

IDEC Terms and Conditions as of April 1st, 2025

1. Application and Enforceability

- a. These terms and conditions govern all sales of products by IDEC CORPORATION and IDEC CORPORATION DBA APEM, collectively referred to as IDEC going forward.
- b. Any modifications, specific, and/or special terms must be agreed upon in writing by an authorized representative.
- c. Any information appearing on any other document, in particular catalogs, electronics supports, leaflets, advertising documents, and/or websites are purely indicative and can be modified at any time and without notice.
- d. Failure by IDEC to enforce any of its rights under these terms and conditions of sales may not be interpreted as a waiver of its right to subsequently enforce any of these terms and conditions.

2. Orders, Modifications, and Cancellations

- a. Orders must be placed via mail, fax, or email and are only valid upon written (mail, fax, or email) acceptance by our team.
- b. Orders cannot be modified or canceled without prior written approval. Cancellation may result in indemnification for costs incurred.
- c. A minimum order value may apply, and specific framework agreements can be negotiated for bulk orders.
- d. IDEC reserves the right to refuse or modify orders based on economic conditions or product availability.
- e. All Non-Cancelable, Non-Returnable (NCNR) orders are final and cannot be modified, canceled, or returned under any circumstances once confirmed by IDEC.
 - i. You assume full liability for any product that:
 1. Has been shipped to you.
 2. Is being held in inventory for you.
 3. Has been ordered as NCNR.
 4. Is work-in-process or pre-built.
 5. Cannot be moved out to a newly requested date.

6. Is subject to price changes, which may occur at any time and will be passed through to you.
 7. If payment terms are not followed, work-in-process will be stopped, and you will be liable for the full value of any open orders.
- f. Product may be returned in accordance with any applicable warranty. Any warranty that would ordinarily apply will not be affected by this agreement.
 - g. As regard to the orders coming from a foreign Customer, the latter will have to communicate to IDEC, before any acceptance of the order, its account ID as well as an official document provided by the local authorities giving evidence of its legal shape, its social address and its regular registration in such country for the exercise of its commercial activity, its intracommunity VAT number if necessary, as well as any information concerning the marking of products and more generally the regulations applicable to the products in the country of destination. The orders will be accepted only subject to the providing of a guarantee by the credit insurance company of the Seller, or the reception of the payment before preparation of the order.
 - h. We will make every effort to accommodate changes in your delivery requirements. If changes can be made, you are responsible for any charges passed along from our supplier or incurred by the distributor.

3. Shipment and Risk of Loss

- a. Shipments are Incoterms Ex Works IDEC Logistics Centers.
- b. Unless otherwise agreed in writing, customer undertakes to take delivery within 10 (ten) working days following notification of availability of the goods and to supply without delay any proof of delivery upon IDEC request
- c. Special handling or overseas shipment may incur additional charges.
- d. IDEC reserves the right to adjust delivery schedules based on supply chain constraints or production capacity.
- e. Buyers must verify received shipments and report any discrepancies within **three (3) days** of receipt.
- f. The delivery lead-times indicated by IDEC have to be understood from the date of dispatch of the products from the factory. The delivery lead-times are indicated as exactly as possible but are taking into consideration the

availability and of manufacturing planning. IDEC adduces to proceed to partial deliveries, with the aim of supplying the Customer as soon as possible. In case of successive deliveries for the same order, these will be made according to the schedule communicated by IDEC, this one remaining purely indicative. The over-takings regarding the delivery deadline cannot give rise to any damage, nor to any restraint, nor to the cancellation of the order or any other orders in course. Any late delivery penalty is excluded.

- g. The suspension of the delivery of products in case of (i) non-payment (ii) delays due to non-communication by the Buyer of the required information (iii) modification in the course of execution of the order (iv) events escaping the control of IDEC (v) impossibility of production (vi) force majeure, does not give the right to the Customer to cancel the order or to seek for damages. IDEC cannot be liable to repair consequential damage and/or any immaterial damage which would result from a delay in delivery.
- h. In case of damaged or missing product, the Customer is responsible for informing the carrier of any reservations on the delivery order and at the latest by sending a registered letter with acknowledgement of receipt or by serving an extra-judicial document, within three (3) days of receipt of the goods.
- i. Products will be delivered in specific packaging. The recycling and/or the destruction of packaging are born by the Customer. Products will be packed according to the packaging and the standard unit of packaging valid at IDEC. The collection, the recycling, the processing and the valuation of components and the other products sold to the Customer, as well as the associated costs, are completely born by the Customer unless otherwise agreed between the parties.
- j. In the hypothesis where a procedure of acceptance or checking allowing to certify the conformity of the goods or the services in relation to the contract is planned, the duration of this procedure is fixed according to best practice and commercial practices and, in any case, cannot exceed 30 days from the date of delivery of the products. In any case, the duration of such procedure of acceptance or check cannot have as an effect neither of increasing the duration, nor of moving the starting point of the agreed payment terms at the risk that this constitutes an illicit unfair practice.

4. Complaints for apparent defects or non-conformity

- a. Without prejudice to the measures to be taken towards the carrier in the delivery in case of damage or of absent person, the complaints on the visible defects or on the non-compliance of the product delivered to the ordered products or to the delivery slip, must be formulated by the Customer by registered letter with request of acknowledgement of receipt within three (3) business days from the delivery of the products, by identifying one or several concerned product (s) (batch number)), the concerned quantities and the nature of the found defect. All the complaints must be necessarily motivated. The absence of complaint for the aforesaid deadline or the use the aforementioned products (exception made by the reasonable quantities used for purposes of test and by the inspection) will allow to conclude that IDEC has complied satisfactorily to its obligations.
- b. The Customer shall be responsible for providing evidence of establishing the alleged defects or anomalies. The Customer must allow and facilitate the verification of these defects by IDEC and their resolution. The Customer will refrain from intervening and/or having a third-party intervene for that purpose unless duly and expressly authorized by IDEC.
- c. In case of apparent defects or non-conformity of the delivered products, as acknowledged by IDEC according to the above-mentioned conditions, the Customer may obtain replacement of the products free of charge but may not cancel their order nor claim any indemnity, damages or interest.
- d. Complaints do not exempt the Customer from the payment of the products concerned. Whatever is the nature of the complaint (deliveries, invoicing) none management fees will be accepted by IDEC for the researches or the processing of these complaints. Invoices submitted by IDEC must be the object on the account of compensation or automatic deduction whatever is the cause. In particular, the automatic deduction of the amount of the invoice of penalties corresponding to the delivery of a product considered by the Customer as not corresponding is not authorized. In the hypothesis where the Customer would apply such penalties, IDEC will necessarily have to be enabled to check in advance the reality of the grievance. When they result from an agreement between the parties, these penalties must be the object of an invoice necessarily submitted in the month following the agreement arisen between the parties and containing the reference of the product (and the batch number), the concerned quantity, the reference of the invoice (order number), the proof of the signed delivery slip and the mode of

calculation of this penalty. In any case, the penalties which could be charged to IDEC will not be automatically deducted from the payment of invoices submitted by IDEC; these penalties will have to be invoiced separately by the Customer. Besides, the potential penalties that could be agreed by IDEC and the Customer cannot be fixed in advance without facing the risk of constituting an unfair practice likely to create an imbalance between the rights and the obligations of the parties. Only the direct damage, born by the customer, demonstrated and estimated, can be the object of a possible request of repair which can intervene in any case only after negotiation with IDEC and agreement of both parties.

- e. The Customer cannot, without the preliminary and written agreement of IDEC, proceed to the refusal either on the return to products, or deduct automatically from the amount of the invoice established by IDEC the penalties corresponding to the failure to respect delivery date or to the non-compliance of the delivered products. No product return is accepted if it was not beforehand the object of an agreement written by IDEC. Any defective product return or not corresponding must be realized according to the procedure of acceptance of the return of IDEC which will deliver one " RMA " (Material Return Acceptance). The return of the defective or not corresponding products is made at expenses and risks of the Customer in their complete original packing and in good condition. If the complaint is justified, IDEC proceeds to the delivery of replacing products at its expenses and risks. The representatives, the distributors, or the agents of IDEC will be on no account authorized to take back products being the object of a procedure of return authorized by IDEC, except agreement preliminary and written by IDEC.

5. Returns and Warranty

a. Warranty

- i. IDEC warrants products against any defect in materials or workmanship for a period of **one (1) year** from the date of laying out of the products and on condition that the Customer informs IDEC of this defect within 20 days of the discovery of any such defect.
- ii. Corrective actions undertaken by IDEC under the warranty do not extend the warranty period. Once elapsed the twenty days, IDEC shall not be liable for conformity warranty or for any indemnification obligation whatsoever.

- iii. Under this warranty, IDEC's sole obligation shall be the possible replacement, free of charge, or the repair of the product or the element recognized as defective by IDEC. No product can benefit from this warranty if it has not been submitted beforehand to IDEC's quality department, whose prior agreement is mandatory for any replacement or repair.
- iv. Any carriage costs regarding the products returned in accordance with the guarantee are payable by IDEC which shall be reinvoiced subject to the defect claimed by Customer not being attributable to the product delivered by IDEC to the Customer.
- v. The representatives, the distributors, or the agents of IDEC will be on no account authorized to resume the products being the object of a procedure of return authorized by IDEC, except preliminary and written agreement of IDEC.
- vi. The warranty may not, under any circumstances, give rise to payment of any indemnity.
- vii. The warranty only covers hidden defects which make the product unsuitable for use and which could not be identified by the Customer prior to the use of the product.
- viii. The warranty does not cover apparent defects. Nor does it cover defects and deterioration caused by normal wear and tear of the product or by an external accidental event (assembly or adaptation, unless carried out under IDEC's supervision, by IDEC's employees or by a third party authorized by IDEC, deficient maintenance, abnormal use or use not indicated in the catalogue ...) or by modification or repair of the product carried out by the Customer, or defects, damages or losses arising out of incorrect or insufficient specifications, data or instruction furnished by Customer.
- ix. The Customer must inform in writing IDEC of the defects affecting the products and give IDEC all evidence and justification available.
- x. Any other warranty in particular to the adequacy of products to their use or final destination is expressly excluded with the exception of the legal warranties.

- xi. IDEC's liability for the costs, expenses and the other losses linked to the operations of inspection, test, dismantling, reassembly, removal, relaying, reconception caused by a defect or by a repair or a replacement of the product is excluded.
- xii. Specific products (non-catalogue) are excluded from this warranty and are subject to a specific agreement between the Customer and IDEC.
- xiii. IDEC's responsibility in the case of faulty products excludes any liability for any repair of damage caused to property and goods used for business purposes.
- xiv. IDEC products are not specified for use in for the aeronautical and aerospace industries. IDEC cannot be held responsible of any obligation of putting in conformity the products sold because of a particular regulation applicable to these sectors, of a standard or any other requirement accepted by the Customer. Defective products may be replaced or repaired upon review. Warranty does not cover normal wear, improper use, or modifications.

b. Returns

- i. Before any sending back of products within the scope of the warranty, the Customer must obtain IDEC's prior written approval as well as an RMA number.
- ii. The products must be sent back in the original packaging and in good shape to IDEC, the costs being born by Customer;
- iii. The products will be owned by IDEC. The repaired or replaced products are sent back to Customer at IDEC's costs and risks.
- iv. Specialty, engraved, or obsolete items are non-returnable.
- v. Stock rotations require offsetting orders based on purchase date:
 - 1. **0-12 months:** Equal order value
 - 2. **12-24 months:** 2x order value
 - 3. **Over 2 years:** 5x order value
- vi. IDEC does not accept returns for custom or modified products.

6. Pricing

- a. The Products are sold based on the price agreed upon by IDEC and the Customer calculated on the basis of the current price at the date of the order appearing on the IDEC price list and any additional commercial negotiations having taken place before the sending of the order.
- b. The prices are expressed in USD and take into account the applicable VAT at the date of the order. The charged prices vary according to the reductions in price granted to the Customer.
 - i. These reductions will appear of the invoice
- c. Unless otherwise agreed between the parties, IDEC shall be entitled to review the prices appearing on the price list at any time of the year according to the evolution of the economic conditions impacting the costs of both the raw materials and the components integrated into the manufacturing of the IDEC products, and those of its suppliers.
 - i. In such a hypothesis, IDEC will warn the Customer of the modification of its prices before the coming into effect of this modification. IDEC will communicate the new prices appearing on the price list by e-mail with acknowledgement of receipt.
 - ii. The Customer will be considered as having accepted the new price list in case there is no contesting duly notified to IDEC within 15 days after the reception of the new prices.
- d. Prices are based on the prevailing price list at the time of order confirmation. IDEC reserves the right to adjust pricing based on economic conditions or material costs with prior notice.

7. Terms and Conditions of Payment

- a. 1% discount if paid within **10 days**, otherwise full payment is due within **30 days**.
 - i. Late payments may incur a **1.5% monthly finance charge**.
 - ii. The term of every invoice is calculated from the date of issue of the invoice.

- b. Payment shall be considered effective when the amount of the invoice has been definitively credited to IDEC's bank account and not upon remittance of the means of payment by the Customer.
- c. For Customer with no current account in our books, IDEC can require a pre-payment at the receipt of the order.
- d. In case of late payment or failure to pay, IDEC may suspend all pending orders, without prejudice to any other course of action.
 - i. All the unpaid amounts when due will produce by rights and without any preliminary formal demand, interests at a legal rate at the rate applied by the U.S. Federal Reserve to its most recent refinancing operation, increased by ten points of percentage in the daytime according to the date of payment appearing on the invoice.
 - ii. Any delay in payment will entail IDEC without preliminary formal demand to ask the payment of a fixed legal amount of two hundred (\$200) per hour for all work related this collection as a compensation.
 - 1. When the expenses of procedure which the Seller is brought to hire within the framework of the collection of the debt are superior to the amount of this fixed compensation, these will be entirely chargeable to the Customer, including the expenses caused by the contentious collection costs (lawyer, bailiff etc.).
- e. Any deterioration of the Customer's credit and/or non-compliance with the terms of payment by the Customer may lead IDEC to request guarantees or payment in cash or by bill of exchange payable at sight, prior to fulfilling orders received.
- f. No complaint or dispute allows the Customer to defer the payment of an invoice. Customer shall refrain from deducting automatically from the amount of the invoice established by IDEC the penalties or the discount corresponding to the noncompliance with delivery date or to the non-compliance of products, when the debt is not sure, liquid and due, without IDEC being able to check the reality of the corresponding grievance.
- g. If the Customer fails to pay all or part of the price of the products, and/or in case of late payment, the amount owed for other deliveries or for any other

reason shall become immediately payable unless IDEC chooses to cancel the corresponding orders.

8. Intellectual Property and Confidentiality

- a. All information provided by IDEC to a Customer, in particular commercial data, prototypes, samples, studies, and documents of any kind and on any medium, shall remain the property of IDEC. The technology and knowhow, patented or not, which are part of the products as well as all industrial and intellectual property rights relating to the products shall be the exclusive property of IDEC. The Customer only benefits from a non-exclusive right to use the products. Equipment, tools and molds developed or acquired by IDEC for the execution of the order remain the exclusive property of IDEC except otherwise agreed upon by the parties.
- b. IDEC warranty does not extend the Customer regarding the complaints of third party deducing breaches in their rights of industrial or intellectual property, if the claimed breach results from the integration of IDEC products in another product, equipment or in a more complex set of products, or of the respect by IDEC of the plans, specifications, instructions supplied by the Customer.
- c. Either party acknowledges the confidential character of all the information which is transmitted by one party to the other within the framework of the present agreement starting from the first contacts between the parties and during the all commercial relationship. The Customer undertakes not to disclose any of this above-mentioned information disclosed by IDEC and will return all documents to IDEC upon a simple written request. This non-disclosure commitment will be valid during the negotiation between the parties and during the validity of the present agreement as well as after its expiration or its termination whatever is the cause.

9. Liability and Limitation of Damages

- a. IDEC will incur no liability in case of non-fulfilment within the scope of the general conditions of the Customer which would have not expressly been accepted by IDEC or in case of damages incurred by the Customer and the related agreements ensuing from circumstances independent from its will, in particular in case of force majeure.
- b. IDEC's liability for the direct damage to property caused by IDEC and/or the product will not exceed the buying price of the defective products as

determined by the net price invoices to the Customer. The Customer guarantees the renunciation of his insurers or of third party in contractual relation with him, against IDEC and its insurer beyond the limits fixed in the insurance policies of IDEC.

- c. In no event, shall IDEC have to indemnify consequential damage and immaterial, consecutive damage or not, whatever is the cause, such as operating losses, losses of income, losses of profit, commercial damage ... The Customer guarantees the renunciation of his insurers or of third party in contractual relation with him against IDEC for this kind of damage.
- d. All the penalties and allowances stipulated herewith have the nature of fixed, discharging and exclusive damages of any other penalty or compensation.
- e. Remedies planned in the previous paragraphs will constitute the only recourse of the Customer against IDEC in the event of infringement of the obligations of IDEC within the framework of the contract with the Customer, and whether the complaint is motivated by a criminal act, the violation of an obligation signed in conformance with the contract, either another guarantee, the carelessness or any other ground.
- f. The limits of liability of the present clause do not exclude or do not limit IDEC's liability in case of physical damage, nor of serious offence or deception of IDEC.

10. Reservation of ownership

- a. IF THE CUSTOMER FAILS TO PAY ALL OR PART OF THE PRICE OF THE PRODUCTS, AND UNTIL COMPLETE PAYMENT IS MADE, IDEC RESERVES THE RIGHT OF OWNERSHIP TO THE PRODUCTS AND SHALL HAVE THE RIGHT TO RECOVER POSSESSION OF THE PRODUCTS. AS LONG AS THE PRICE WILL NOT ENTIRELY HAVE BEEN PAID BY THE CUSTOMER. THE CUSTOMER WILL HAVE TO INDIVIDUALIZE PRODUCTS AND NOT MIX THEM WITH OTHER PRODUCTS OF SAME NATURE BOUGHT FROM OTHER SUPPLIERS. IN CASE OF LACK OF INDIVIDUALIZATION, IDEC WILL BE ENTITLED TO REQUIRE THE REFUND OR RESUME THOSE PRODUCTS STILL IN STOCK.
- b. In case of disagreement between the parties on the conditions of the return, these will be settled by order by emergency proceeding decided by the president of the commercial court of Carlsbad, CA which will appoint if need be, an expert to evaluate the value of the goods at the day of their return, to

liquidate the accounts without prejudice to the damages which could fall to the Customer because of the termination of the agreement.

- c. The Customer commits to inform immediately IDEC of any change in his situation in particular if a petition in bankruptcy is filled or if the customer is declared bankrupted or becomes insolvent or if proceedings are initiated by or against seeking appointment of a receiver, reorganization, liquidation, dissolution, debt rearrangement or any other similar relief with respect to the customer to allow IDEC to claim the goods (or the value in case of resale by the customer) within the legal deadline planned by the commercial law.
- d. The Customer will also have to inform IDEC immediately about any threat, action, seizure, requisition, or any other measure being able to question the ownership on the goods.
- e. The non-compliance with these provisions by the Customer would held the customer liable to IDEC and would authorize IDEC to cause the termination of the sale by registered letter with acknowledgement of receipt, to take back the goods still in stock and to refuse to deliver the unfilled orders. Goods still in possession of the Customer will be considered as unpaid. IDEC shall be entitled to take them back as a compensation towards the relevant amount owed by the Customer and ask for the payment in cash for the amounts exceeding the collected value. Any deposit overturns by the Customer to IDEC will remain owed by IDEC as a compensation, without prejudice to any other actions which IDEC would be entitled to claim against the Customer.
- f. The provisions of this clause shall not affect the transfer to the Customer of the risks relating to loss, deterioration, theft or disappearance upon delivery of the products. For that purpose, the Customer will have to subscribe an insurance “for whom it will be up”, for the risks born from the delivery. In case of partial or total disaster, the Customer will have to bear the costs linked to the resuming. The Customer will also have to settle the amounts owed linked to the goods in case of disappearance whatever the reason. The provisions related to this clause of property reserve substitute any other kind of clause handling the ownership transfer and the risks which could appear in the purchasing terms of the Customer or in any other document exchanged between the parties and thus prevail on the latter.
- g. In case of lack of opposite condition in the agreement concluded with the Customer and as far as the CGV is an integral part of the agreement, the

signature of aforementioned agreement will formalize the acceptance by the Customer of the present clause of property reserve from which IDEC can take advantage as proof in case of dispute.

- h. The present clause as all these General terms and conditions will come into force on April 1st, 2025 for any goods delivered or removed from this date, and without any limit in time.

11. Export control

- a. Customer acknowledges that Products sold to him under these terms and conditions may be subject to export control law and regulations of jurisdiction. Should this be the case, the Customer commits not to export or re-export the products in breach of such laws or regulations.
- b. Customer is responsible for complying with any legislation or regulation of the products into the country of destination and for the payment of any duties thereon.

12. Force Majeure

- a. IDEC shall not be liable for the non-performance or delayed performance of any of its obligations under the Contract, if such performance is hindered or delayed by an event which is beyond IDEC's control, impermissible, and irascible delaying the manufacturing or the transportation of the ordered products, preventing the normal execution of the order such as but not limited to flood, fire, storm, epidemic, strike, production stoppage as a result of accidental breakdown, interruption of the supply of power or raw materials and interruption of means of transportation, and regulatory changes which shall be considered as cases of force majeure.

13. Formalities – Norms - Authorizations

- a. If the sale, the import and the use of products in the country of the Customer is subordinated to formalities to be carried out with the administration in particular customs or fiscal authorities, the Customer will inform IDEC about it before the signing of any order. The Customer knows that they are responsible for obtaining any license to import, use, export, or re-exportation which can be required and in the respect for rules and applicable laws regarding control of the exports.
- b. The Customer will also inform IDEC in writing, about regulations applicable to products and relative to the compulsory technical characteristics, to the

packaging, to the marking, to the labelling, to the customs or other regulations.

- c. The Customer will have to facilitate with competent authorities the obtaining of the ratifications necessary for the sale, the import or the use of products in its country and can realize no approach without the preliminary agreement of IDEC.
- d. If the Customer does not fill the obligations put at his/her expense in compliance with the terms of these article and neglects his/her duty in particular of information, the Customer will indemnify IDEC for any consequences in connection with this breach and in addition to the immediate payment of the sale price of the concerned Products.

14. Non-transferability

- a. The Customer cannot sell or pass on any contract concluded with IDEC, in whole or in part, in any form whatsoever, in a third party, without the preliminary and written agreement from IDEC.

15. Governing Law

- a. Subject to the laws of **California, USA**.
- b. In case of dispute concerning the existence, the validity, the interpretation, the execution of the contractual relations between IDEC and the Customer, the parties will try to settle amicably their disputes.
 - i. In case of lack of mutual agreement, the parties agree to submit their dispute, concerning the existence, the validity, the interpretation, the execution or termination of their contractual relations, whatever is the nature, to the Commercial court of Carlsbad, CA, (subject to jurisdiction of specialized courts) to which it is expressly attributed jurisdiction, even in case of appeal in guarantee or of defendants' plurality, which is expressly accepted by the Customer.

16. General Provisions

- a. No automatic deductions or offsets are allowed.
- b. These terms and conditions override any conflicting buyer purchase terms.
- c. Returns without prior authorization will be rejected and returned at the buyer's expense.

- d. All the correspondences must be sent to IDEC at the following address: 2200 Faraday Ave, Carlsbad, CA 92008.
- e. The fact that IDEC does not take advantage of any terms and conditions of the present General terms and conditions, it cannot be interpreted as being worth renunciation to take advantage later in any of these terms and conditions. If it turned out that certain terms and conditions of the present General terms and conditions were or became devoid of validity or if it turned out that one or several clauses were lacking, the validity of the other conditions of these General terms and conditions would not be affected, the latter remaining completely current.