

TERMS AND CONDITIONS OF SALE

1. Definitions. **Buyer:** the party buying the Goods. **Seller:** Leyard & Planar Singapore Pte Ltd., doing business as Planar International **Goods:** the goods being offered by Seller. **Terms:** these Terms and Conditions of Sale. **Contract:** Seller's order confirmation, these Terms and Seller's quotation, if any.

2. Entire Agreement. The Contract contains the entire agreement between the parties, superseding all prior and contemporaneous representations, understandings and agreements between the parties with respect to the Goods, including without limitation Buyer's requests for proposals, requests for quotations, purchase order or payment terms and conditions, provided that a written agreement signed by both parties will supersede these Terms. In addition, no website or other click-through agreement will have any binding effect on Seller regardless of Seller's clicking "ok", "I accept" or other purported acceptance. This Contract may only be amended in writing, signed by both parties. The earliest of the following is Buyer's consent to these Terms: (a) execution of Seller's Credit Agreement, (b) issuance of a purchase order in response to a Seller quotation, or (c) receipt of or payment for Goods. If conflict arises between any of the documents comprising the Contract, the order listed in the definition will be their order of precedence. Supplier expressly rejects all different or additional terms provided on or with Buyer's order or payment for Goods. Buyer understands and agrees that it is an express condition of Seller's agreement to sell Goods to Buyer that Buyer accepts these Terms.

3. Price; Payment.

Seller's quoted price excludes all costs for delivery of the Goods to Buyer and all taxes and customs duties relating to the Goods. Payment will be made in the invoiced currency. Unless approved by Seller for credit, Buyer will provide advance payment or an acceptable letter of credit ("LOC") in the amount of the purchase price, issued or confirmed by Seller's designated bank, with expiry date 45 days after shipment, with partial drawings, shipments and transshipments permissible. LOC payments will be made on sight upon presentation of invoice, packing list and transport document/forwarders certificate of receipt. If approved for credit, Buyer will pay Seller within 30 days of the date of Seller's invoice. Seller may invoice Buyer upon the earlier of shipment or notice of readiness to ship. Seller may make and invoice for partial shipments. For blanket orders or custom Goods, if Buyer does not take delivery of the entire order per the agreed upon schedule, Seller will invoice Buyer for the remaining balance due. If Buyer does not pay Seller on the agreed dates of payment, Buyer will pay interest of 1.5% of the unpaid balance monthly. If Seller refers a delinquent account to a collection agency or files a legal action to recover unpaid amounts, Seller will be entitled to recover its reasonable legal fees and costs, and those of the collection agency.

4. Taxes. Buyer will pay all sales, use, value-added, excise, gross receipts or other taxes, and any customs duties or other import/export fees, imposed on the Goods or on the sale, delivery, ownership or use of the Goods by Buyer, excluding any taxes based on Seller's income or operations.

5. Acceptance. No acceptance conditions apply to Buyer's purchase of Goods. Any defects in material or workmanship, or errors in shipment, will be provided for under the warranty in Section 8.

6. Title; Risk of Loss. Delivery will be Ex Works Factory (EXW Incoterms 2020), except shipment from China which will be FOB (Origin). Loss, damage or destruction of Goods that occurs while the risk of loss is Buyer's does not relieve Buyer of its obligation to pay Seller for the Goods. For sales outside the European Union or Australia, title passes to Buyer at the same time as risk of loss. Transfer of title does not apply to software or other intellectual property that may be supplied with the Goods.

7. Delivery. Seller will endeavor to meet quoted delivery dates, which are estimated based on conditions known at the time of quotation. Any ship date confirmed in or subsequent to Seller's order confirmation may not be changed by Buyer within "x" number of days of such ship date, where "x" equals the longer of (a) the number of days' lead time for the Goods as determined by Seller, or (b) 90 days. Seller will not be liable for any delay in delivery. If Seller experiences material shortages or other manufacturing delays, Seller may make partial shipments of Buyer's orders.

8. Services. Seller may provide services, including without limitation design, fabrication, installation or maintenance services, as specified in an order confirmation or statement of work. Buyer will pay for services performed and any actual and reasonable expenses incurred by Seller in performing the services. Seller personnel performing services are Seller's employees for all purposes; Seller is responsible for all compensation, benefits and employment-related insurance and taxes.

9. Limited Warranty.

Goods: Seller warrants that the Goods (excluding software) will conform to published specifications and be free from material defects in accordance with Seller's standard warranty for such Goods found at Seller's website. If no warranty is available at the Seller's website, Seller warrants that the Products will conform to the Product specifications and be free from defects in material and workmanship for two years from Seller's shipment date, unless another warranty period is set forth in the specific Product warranty published by Seller. Seller's warranty excludes damage, deterioration or malfunction resulting from accident, abuse, misuse, neglect, improper ventilation and cooling, adverse environmental conditions, fire, water, lightning or other acts of nature, unauthorized product modifications, installation or repair by anyone other than Seller or a Seller Certified Installer, and any other cause not related to a defect in material or workmanship. Customers and End Users are required to pay all taxes, duties, shipping and handling fees related to the repair or replacement of Products.

Software: Any software included with Goods is provided AS IS with no warranty from Seller, unless an express warranty is provided in the software license. Any third party Goods are provided with the manufacturer's warranty only; Seller provides no additional warranty.

Services: For 90 days after completion of each particular service, Seller warrants to Buyer that such service has been performed in a professional manner consistent with industry standards. Buyer's exclusive remedy for any breach of this warranty will be for Seller to re-perform the affected services at no additional cost to Buyer or, if the services cannot be re-performed, to refund the amount already paid for the affected services.

Disclaimer: SELLER DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES OR CONDITIONS BASED ON COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

10. Seller's Intellectual Property. Sale of Goods to Buyer does not convey a license, implied or otherwise, under any patent, copyright, trademark, trade secret or other proprietary right in which Seller has an interest, nor does it convey rights to any related data, including but not limited to Seller's drawings, schematics, software, processes or tooling. Any designs, drawings, models or samples submitted by Seller, and all know-how and other intellectual property therein, will remain Seller's property. Buyer agrees that it will not use any of Seller's names or trademarks without Seller's prior written permission.

11. IP Indemnity. Seller agrees at its expense to defend any suit alleging direct infringement instituted against Buyer (but not affiliates or customers of Buyer) and to pay any award of

damages and costs for direct infringement made against Buyer by a court of last resort to the extent that the damages award is based on a final determination that the Goods as and when furnished by Seller to Buyer directly infringed any patent, trademark or copyright valid in the country where Seller has its headquarters. The indemnity obligations in this section do not apply to Goods made or modified to Buyer's specifications, and are expressly conditioned upon: (a) Buyer providing Seller with written notice no later than ten days after Buyer's receipt of notice of the claim, (b) Seller having the option of controlling the defense and settlement of the claim, (c) Buyer cooperating with Seller in the defense and negotiations, and (d) Buyer making no admission, compromise or settlement of the claim. Seller may at any time obtain the right for Buyer to keep using the Goods, obtain substitute goods, modify the Goods to be non-infringing, or refund the price paid for the Goods. Seller's indemnity obligations will not apply if the claims are the result of: (i) modification of the Goods or combination of Goods with other products or services, (ii) use of the Goods not in compliance with applicable law or the Goods' specifications or instructions for use, or (iii) Buyer's failure to use a modified or substitute good provided by Seller or continued use of a refunded Good. If the Goods are made or modified to Buyer's specifications, Buyer will indemnify Seller and hold Seller harmless from any claims or liability for infringement or misappropriation on account of the manufacture or sale of such Goods.

12. Limitation of Liability. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE CONTRACT OR ANY RELATIONSHIP ARISING OUT OF THE CONTRACT, OR ANY DEFECT IN OR FAILURE OF THE GOODS, OR ANY CLAIMS BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, ENVIRONMENTAL DAMAGE, INCREASED EXPENSES OF OPERATION, COST OF REPLACEMENT GOODS, OR CLAIMS BY OR ON BEHALF OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES, WHETHER OR NOT BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHERWISE, EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS UNDERTAKEN IN SECTION 11, SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT WILL NOT EXCEED THE PRICE PAID FOR THE GOODS UPON WHICH SUCH LIABILITY IS BASED. THE LIMITATIONS IN THIS CONTRACT APPLY TO THE FULLEST EXTENT PERMITTED BY LOCAL LAWS APPLICABLE TO BUYER. BUYER MAY HAVE RIGHTS THAT CANNOT BE WAIVED AND SOME OF THESE LIMITATIONS MAY NOT BE VALID IN SOME JURISDICTIONS.

13. Compliance with Laws. Buyer will at its own expense comply with applicable laws and regulations, and obtain any approvals and permits required, for use and distribution of Goods. Buyer will comply with the specifications and instructions for use for the Goods. In the event that any third party brings a claim against Seller due to injury or damage arising from use of Buyer's products or services with the Goods, or from Buyer not complying with applicable law or the specifications and instructions for the Goods, Buyer will indemnify Seller for all costs and damages arising from and relating to such claims unless Seller's negligence was the sole cause of the injury or damage.

14. Governing Law. This Contract will be governed by the laws of the state or country where Seller has its headquarters. The UN Convention on Contracts for the International Sale of Goods is expressly excluded from this Contract. Any disputes arising out of this Contract that cannot be informally resolved will be filed exclusively in the state or country where Seller has its headquarters, except that Seller may bring an action to collect amounts owed or enforce any judgment entered against Buyer in any jurisdiction by suit on the judgment or in any other manner provided by law. Buyer irrevocably consents to the jurisdiction of the courts located in the state or country of Seller's headquarters and waives any objection to such venue or jurisdiction. All claims by Buyer against Seller must be filed against Seller within one year from the date of the events that gave rise to the claim or be discharged and barred forever.

15. Termination. Buyer may not cancel its order, reduce quantities, revise specifications or extend scheduled delivery unless agreed to in writing signed by Seller. For standard product order, Buyer may be charged a restocking or cancellation fee of up to 30% of the purchase price for any change or cancellation. For orders designated by Seller as custom, or otherwise identified as custom with a unique part number, Buyer will be subject a restocking or cancellation fee of at least 50% of the purchase price, if Buyer's request is granted. If Buyer requests to reschedule shipment for more than 30 days beyond the originally scheduled ship date, Seller may charge Buyer an additional storage and handling fee of up to 30% of the purchase price if Buyer's request is granted. Seller does not accept returns of custom Products. Seller may, at its option and without incurring liability to Buyer or prejudicing Seller's rights to other remedies, either cancel or reschedule Buyer's order if Buyer is in default of payment obligations or any other material term of this Contract, becomes insolvent, is the subject of bankruptcy proceedings, or ceases to do business in the ordinary course. Buyer's obligations under the following sections will survive termination for any reason: Sections 3, 4, 6, 10, 12, 13, 14, 19 and 20.

16. Government Contracts. Unless otherwise agreed to in writing signed by both parties, no term or condition required in any government contract or related subcontract will be part of this Contract or binding upon Seller, and Seller expressly rejects any government provisions included in or referred to by Buyer's request for quotation, purchase order or any other document.

17. Export Laws. The Goods are subject to Singapore, US or other export laws and regulations. Buyer will not export, re-export or transfer (directly or indirectly) the Goods or technical data received from Seller (a) without strictly complying with all such laws and regulations, including obtaining all required licenses, authorizations, certifications and approvals, or (b) to any person, entity or country to which such transfer is prohibited, including pursuant to any sanction or embargo administered by Singapore, the US, EU or UN.

18. Treatment of Waste. Buyer will take responsibility for taking back and/or recycling electrical and electronic equipment according to applicable local laws. Buyer exempts Seller from all legal obligations for taking back and/or recycling and from all possible claims of third parties in connection with these obligations and will fulfill these obligations itself at its own cost.

19. Changes. Seller may make process and design changes in Goods that do not materially affect form, fit and function without notice to or approval from Buyer. Seller also may furnish suitable substitutes for materials unobtainable, impractical or in shortened supply.

20. Software License. If Seller provides software with the Goods, that software is proprietary to Seller or Seller's suppliers. The end user license provided with the software governs the use of the software. If no separate end user license is provided with the software, Seller grants Buyer a nonexclusive license to use the software only in conjunction with the Goods, subject to any third-party restrictions. Buyer agrees that title remains with Seller or its suppliers, and Buyer will not disassemble, decode, translate, copy or modify the software except for archival or back-up purposes as necessary for use on and with the Goods. Buyer will maintain all proprietary marks on software provided by Seller. Buyer may transfer this license to the original End User of Seller's Goods, only if (a) the Buyer has not registered or activated a license to use the Software; (b) the Goods and Software are transferred together; and (c) the transferee agrees to comply with the restrictions of this license. Upon such transfer, Buyer's license terminates

and Buyer will destroy all copies of the software and related documentation in Buyer's possession.

21. Waiver, Severability. Failure by a party to insist on performance of any provision will not be a waiver of the rights or remedies available in the event of a subsequent default by the other party. The invalidity of any term of this Agreement will not affect the validity of the remaining terms and the parties agree to replace the invalid term with a valid term that most closely preserves the original economic positions of the parties.

22. Assignment. Seller may assign its rights or delegate its duties under this Contract without the prior written consent of Buyer. Buyer may not may not assign or otherwise transfer any of its rights, or delegate any of its obligations hereunder, directly or indirectly, including by operation of law, without the prior written consent of Seller.

23. Force Majeure. Seller will not be liable in any manner for failure to perform caused by war, riot, terrorism, fire, flood, epidemic, pandemic, earthquake or other natural or man-made disaster, or failure of any third-party hardware, software, electrical system or utility, delay in transportation, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Seller.