from ATRON's president;
- (f) ATRON shall not be required to honor any warranty obligation for any Goods until such time as such Goods shall have been paid in full by Buyer or if Buyer is otherwise in default with its agreements with ATRON; and
- (g) this warranty does not extend to any Goods which have (i) been deemed as consumable components or parts including filter elements, seals, belts, etc.; (ii) failed due to abnormal wear of component or part from effects of contamination, erosion, corrosion, over or under load (electrical or fluid), etc.; (iii) incidental leaks of fluids from threads, gaskets, seals, O-rings, etc.; (iv) failure of protection devices in the normal course of its function including fuses, fusible links, safety relief valves etc.; (v) adjustments or customization to Software at the direction of Buyer including operating systems, program logic(PLC) or graphical interface (HMI), SCADA, Etc., requested after Goods are in operation; or (vi) any third party software which may be furnished by ATRON.



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This warranty does not cover removal and reinstallation of the Goods by the Buyer or its contractor, or the freight charges incurred on Goods returned by Buyer to ATRON for evaluation, rework, repair or replacement. Furthermore, this warranty does not cover ATRON's cost of its travel or incidental expenses for international or expedited emergency warranty repair. These costs shall be the sole responsibility of the Buyer.

ATRON HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE, EVEN IN THE EVENT OF A FUNDAMENTAL BREACH BY ATRON AND ANY ACTION FOR BREACH OF WARRANTY UNDER THIS SECTION 15 MUST BE COMMENCED NOT LATER THAN TWELVE (12) MONTHS FROM THE DATE THE GOODS ARE AVAILABLE FOR DELIVERY TO BUYER. ATRON SHALL NOT BE LIABLE FOR NONCONFORMITIES CREATED DUE TO HANDLING, INSTALLATION, MODIFICATION, OR USE BY THE BUYER OR ANY OTHER PERSON.

16. **NONRECURRING ENGINEERING (NRE) & TOOLING CHARGES.** Reimbursements by Buyer of nonrecurring engineering or tooling fees does not grant Buyer any ownership or exclusive use thereof. Exclusive Buyer owned tooling may be subject to a maintenance charge.
17. **PATENTS.** ATRON shall be liable for costs and damages finally awarded to any Person not affiliated with Buyer, in any suit against Buyer to the extent based upon a finding that the design or construction of the Goods, as delivered by ATRON, infringes a United States patent issued as of the date of Buyer's Order for such Goods (except infringement occurring as a result of Buyer's designs or specifications, or as a result of incorporating a design or modification at Buyer's request), provided that Buyer promptly (a) notifies ATRON, in writing, (i) of any claim by any other Person of infringement and (ii) of the institution of a suit or proceeding alleging infringement, (b) permits ATRON, through its counsel, to defend, control the defense and, in ATRON's discretion, settle the same, and (c) provides ATRON with all needed information, assistance and authority to enable ATRON to do so. ATRON shall have no obligation hereunder with respect to claims, suits or proceedings, resulting from or related to, in whole or in part, (I) the use of software or software documentation, (II) compliance with Buyer's specifications, (III) the combination with, or modification of, the Goods after delivery by ATRON, or (IV) the use of the Goods, or any part thereof, in the practice of a process. THIS SECTION SETS FORTH ATRON'S ENTIRE LIABILITY WITH RESPECT TO PATENTS.
18. **INTELLECTUAL PROPERTY.** "Proprietary Information" means all information included in ATRON's written proposal, Acknowledgment of Order or Confirmation of Order or otherwise supplied by ATRON relating to the Goods (including the design, manufacture operation or maintenance of all or any portion of the Goods and whether furnished in connection with this transaction or otherwise), that are not already generally available to the public or has been designated by ATRON as Proprietary Information, either orally or in writing, including computer programs, data documentation, drawings, instructional materials, models, technical manuals, results, schematics, and specifications. The Proprietary Information is the exclusive property of ATRON and Buyer shall use the Proprietary Information for the sole purpose of installing, using, operating, and maintaining the Goods delivered by ATRON under this transaction. Buyer shall disclose the Proprietary Information only to those of its employees and associates to whom it is necessary in order to carry out their duties properly as limited by the terms and conditions hereof. All disclosures by Buyer to its employees and associates shall be held in strict confidence by such employees and associates. Buyer shall not to grant access to third parties for inspection, measurement, disassembly, or other activities conducted for any purpose, including to manufacture or assist in the manufacture of similar products. ATRON makes no representation or warranty with respect to the accuracy or sufficiency of any such Proprietary Information and assumes no obligation or liability for results obtained.
19. **LIMITATION OF LIABILITY.** ATRON SHALL NOT BE LIABLE TO BUYER OR BUYER'S CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS, COSTS OF REPLACEMENT POWER OR GOODS, ADDITIONAL EXPENSES INCURRED IN CONNECTION WITH THE USE OF GOODS, OR THE CLAIMS OF THIRD PARTIES, EVEN IF ATRON HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER SHALL APPLY TO INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES BASED UPON ANY CAUSE OF ACTION WHATSOEVER ASSERTED AGAINST ATRON, INCLUDING ONE ARISING OUT OF PRINCIPLES OF CONTRACT, ANY BREACH OF WARRANTY, EXPRESSED OR IMPLIED, GUARANTEE, EQUIPMENT OR OTHER GOODS LIABILITY, NEGLIGENCE, TORT, OR ANY OTHER CAUSE PERTAINING TO PERFORMANCE OR NON-PERFORMANCE TO THE PROPOSAL OR CONTRACT BY ATRON. BUYER SHALL HOLD ATRON HARMLESS FROM ANY SUCH CLAIMS BY BUYER'S CUSTOMER. IN ADDITION TO OTHER LIMITATIONS ON LIABILITY OF ATRON PROVIDED FOR HEREIN, IN NO EVENT SHALL ATRON BE LIABLE TO BUYER FOR CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR ANY AMOUNT IN EXCESS OF THE AMOUNT BUYER HAS PAID TO ATRON.
20. **NUCLEAR** - Buyer represents and warrants that the Goods covered by this contract shall not be used in or in connection with a nuclear facility or application. If Buyer is unable to make such representation and warranty, then Buyer agrees to indemnify and hold harmless ATRON and to waive and require its insurers to waive all right of recovery against ATRON for any damage, loss, destruction, injury or death resulting from a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended, whether or not due to ATRON's negligence.
21. **LIMITATIONS OF ACTION** – Any lawsuit for breach of contract, other than a breach of warranty, arising out of the transactions covered by these Terms and Conditions, must be commenced not later than twelve (12) months from the date of ATRON's written Confirmation of Order.
22. **INTERPRETATION.** In the event that any part of these Terms and Conditions shall be held invalid for any reason, the remainder of

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these Terms and Conditions shall continue in full force and effect. Gender references used herein shall be modified as required to meet the circumstances. Whenever the context so requires, the plural shall include the singular and vice versa. Headings are used herein for convenience only and shall not affect the meaning of any provision hereof. The term “including” shall be construed in an illustrative and not a limitative sense. These Terms and Conditions shall be construed and enforced in accordance with the laws of the Texas without giving effect to the choice or conflict of law provisions or rules thereof. “Person” means any individual or entity.

23. **DISPUTES.** Either party may give the other party written notice of any dispute arising out of or relating to this contract and not resolved in the normal course of business. The parties shall attempt in good faith to resolve such dispute promptly by negotiations between executives who have authority to settle the dispute. If the matter has not been resolved within 60 days of the notice, either party may initiate non-binding mediation of the dispute.
24. **ARBITRATION** - ATRON AND BUYER AGREE THAT ALL DISPUTES ARISING OUT OF THIS AGREEMENT NOT RESOLVED BY MEDIATION SHALL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT OR TEXAS GENERAL ARBITRATION ACT, AS APPLICABLE.
25. **JURISDICTION AND VENUE.** Exclusive jurisdiction and venue for any action arising out of this agreement shall lie in the courts of competent jurisdiction in Dallas County, Texas and that Buyer consents to personal jurisdiction in the State of Texas. Courts of competent jurisdiction include only the courts of the state of Texas having subject matter jurisdiction and the United States District Court for the Eastern District of Texas when the dispute is within its subject matter jurisdiction.
26. **ASSIGNS.** The parties’ rights and obligations hereunder shall be binding upon and inure to the benefit of the successors and assigns of the entire business and good will of the other party hereto (or that part of the business of either used in the performance of such parties’ obligations hereunder), but shall not be otherwise assignable.
27. **EXPORT CONTROL LAWS.** All Goods sold hereunder are subject to the export control laws of the United States, and may not be transferred, sold or re-exported to any Persons appearing on the Entity List or Restricted Person List of the U.S. Department of Commerce Bureau of Industry and Security; any Person designated by the U.S. Treasury Department office of Foreign Asset Control, or to any Person debarred or sanctioned for proliferation or terrorism reasons by the United States State Department. It is the responsibility of Buyer to insure strict compliance with all U.S. export control laws when re-exporting products to end users or ultimate consignees. ATRON reserves the right to unilaterally suspend and/or cancel any Order where ATRON determines that Buyer is in violation of U.S. export control laws, or where ATRON determines that there is a reasonable likelihood that Buyer intends to violate U.S. export control laws. Threatened noncompliance with U.S. export control laws will be deemed as an event excusing ATRON’s performance under Section 6. Buyer agrees to indemnify ATRON against all losses and expenses associated with any violation by Buyer of U.S. export control law.