

Terms and Conditions for Flip Electronics, LLC

STANDARD TERMS AND CONDITIONS

The sale of products and services (“Products”) by Flip Electronics, LLC (“Flip Electronics”) to you (“Customer”) is subject to the following Terms and Conditions:

1. Acceptance of Orders. All orders are subject to acceptance in writing by Flip Electronics. Written acknowledgement of receipt does not, in and of itself, constitute acceptance. The acceptance of all orders and all sales by Flip Electronics is made subject to and expressly conditional upon these Terms and Conditions. Any of Customer’s terms and conditions which are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing.

2. Cancellations. Accepted orders for standard products may be cancelled by Customer only upon written consent of Flip Electronics given prior to shipment. Orders for products not customarily in stock for Flip Electronics (“Non-Standard Products”) and orders marked Non-Cancellable/Non-Returnable (“NC/NR”) may not be cancelled or refunded under any circumstance. Flip Electronics may assess Customer reasonable cancellation and/or restocking fees as a condition to its consent to cancellation.

3. Returns. As a courtesy to Customer but under no obligation, Flip Electronics may accept Product returns submitted due to customer error or change in demand. To be eligible to return a Product, Customer must request a Return Material Authorization (“RMA”) from Flip Electronics within 30 days from the date of original shipment. If Flip Electronics agrees to issue a RMA pursuant to this provision, Customer shall be responsible for all freight charges and reasonable restocking fees. Customer shall return products in the original packaging in unused condition. Customer returns of Electrostatic Discharge Sensitive Products will not be accepted after the original product packaging has been opened, except for when such packaging was opened under controlled conditions. Customer returns of software will not be accepted after the original product packaging has been opened.

4. Pricing Policy. Prices shall be those generally in effect at the time of shipment.

5. Quotations. Price quotations are valid for 30 days from the date given unless otherwise stated in the quotation. Prices may exceed quotations to the extent that the increase in price is due to circumstances beyond Flip Electronics’ reasonable control. If Customer does not purchase the quantity upon which a quotation is based, Customer will pay the price it would have been quoted for the quantity purchased and reasonable cancellation and/or restocking fees.

6. Taxes. All prices are exclusive of all present or future federal, international, state and local excise, sales, use, value added, brokerage or similar taxes. These taxes shall be paid by Customer or Customer shall provide Flip Electronics with a tax exemption certificate acceptable to the applicable taxing authorities.

7. Payment.

(a) Customer shall pay the entire amount of each invoice from Flip Electronics pursuant to the payment terms of each such invoice, which may require a specific method of payment or require payment of all amounts due prior to shipment. If an invoice fails to specify a payment method, then Customer may complete payment with cash, major credit or debit card (including MasterCard, Visa, Discover, and American Express), bank wire transfer/electronic fund transfer,

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check (with a \$25 USD service charge on all returned checks), or official bank check. Any check received from Customer may be applied by Flip Electronics against any outstanding obligation owed by Customer and shall not discharge Customer's liability for additional amounts owed.

(b) If Flip Electronics reasonably believes Customer's ability to make payments to be impaired or if Customer fails to pay any invoice when due, Flip Electronics may suspend delivery of any order or any remaining balance thereof until such payment is made, or cancel any order or any remaining balance thereof. Customer will remain liable to pay in full for any Products already shipped and all Non-Standard Products ordered. Customer shall be liable for all collection costs (including attorney's fees) incurred by Flip Electronics in connection with past due payments.

8. Title and Delivery.

(a) For domestic shipments, Flip Electronics shall deliver Products to Customer F.O.B. Point of Shipment. For international shipments, Flip Electronics shall deliver Products to Customer Ex Works ("EXW") Flip Electronics' location. All shipping charges and expenses shall be paid by Customer.

(b) Flip Electronics will not be liable for a failure to deliver by estimated delivery dates.

(c) Partial deliveries shall be permitted and such deliveries shall not relieve the Customer of its obligation to accept delivery and pay for the delivered Products. Partial delivery within 30 days of the Product request date shall constitute timely delivery.

(d) Before an order may be delivered through drop shipping (delivery directly from the manufacturer/supplier), Customer must agree in writing that it understands drop shipments will not be inspected by an IDEA ICE 3000 Certified Inspector and that such shipments are out of the scope of IDEA-QMS 9090.

9. Force Majeure. Flip Electronics shall not be liable for delay or failure to deliver or perform due to any cause beyond its control, or for acts of God, acts of Customer, acts of any governmental authority, strikes or other labor disturbances, delays in transportation, fuel or energy shortages, or inability to obtain necessary materials components, services, or facilities from usual sources. Upon the occurrence of such events, notwithstanding the quantities specified in previously accepted orders, Flip Electronics may, in its sole discretion choose to allocate its products among its customers as it sees fit.

10. Held Orders. Any orders held, delayed, or rescheduled at the request of the Customer will be subject to the prices and conditions of sale in effect at the time of release of the hold or reschedule, plus any additional costs incurred due to the hold or reschedule. Any such order held, delayed, or rescheduled beyond a reasonable period of time will be treated as a Customer termination.

11. Special Domestic or Export Packing. Prices include standard domestic packing only. Where special domestic packing or packing for overseas shipment is required, separate pricing will be quoted.

12. Product Notices. Customer shall provide the user (including its employees) of the Product with all Flip Electronics supplied product notices, warnings, instructions, recommendations and similar materials.

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13. Warranties and Remedies.

(a) Flip Electronics warrants to Customer that its Products shall be free from defects in material and workmanship and shall conform to the agreed upon specifications, if any, for a period of sixty (60) days from the date of shipment.

(b) Should Products sold hereunder fail to meet the above warranty, Flip Electronics, at its option, shall repair or replace such Products or issue Customer a credit or a refund in the amount of the purchase price provided that (i) Flip Electronics is notified in writing by Customer within 30 days after discovery of such failure; (ii) Customer obtains a RMA from Flip Electronics prior to returning any defective Products; (iii) the defective Products are returned to the location specified by Flip Electronics; (iv) the defective Products are received by Flip Electronics no later than four (4) weeks following the last day of the warranty period; and (v) examination of such Products by Flip Electronics shall disclose that such failures have not been caused by improper installation, application, repair, alteration, accident or negligence by anyone other than Flip Electronics.

(c) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Flip Electronics shall have no liability or responsibility for the content of any other statements or advice, technical or otherwise, given to Customer at any time. Upon the expiration of the applicable warranty for any Products, all such liability shall terminate. The above warranties shall apply only to Customer and shall not apply to Customer's customers or any other third parties.

14. General Limitations of Liability.

(a) In no event, whether as a result of claims in contract, warranty, tort (including negligence and strict liability) or otherwise, shall Flip Electronics be liable for loss of profit or revenues, loss of goodwill, claims of customers, loss of use, damages to or loss of other property or equipment, or INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

(b) The remedies of the Customer set forth herein as to defective or nonconforming Products are exclusive. The total cumulative liability of Flip Electronics with respect to the purchase of Products or anything done in connection therewith (such as the performance or breach thereof or from the manufacture, sale, delivery, resale, or use of any Product), whether for claims in contract, warranty, tort (including negligence and strict liability) or otherwise shall in no case exceed the price of the specific order to which the specific claim relates.

15. Dispute Resolution. If a dispute arises out of or relates to these Terms and Conditions, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties shall first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. Any such dispute not resolved through mediation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the

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arbitrator(s) may be entered in any court having jurisdiction thereof. Disputes involving international Customers not resolved through mediation shall be settled in an arbitration proceeding in Roswell, Georgia in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.

16. Indemnities. Customer shall defend and indemnify Flip Electronics from all liabilities and costs resulting from any suit or proceeding based upon a claim that Products infringe upon the rights of a third party to the extent such claim arises from Flip Electronics' compliance with Customer's designs, specifications or instructions.

17. Disclaimer. Products sold by Flip Electronics are not designed, intended or authorized for use in life support, life sustaining, human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such Products could result in personal injury, loss of life or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at Customer's sole risk and agrees that Flip Electronics and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use.

18. Intellectual Property. If an order includes software or other intellectual property, such software or other intellectual property is provided by Flip Electronics to Customer subject to the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

19. U.S. Government Contracts. If the Products are to be used in the performance of a U.S. government contract or subcontract, no government requirements or regulations shall be binding upon Flip Electronics unless specifically agreed to in writing.

20. Standard of Business Practices/No Bribery.

(a) Customer shall establish and maintain, and shall cause its employees to establish and maintain, a high standard of ethical business practices in connection with the conduct of Customer's activities as contemplated herein. Customer shall at all times perform such activities following the highest commercial standard and in strict accordance with all applicable international conventions, federal, state, local and other governmental laws, rules, directives and regulations. Customer shall always be responsible for familiarity and compliance with all laws and regulations applicable to the performance of its activities as contemplated herein.

(b) Customer shall not exercise undue influence in performing its activities as contemplated herein and shall not make any promise to make any payment of any kind, either directly or indirectly, to any employee, representative or agent of any potential customer, or to any government official, political party, or candidate for political office, or any instrument thereof and which would cause Customer to be in violation of any applicable law, including without limitation the US Foreign Corrupt Practices Act of 1977 (FCPA) and the UK Bribery Act of 2010.

21. Export Control. Flip Electronics' obligations are subject to the export administration and control laws and regulations of the U.S. government. Customer shall comply with all applicable export and import control laws and regulations including but not limited to the US Export Administration Regulation (including prohibited party lists issued by other federal

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governments), catch-all regulations and all national and international embargoes. Customer further agrees that it will not knowingly transfer, divert, export or re-export, directly or indirectly, any product, software, including software source code, or technology restricted by such regulations or by other applicable national regulations, received from the Flip Electronics under these Terms and Conditions, or any direct product of such software or technical data to any person, firm, entity, country or destination to which such transfer, diversion, export or re-export is restricted or prohibited, without obtaining prior written authorization from the applicable competent government authorities to the extent required by those laws.

22. Conflict Minerals. Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”) requires disclosure in relation to the use of Conflict Minerals, as defined in the Act (“Conflict Minerals”), originating in the Democratic Republic of the Congo and adjoining countries. Flip Electronics does not manufacture any of the products it sells and does not directly purchase such Conflict Minerals. Flip Electronics does not knowingly procure any product containing such Conflict Minerals and, to the best of its knowledge, is not required to make any disclosures under Section 1502 of the Act.

23. Transfer. In the event of a transfer to a third party of any Product or interest therein, Customer shall, at its option, either (i) obtain for Flip Electronics’ written assurance from the transferee that Flip Electronics’ protection against liability following the transfer is equal to that provided by these Terms and Conditions, or (ii) indemnify Flip Electronics against any liability it may incur in excess of that which it would have incurred had Customer obtained the above assurance from the transferee.

24. Miscellaneous.

(a) The invalidity in whole or in part of any provision herein shall not affect the validity of any other provision herein

(b) Customer may not assign its obligations or rights under an order or these Terms of Sale without the express prior written consent of Flip Electronics.

(c) Any representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on Flip Electronics.

(d) No modification, amendment, rescission waiver, or other change in these Terms and Conditions shall be binding on Flip Electronics unless assented to in writing by its authorized representative.

(e) These Terms and Conditions may be periodically be changed by Flip Electronics and Customer agrees to periodically review these Terms and Conditions for any changes or amendments and abide by those changes and amendments in subsequent orders.

(e) Notwithstanding these terms and conditions or statements or terms on any other customer documents, the information and conditions on a customer Credit Application are controlling.

(f) These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Georgia.