

PURCHASE ORDER TERMS AND CONDITIONS

The attached purchase order ("Order") incorporates these Order Terms and Conditions ("Terms"). The Order, including the Terms, is an offer by the Kimball Electronics Group entity or entities ("Kimball") identified on the face of the Order to purchase the goods ("Goods") and/or the work performed ("Services") as specified on the face of the Order. "Supplier" means the party identified in the Order.

1. APPLICABILITY AND ACCEPTANCE.

a) Kimball relies on the information presented in the Order, including these Terms, and Supplier's acceptance of the Order, including these Terms, as a material inducement to offer to purchase the Goods and/or Services listed on the Order. As a result of accepting Kimball's Order, Supplier agrees that this Order comprises the entire agreement between the parties on the subject matter of the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the Order and these Terms, these Terms shall prevail. These Terms prevail over any other terms and conditions of purchase or sale regardless of whether, when, or how such terms and conditions are presented. Neither Kimball's acknowledgment of a confirmation nor Supplier's fulfillment of an Order constitute acceptance of any of Supplier's terms and conditions or serve to modify or amend the Order. These Terms apply to any repaired, replaced, or modified Goods and/or Services provided by Supplier hereunder.

b) Notwithstanding anything herein to the contrary, if a separate, negotiated, written supply agreement signed by both parties is in existence covering the sale of the Goods and/or Services covered by the Order (an "Applicable Supply Agreement"), such terms in the Applicable Supply Agreement shall prevail to the extent such terms are inconsistent with this Order.

c) All acceptances or fulfillments related to or arising from this Order are expressly limited to the exact terms of this Order, and, if any exists, an Applicable Supply Agreement. EXCEPT FOR AN APPLICABLE SUPPLY AGREEMENT, ALL ADDITIONAL, DIFFERENT, PRE-PRINTED, INCORPORATED, ATTACHED, AND/OR IMPLIED TERMS OR CONDITIONS OF PURCHASE OR SALE, INCLUDING WITHOUT LIMITATION REFERENCES TO THE SAME IN ANY ACCEPTANCE OF THIS ORDER, ACKNOWLEDGMENTS, OR CONFIRMATIONS (AS APPLICABLE), ARE HEREBY REJECTED BY THE PARTIES, SHALL NOT BE BINDING ON EITHER PARTY, SHALL NOT FORM PART OF ANY ORDER, AND ARE NULL AND VOID FOR ALL PURPOSES. Any attempt by Supplier to disclaim any theory or grounds upon which Kimball, or Kimball's customers of the Goods and/or Services, might recover against Supplier is expressly rejected and ineffective. Any attempt by Supplier to limit its liability, including without limitation by means of a "Force Majeure" or similar argument or terms, disclaimers of damages, or contractual time limits, is expressly rejected and is ineffective.

d) These Terms may not be modified unless an authorized Kimball representative agrees to any changes in a signed writing that specifically states that it amends both this Order and these Terms and expressly identifies the portion(s) being amended.

e) Each party acknowledges that it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty, or guaranty (whether made innocently or negligently) that is not set out in this Order. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Order.

f) Kimball may withdraw this Order at any time until (1) Kimball receives written notice that Supplier has accepted this Order; or (2) the 5th calendar day after Supplier's receipt of this Order if Supplier does not expressly reject it.

2. DELIVERY. Supplier shall deliver the Goods and/or Services pursuant to the lead times indicated in this Order, via the listed carrier (if applicable), in the quantities and on the date(s) specified in this Order (the "Delivery Date"), and the place specified in this Order (the "Delivery Location"), or as otherwise agreed in writing by the parties. TIME AND RATE OF DELIVERY OF THE GOODS AND/OR SERVICES ARE OF THE ESSENCE. Supplier shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the Delivery Date. Unless authorized by Kimball, Supplier shall be responsible for any expedited freight costs required to meet the Delivery Date. If Supplier fails to deliver the Goods and/or Services as specified in the Order, Kimball may terminate the Order immediately by providing written notice to Supplier. Kimball reserves the right to reject and return, freight collect, all Goods received more than three (3) business days before or after a Delivery Date without Kimball's prior authorization. Supplier shall indemnify Kimball against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods and/or Services on the Delivery Date.

3. PACKAGING AND SHIPPING INSTRUCTIONS.

a) Unless otherwise specified in this Order, Supplier shall package, mark, and ship all Goods in accordance with the Order and Laws. Supplier shall use suitable containers to permit safe transportation and handling, with each container and its associated packing sheets labeled and marked to identify the contents without opening. All containers, packing sheets, delivery

tickets, and bills of lading must contain the Order number and other information specified by Kimball.

b) In the absence of written instructions, Supplier shall ship by the most economical surface transportation while meeting industry standards for packing and shipping. All carriers that Supplier uses to deliver Goods shall be certified compliant with C-TPAT (Customs-Trade Partnership Against Terrorism). Supplier must complete appropriate ISF, customs clearance, and other documentation as required by Kimball. Supplier assumes all freight costs, fines, and fees caused by its noncompliance with the Order and Kimball's written instructions.

4. TITLE AND RISK OF LOSS. Unless otherwise specified in this Order, (1) Supplier shall deliver the Goods DDP the Delivery Location (Incoterms 2020); (2) Supplier assumes all responsibility for shipments of Goods requiring any government import clearance; (3) risk of loss shall pass to Kimball as prescribed in the applicable Incoterm, and (4) title to the Goods shall pass to Kimball at the same time risk of loss passes.

5. QUALITY REQUIREMENTS. Supplier shall comply, and shall cause all Goods and/or Services to comply, with the requirements of Kimball's Supplier Quality Manual and Supplier Code of Conduct. These documents are available electronically at <https://www.kimballectronics.com/documentation>.

6. INSPECTION AND REJECTION. Kimball may reject all or any portion of the Goods and/or Services if it determines the Goods and/or Services are nonconforming or defective. Kimball has the right, but not the duty, to inspect the Goods on or after the Delivery Date. Kimball, at its sole option, may inspect all or a sample of the Goods. If Kimball rejects any portion of the Goods and/or Services, Kimball has the right, effective upon written notice to Supplier, to: (a) rescind the Order in its entirety; (b) accept the Goods and/or Services at a reasonably reduced price; or (c) reject the Goods and/or Services and require replacement of the rejected Goods and/or Services. If Kimball requires replacement of the Goods and/or Services, Supplier shall, at its expense, promptly replace such Goods and/or Services and pay for all related expenses, including without limitation labor and materials applied to or used on the nonconforming or defective Goods, inspection, sorting, removal, and transportation charges for the return of defective Goods and the delivery of replacement Goods and/or Services. If Supplier fails to timely deliver replacement Goods and/or Services, Kimball may replace them with goods and/or services from a third party and charge Supplier the cost thereof and terminate this Order for cause. Any inspection or other action by Kimball under this Section shall not reduce or otherwise affect Supplier's obligations under the Order, and Kimball shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

7. ITEMS FURNISHED BY KIMBALL. All designs, tools, patterns, drawings, data, materials, and equipment that Kimball furnishes and/or consigns to Supplier or pays for shall (1) remain the property of Kimball; (2) be used only for making the Goods or performing the Services for Kimball; (3) be plainly marked or otherwise adequately identified by Supplier as Kimball's property and be safely stored separate and apart from Supplier's property; (4) be insured by Supplier at replacement value against all risks with loss payable to Kimball; and (5) shall be returned to Kimball in the same condition as originally received or manufactured, reasonable wear and tear excepted.

8. CONFIDENTIAL INFORMATION AND PUBLICITY. Without prior written consent of Kimball, Supplier shall neither disclose, publish or advertise to any party outside its employ, nor use for purposes other than performance of this Order, any information pertaining to the existence or terms of this Order, including without limitation the identity, price, or volume of the Goods or Services, and the descriptions or specifications that are a part of or related to this Order. Both parties agree to maintain in confidence those materials and information either has designated as being confidential or proprietary information. Supplier agrees that Kimball shall be entitled to enforce this Section against Supplier by means of injunctive relief without the necessity of proving irreparable harm. To the extent that the parties have a separate agreement governing the disclosure of each party's confidential information, that agreement shall prevail over this Section. This Order does not grant Supplier the right to use Kimball's logos, trademarks or promote its association with Kimball through press releases or other public relations efforts that may imply Kimball's endorsement of Supplier.

9. PRICE AND PAYMENT. The price of the Goods and/or Services is the price and currency stated in the Order (the "Price"). If no price is included in the Order, the Price shall be the price in U.S. dollars set out in Supplier's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, and fees and applicable taxes, including without limitation VAT, sales, use, or excise taxes. No increase in the Price is effective without the prior written consent of Kimball. Unless otherwise specified in this Order, payment for undisputed amounts is due net 60 days from the date that is after the Delivery Date that Kimball receives Supplier's invoice.

10. WARRANTIES.

a) Supplier warrants to Kimball that (i) it shall perform all Services hereunder in a competent and professional manner in accordance with the terms of this Order, best industry accepted

standards, and all Laws; (ii) all Goods will: (1) be free from any defects in workmanship, material and design for a period of twenty-four (24) months from the Delivery Date; (2) conform to and conform to all applicable specifications, drawings, designs, samples and other requirements specified by Kimball; (3) be fit for their intended purpose and operate as intended; (4) be merchantable; (5) be free and clear of all liens, security interests or other encumbrances; (6) be new, not be counterfeit, and not contain any unlawful or unauthorized reproduction, substitution, or alteration of items that have been mismarked, misidentified, re-worked, or otherwise misrepresented to be authorized; (7) not have been produced, either by the Supplier, its affiliates, Supplier's vendors, subcontractors, agents, and any other third party at any level using any form of convict, indentured, or forced labor, and do not contain any inputs produced with such labor; (8) not contain any inputs that could trigger import restrictions in the country of the Delivery Location; and (9) not infringe or misappropriate any third party's patent or other intellectual property ("IP") rights.

b) Supplier also expressly warrants and represents that all Goods and/or Services under this Order will conform to the requirements of these Terms, Kimball's Supplier Quality Manual, and Kimball's Supplier Code of Conduct. Supplier warrants that it shall take commercially reasonable steps to ensure that its suppliers, vendors, and agents comply with Kimball's Supplier Code of Conduct.

c) Kimball may return Goods and/or Services not in conformance with the warranties above to Supplier for credit, replacement, or modification at Supplier's expense, and at Kimball's option.

11. INDEMNIFICATION

a) Supplier shall defend, indemnify, and hold harmless Kimball, its parent, subsidiaries, affiliates, successors, or assigns and their respective directors, officers, employees, agents, and customers ("Indemnitees") from any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and/or Services purchased from Supplier or with the Supplier's negligence, willful misconduct, or breach of this Order. Supplier shall not enter into any settlement without Kimball's or Indemnitee's prior written consent.

b) Supplier shall defend, indemnify, and hold harmless Kimball and any Indemnitee against any and all Losses arising out of or in connection with any claim that Kimball's or Indemnitee's use or possession of the Goods and/or the result of the Services infringes or misappropriates the patent, copyright, trade secret, or other IP right of any third party.

12. TERMINATION AND REMEDIES

a) Kimball may terminate this Order in whole or in part at any time by written notice to Supplier, even Orders in which Goods and/or Services are designated as non-cancelable/non-returnable ("NCNR"). Supplier will thereupon immediately (a) stop work on the cancelled Goods and/or Services; (b) notify its subcontractors to do likewise; (c) cancel orders for components for the cancelled Goods and/or Services; (d) return unneeded components for cancelled Goods to their suppliers or divert such components to jobs for other customers; and (e) otherwise mitigate all non-returnable, unneeded components for cancelled Goods and/or Services.

b) Except where Kimball terminates the Order for cause, Supplier shall be entitled to commercially reasonable compensation for NCNR Goods on hand at the termination date as follows: Kimball will purchase (a) finished NCNR Goods at the Order price, (b) work-in-process NCNR Goods at a reasonable pro-rata percentage of the finished Goods Order price and (c) custom components for the cancelled NCNR Goods that Supplier properly ordered and was not able to cancel, return, or otherwise mitigate using diligent efforts within ninety (90) days after cancellation, at Supplier's cost for such custom components. The total compensation Kimball pays for such termination shall not exceed the price on the Order for such NCNR Goods.

c) If Kimball terminates the Order for cause, including without limitation due to Supplier's default or delay breach of this Order, Kimball shall have no liability to Supplier beyond payment of any balance owing for Goods or Services delivered to and accepted by Kimball prior to Supplier's receipt of the notice of termination.

d) Notwithstanding any other provision of this section, If Supplier: (1) ceases to conduct its operations in the normal course of business; (2) is unable to meet its obligations (as they mature); (3) becomes subject to any proceedings under the bankruptcy or insolvency laws; (4) has a receiver appointed or applied for; (5) makes an assignment for the benefit of creditors, then Kimball may terminate this Order for cause.

e) If Kimball materially breaches its obligations under this Order, and fails to cure within a commercially reasonable time after receiving written notice of such breach, Supplier's sole and exclusive remedy shall be to receive direct damages for the Goods in question as if such Goods were cancelled, with such direct damages computed in the manner set forth in paragraph b) of this Section.

f) Supplier shall not cancel, terminate, or otherwise decommit to an accepted Order.

g) In no event shall Supplier be entitled to indirect, incidental, consequential, special, or punitive damages or loss of profit for Kimball's breach this Order, or for any other act or omission by Kimball arising out of or occurring in connection with this Order.

h) Warranties, rights, and remedies provided to Kimball herein shall be cumulative and not exclusive of or in substitution for any other warranties, rights, or remedies that Kimball may have at law or equity. Failure by either party to enforce any term will not be deemed an amendment or waiver of future enforcement of that or any other term.

13. **CHANGES.** Kimball reserves the right to make changes of any kind (including quantity) in this Order. If such changes affect delivery or piece price, Supplier shall notify Kimball in writing within ten (10) calendar days and negotiate an adjustment in good faith. Supplier is obligated to minimize the effect of any changes or adjustments including without limitation following the procedures in Section 12 a).

14. **ASSIGNMENT AND INTENDED BENEFICIARIES.** Supplier may not delegate this Order without Kimball's written consent. Kimball may at any time assign, transfer, or subcontract any or all of its rights or obligations under the Order without Supplier's written consent. Kimball and any successive purchasers of the Goods and/or Services covered hereby retain and shall be entitled to assert all rights and claims available to them at law or equity against Supplier arising out of or occurring in connection with this Order. There are no third party beneficiaries to this Order, except that Kimball's customers are intended beneficiaries of Sections 5 (Quality Requirements), 10 (Warranties), 11 (Indemnification), 15 (Compliance with Laws and Guidelines), and 16 (Government Contracts).

15. **COMPLIANCE WITH LAWS AND GUIDELINES.** Supplier is in compliance with and shall comply with all applicable laws, regulations, ordinances, guidelines, and codes of conduct of Kimball and/or the countries involved in the sale of Goods and/or Services arising from or related to this Order ("Laws"), including without limitation those concerning, the content of materials, and the manufacture, distribution, and import/export of Goods. Supplier shall ensure that its activities in performance of this Order shall not cause Kimball to be in violation of any Laws. On Kimball's request, and at Supplier's expense, Supplier shall submit proof of such compliance, including, when requested, through an inspection, audit, and/or submission of a self-assessment questionnaire administered by either Kimball or a third party directed by Kimball. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order.

a) Supplier is in compliance with and will cause each of its subcontractors and suppliers to comply with (1) all applicable laws relating to anti-terrorism security measures and (2) all Supply Chain Security guidelines as defined by the importing country, including without limitation: C-TPAT as published by the United States and the AEO (Authorized Economic Operator) as published by the European Union. Supplier warrants that all eligible locations shipping to Kimball are registered to all applicable Known Shipper programs.

b) Supplier shall comply with Kimball's Information Security Guidelines for Suppliers. Supplier shall cause its affiliates, directors, employees, personnel, contractors, agents and authorized representatives to comply with such Guidelines.

c) In supplying Goods and performing any work or Services under this Order, Supplier, its affiliates and agents (1) have not and will not pay, offer or promise to pay, or authorize the payment, directly or indirectly, of any money or anything of value to any government official, government employee, political party or candidate for political office for the purpose of influencing any act or decision of such person or of the government to obtain or retain business, or direct business to any person or business, and (2) have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money or anything of value to any employee of Kimball to obtain or retain business. Supplier agrees to report any suspected violations of this Section or any Laws to Kimball's anonymous, confidential reporting system at <https://hotline.kimballelectronics.com>.

16. **GOVERNMENT CONTRACTS.** If Kimball places this Order in support of and charged to a U.S. Government ("Government") prime contract or subcontract thereunder procuring an item meeting the Federal Acquisition Regulation ("FAR") definition of a commercial item or noncommercial item (whichever is applicable to this Order), the applicable clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement ("DFARS") in effect as of the date of the prime contract or higher-tier subcontract are incorporated herein by reference as if set forth in full text unless made inapplicable by its corresponding note, if any. The incorporated clauses are available electronically at <https://www.kimballelectronics.com/documentation>. For all incorporated clauses the terms shall be revised to suitably identify the party to establish Supplier's obligation to Kimball and to the Government and to enable Kimball to meet its obligations under its subcontract. Without limiting the generality of the foregoing, the term "Government" and equivalent phrases shall mean Kimball; the term "Contracting Officer" shall mean Kimball's purchasing agent, employee or representative; the term "Contractor" or "Offeror" shall mean Supplier; "Subcontractor" shall mean a subcontractor or supplier of Supplier; and the term "Contract" shall mean this Order. If any of the referenced FAR or DFARS clauses do not apply to this Order, such clauses are considered to be self-deleting.

17. **INSURANCE.** Supplier shall carry Comprehensive General Liability insurance, including coverage for contractual liability, products liability, bodily and personal injury and property damage with minimum limits of USD \$1,000,000 per occurrence and with

limits of USD \$2,000,000 in the annual aggregate. Supplier shall carry Excess Liability Coverage with minimum limits of USD \$5,000,000 per occurrence and USD \$5,000,000 annual aggregate. Kimball shall be named an additional insured under all policies. Any claims-made coverage must continue for a minimum of two (2) years after the goods are delivered and accepted under this Order. All insurance policies must be underwritten by an insurance company with a minimum A.M. Best Rating of A-VII. All insurance policies shall be primary and non-contributory in favor of Kimball. This coverage shall include insurance to cover sublet work, if any. Supplier shall submit certificates of insurance covering all required insurance to Kimball upon request. If Supplier fails to maintain insurance required by this Section or to furnish said certificates of insurance, Kimball may terminate this Order for cause.

18. **INTELLECTUAL PROPERTY.** All products, information and technology produced, conceived or otherwise developed by Supplier in connection with this Order shall be deemed works made for Kimball and to the greatest extent permitted by Laws shall vest exclusively in Kimball. Supplier shall assign to Kimball all right, title, and interest in all inventions, trade secrets, patents, mask works, copyrights, trademarks, "moral rights," and other IP developed by Supplier in connection with this Order. Supplier shall provide Kimball any assistance required to perfect such rights. In addition to any other licenses, express or implied, in favor of Supplier, Supplier's delivery of Goods and/or Services under this Order confers on Kimball a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense, under any IP rights of Supplier, licensed to Supplier, or licensable by Supplier, to use, make or have made, sell or transfer the Goods and/or Services for all purposes, including modifying such Goods and/or Services, whether by combining such Goods and/or Services with any other products available to Kimball (including products purchased from Supplier) or otherwise, and to sell the same. Except as otherwise set forth herein, no licenses are conferred by either party for any purpose of any other patent, copyright, trade secret, mask work, trademark, trademark rights, or any other IP rights.

19. **RELATIONSHIP BETWEEN PARTIES.** Kimball and Supplier are independent contractors with respect to each other. The transaction entered into between the parties pursuant to this Order does not create any partnership, joint venture, or agency between the Parties, and nothing in this Order shall be construed as creating any such relationship.

20. **GOVERNING LAW AND JURISDICTION.** The Order will be governed by the laws of the country (and/or the state, as applicable) as specified in the Applicable Supply Agreement, and any disputes arising from or related to the Order shall be brought in the venue specified in the Applicable Supply Agreement. If no Applicable Supply Agreement exists, or the Applicable Supply Agreement is silent on either or both the governing law or venue, any disputes arising from or related to the Order shall be settled by binding arbitration under the applicable rules and procedures of the arbitration bodies listed as follows, without giving effect to principles of conflicts of law and without prejudice to either party's right to seek emergency, injunctive, or conservatory measures of protection at any time. For a Kimball entity identified on the face of the Order that is incorporated in:

a) the Americas, the laws of the State of Indiana shall apply and disputes will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

b) China, the laws of the People's Republic of China shall apply and disputes will be settled by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

c) Asia (excluding China), Singapore laws shall apply and disputes will be settled by arbitration administered by the SIAC in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

d) the Europe, Middle East, and Africa (EMEA) regions, the laws of Poland shall apply and disputes shall be settled by arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with the International Arbitration Rules.

The parties agree that the foregoing clauses state the exclusive jurisdiction and venue for all matters arising out of or relating to this Order, including any question regarding its existence, validity, or termination. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Order. To the extent that a court of competent jurisdiction or arbitral panel reasonably determines that a local law must apply (notwithstanding the express choices of law described in this Section), the parties agree and acknowledge that the application of such local law shall be limited in scope and narrowly tailored to apply in a limited context, and that thereafter all disputes shall be otherwise governed by this Section as well as by the express arbitration provisions set forth herein. The arbitration shall be held, and the award rendered accompanied by a reasoned opinion, in the English language. If a translation of these Terms into any other language is required by law, the English version will prevail to the extent that there is any conflict or discrepancy between the English version and any translation. If this Agreement is provided in a language other than English, Kimball does so solely for the parties' convenience.

21. **SEVERABILITY.** If any provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Each provision of this Order is severable from every other provision and constitutes a separate, distinct and binding covenant.

22. **SURVIVAL.** Provisions of this Order which by their nature should apply beyond termination will remain in force after any termination or expiration of this Order unless Kimball and Supplier expressly supersede them by written agreement.