

CAMPTech II CIRCUITS INC.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

These Terms & Conditions apply to all sales of products and services ("Products") by Camptech II Circuits Inc. ("Camptech II") to the purchaser ("Buyer"). Any conflicting terms in Buyer's documents are expressly rejected unless agreed in writing by Camptech II. Issuance of a purchase order to Camptech II constitutes acceptance of these Terms. If the Buyer provides materially inaccurate or incomplete information affecting pricing or lead time, Camptech II reserves the right to revise or withdraw the quotation at its discretion.

2. PRICES & PAYMENT

All prices are in Canadian Dollars unless otherwise stated. Quotes are valid for 30 calendar days unless otherwise stated. Prices exclude taxes, tariffs, duties, shipping, and insurance. Payment terms are Net 30 days from the date of invoice, unless otherwise specified by Camptech II. Interest on overdue balances accrues at 1.5% per month (18% annually). Camptech II may require deposits or advance payment at its discretion. If requested, Buyer must remit the deposit within 15 calendar days. First order is prepayment only. Deposits may be retained and applied against open invoices, POs, and/or unrecovered material costs. Camptech II may suspend procurement or production until any requested deposit is received in full. Compliance audit support is billable at \$350/hour if required. Camptech II retains a security interest in all goods supplied until full payment is received.

3. ORDERS & CANCELLATIONS

All orders are subject to written acceptance by Camptech II. Once accepted, orders may not be cancelled or modified without Camptech II's prior written consent. If cancellation is approved, Buyer agrees to pay the greater of:

1. Sixty-five percent (65%) of the total order value, or
2. The actual costs incurred, including but not limited to:
 - 100% of all non-returnable, non-cancellable (NR/NC) and special-order components;
 - The value of all Work in Progress (WIP) and allocated materials;
 - Reasonable handling, storage, and administrative charges up to the time of cancellation

Cancellation charges shall be invoiced upon Camptech II's approval of cancellation and shall be payable within the standard payment terms. Orders not fulfilled within ninety (90) days of written acceptance, due to Buyer's delay or inaction, may be:

- Subject to price adjustments based on material, currency, or labor changes;
- Cancelled at Camptech II's discretion, with fees and recovery of costs incurred;
- Subject to storage or inventory holding charges for any allocated or consigned material.

4. DELIVERY & RISK

All shipments are FOB Camptech II's facility (Incoterms 2020), with title and risk of loss transferring to Buyer upon carrier pickup. Camptech II assumes no liability for delays, loss, or damage in transit. Delivery dates are non-binding estimates. Production lead times begin only after final approval of Buyer-supplied design files. Partial shipments may be made unless otherwise agreed in writing. Buyer is responsible for all applicable freight, insurance, customs, and handling costs unless stated otherwise.

5. MANUFACTURING STANDARDS

Unless otherwise agreed in writing, Camptech II manufactures in accordance with IPC-A-610 Class 2 workmanship standards. Buyer is solely responsible for all aspects of product design, including CAD files, Gerbers, BOMs, and specifications.

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CampTech II assumes no liability for defects or failures arising from Buyer-supplied designs, files, or consigned materials. CampTech II reserves the right to inspect, reject, or test any consigned components at Buyer's expense if authenticity, quality, or suitability is in question.

Idle consigned material held for more than thirty (30) days without instruction may, at CampTech II's discretion:

- Require a deposit to cover storage;
- Be returned to Buyer at their expense;
- Be scrapped or otherwise disposed of after written notice and a fifteen (15) day response window.

Buyer warrants that all consigned components are genuine, unaltered, and sourced through authorized distribution channels. CampTech II is not liable for issues caused by counterfeit, used, or substandard materials supplied by Buyer. Requests to revise delivery dates, production schedules, or order scope due to consignment delays may result in adjusted lead times and pricing.

6. WARRANTY

CampTech II warrants its workmanship for ninety (90) days from the date of shipment. This warranty applies only to manufacturing defects. It does not cover problems caused by design issues, consigned or purchased parts, mishandling, or environmental conditions. Buyer must inspect the product and report any issues within the 90-day warranty period. Any modification or alteration of the product voids the warranty. If a defect is confirmed, CampTech II may choose to repair, replace, or credit the item. All returns must be authorized in advance with a Return Material Authorization (RMA). Unauthorized returns will not be accepted. RMA requests must be made within ten (10) business days of discovering the issue.

Claims for hidden defects must be submitted within the same 90-day period from the original shipment date. CampTech II's total liability under this warranty is limited to the value of the order related to the defective product. CampTech II is not responsible for lost profits, production delays, or any indirect or incidental damages.

7. INTELLECTUAL PROPERTY

Each party retains ownership of its respective background intellectual property. CampTech II retains all rights in tooling, fixtures, software, and manufacturing processes it develops. Buyer warrants that its designs and specifications do not infringe third-party rights. Any IP improvements made in performance of an order remain property of CampTech II, with license-back rights if derived from Buyer inputs.

8. LIABILITY & INDEMNIFICATION

CampTech II's liability is limited to the value of the specific order giving rise to the claim. CampTech II is not liable for indirect, consequential, incidental, or punitive damages, including loss of profits or business interruption. Buyer agrees to indemnify and hold harmless CampTech II from claims arising from Buyer's designs, materials, or instructions.

9. QUALITY & COMPLIANCE

CampTech II is ISO 9001:2015 and ISO 13485:2016 certified. X-ray, ICT, and functional test are available at extra cost. CampTech II complies with RoHS. Buyer is responsible for additional requirements (e.g., WEEE, e-waste, PPAP, IMDS). Declarations and documentation for PPAP or IMDS are available upon request and may be subject to additional charges.

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10. FORCE MAJEURE

Camptech II is not liable for failure or delay caused by events beyond its control, including natural disasters, labor disputes, supply shortages, or shipping delays.

11. GOVERNING LAW

These Terms are governed by the laws of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Legal proceedings must be brought in courts located in Toronto, Ontario.

12. GENERAL

These Terms constitute the entire agreement between the parties and supersede all prior terms. No modification is valid unless in writing and signed by both parties. Email communications count as written consent where appropriate. If any provision is deemed invalid, the remaining provisions remain effective.