

FIBERDOME, INC.

MANUFACTURING TERMS AND CONDITIONS

Effective 4/1/2021

Definitions

“**Buyer**” as used herein shall mean the purchaser of goods from Fiberdome, Inc. “**Manufacturer**” as used herein shall mean Fiberdome, Inc.

“**Product**” herein shall mean goods purchased by Buyer and shall include the plural.

Acceptance of Terms

This document from Manufacturer contains the entire terms and conditions associated with all future transactions between Manufacturer and Buyer. Manufacturer’s terms and conditions of acceptance are solely within the Manufacturer’s discretion. All accepted Orders shall be governed by these Terms and Conditions, which shall not be changed or supplemented without written acceptance by Manufacturer. Pre-printed terms and conditions on Buyer’s Purchase Order, if any, shall not apply to the accepted Order.

Quotations

Until an order is accepted by Manufacturer, quoted prices are subject to change without notice. Prices quoted are based on Manufacturer’s labor and material costs as of the date of the quotation. Unless specified otherwise, prices are based upon the minimum order quantities (“MOQ” as used herein) established in the quotation and expected to be released for Manufacturer’s production and/or shipment in one lot.

Lead Times

Lead times will be established by Manufacturer during quotation and shall be adhered to during Buyer's ordering process.

Ordering

(a) Buyer's Purchase Orders shall set forth for each ordered Product: the quantity, the applicable Purchase Price and total price, preservation, delivery, and shipping instructions, and the requested ship date. Buyer's requested ship date must conform with the appropriate lead time set forth during quotation process unless written exception is provided by Manufacturer. Expected ship dates may be adjusted through regular status reports issued by the manufacturer. No Order is accepted unless Manufacturer issues a Sales Order Acknowledgement. Lead time begins when Order is acknowledged. (b) Order Modification, Cancellation, or Delivery Schedule Changes requested by Buyer will be binding on the Manufacturer upon Manufacturer's written acceptance of the request and upon terms satisfactory to Manufacturer that compensate Manufacturer for all costs incurred by reason of such modification, cancellation or deferment. "Costs" as used herein include engineering, production and overhead costs attributable to the order as well as NCNR and Excess Inventory and profits not realized by the Manufacturer due to modification, cancellation or schedule changes. In the event of Order cancellation (i) Manufacturer will ship and Buyer will accept all Products completed prior to the cancellation date and (ii) the Product warranty will not apply to the Product which is the subject of the cancelled order.

Tooling

Tooling and Fixtures required to manufacture Buyers products will be a charge based on a quote for each design. Buyer will retain ownership of the Tooling and Fixtures upon paid invoice. Manufacturer will store tooling and fixtures at no charge to Buyer as long as the program is active. Program activity is defined by MOQ. After 1 year of inactivity, Manufacturer may initiate a discussion on the programs future and may require Buyer to pay tooling storage fees on inactive programs. Buyer may request that tooling and fixtures be returned to them (or upon written approval, be disposed of) at Buyers expense.

Tooling Maintenance

Manufacturer will maintain tooling and fixtures during normal wear and tear up until the reasonable expected life of the tooling. Manufacturer will advise Buyer if additional tools are needed due to increased demand or end of life replacement. Additional and replacement tooling will be at Buyers expense.

Down Payments

Manufacturer may require deposits on any or all tooling or product and will advise Buyer of requirements during quoting.

Shipment and Delivery

Manufacturer will ship Products in accordance with each accepted Order, subject to these Standard Terms and Conditions. Delivery of Products shall be coordinated by Buyer unless other advance arrangements are made in writing and accepted by Manufacturer. Delivery of Products shall be made F.O.B Shipping Point at the location specified on Buyer's purchase order. Title to, and risk of loss for Products shall pass to Buyer at the time of delivery of possession of the Products to a common carrier.

Acceptance of Product

The Product shall be deemed accepted by Buyer when the Product has passed Manufacturer's inspection, conforms to Specifications and the applicable Workmanship Standard, and is delivered to Buyer, namely, placed it in the hands of a common carrier. Buyer shall have [30] days to notify Manufacturer of Buyer's revocation of acceptance of Product based on non-conformance to specifications or to the workmanship standard. Buyer's revocation must be in writing.

Prices, Invoicing and Payment

Buyer shall pay Manufacturer the Purchase Price as set forth in the Sales Order Acknowledgement or in any invoice pertaining to a modification or cancellation. The Purchase Price may be exclusive of packaging, shipping and insurance costs and federal, state and local taxes, which shall be borne by Buyer as applicable. Manufacturer shall invoice Buyer concurrently with each Product shipment. An invoice will include the invoice date, the Order number, and the total price and name (if applicable) and address where payment is to be sent. Buyer shall pay all invoices within thirty (30) days of the invoice date unless other advance provisions are made in writing and accepted by Manufacturer. Payment shall be made in U.S. dollars. Payment not received when due may bear interest at the rate of 1½% monthly from its due date until paid.

Taxes & Tax Exemptions

(a) If Buyer is Exempt from sales tax, Buyer must provide Manufacturer with all accurate and current State Sales & Use tax Exemption or Resale certificates as applicable. If Buyer's exemption status should change while doing business with Manufacturer, Buyer shall provide Manufacturer updated exemption information prior to any new Orders shipping. (b) If Buyer is not Exempt from sales tax, and is receiving shipment outside of Wisconsin, Buyer shall be responsible for the payment of any and all State and local sales, use, and excise taxes and charges assessed in connection with sales made under contract with Manufacturer. (c) If Buyer is not Exempt from sales tax, and is receiving shipment in Wisconsin, Manufacturer will charge and remit all State and local sales, use, and excise taxes in connection with sales made under contract with Manufacturer.

PPAP Charges

If Buyer requires a PPAP for first articles before product can be shipped, Manufacturer may impose a PPAP charge to recoup costs associated with preparing and submitting the PPAP. Buyer must advise Manufacturer of these requirements when requesting a quote. PPAP charges will be included in quote and will be invoiced with first articles when shipped.

Engineering Changes

If Buyer requests that Manufacturer incorporate an engineering change into a Product, such request shall include an updated Print with a description of the proposed change sufficient to permit Manufacturer to evaluate it. Manufacturer's evaluation shall be in writing and shall state the impact of the requested change on the existing delivery schedule and cost. Manufacturer shall not be obligated to proceed with a requested change until the parties have agreed on the changes to the Product, Specifications, estimated delivery schedule and pricing, including the price for additional NRE, rework, tooling and obsolete materials and testing, if any.

Force Majeure

Neither party shall be liable for its failure to perform due to any occurrence beyond its reasonable control, including acts of God, fire, floods, war, terror, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances and regulations, allocations and price restrictions, inability to obtain material, equipment or transportation, or any other similar occurrence; provided, however, Buyer's payment for Products produced and shipped shall not be suspended by any event of force majeure. The party whose performance is prevented by any such occurrence shall promptly give written notice to the other party of the cessation of performance. The party affected by such occurrence shall use commercially reasonable efforts to minimize the effects of the force majeure event.

Intellectual Property and Confidentiality

(a) Ownership of Intellectual Property. Title to and ownership of all of the technology, trade secrets, knowhow and information regarding Products supplied by Buyer to Manufacturer shall remain in Buyer. Buyer hereby grants Manufacturer a limited, non-transferable, non-exclusive revocable license to use Buyer's software, technology, trade secrets, knowhow and proprietary information (Buyer's Proprietary Information), free of any claim or allegation by Buyer of misappropriation or infringement by Manufacturer of Buyer's Proprietary Information; provided, however, that Manufacturer's license to use Buyer's Proprietary Information shall endure only for the term of the accepted Order. After the termination or expiration of an accepted Order, Manufacturer shall have no

further rights to use Buyer's Proprietary Information as to that Order and Manufacturer shall return to Buyer all documents and materials relating to Buyer's Proprietary Information. Title to and ownership of any software, technology, trade secrets, know how, and information of Manufacturer (Manufacturer's Proprietary Information) used by Manufacturer hereunder shall remain the property of Manufacturer. (b) Confidentiality. The parties acknowledge that each party's Proprietary Information set forth in section (a) contains valuable trade secrets. Each party agrees that it will maintain and protect the confidentiality of the other party's Proprietary Information using the same standard of care that such party uses to protect its own Proprietary Information, which in no event shall be less than reasonable care. The obligation to keep each party's Proprietary Information confidential survives the termination or expiration of the accepted Order.

Product Warranty

Manufacturer warrants that Products supplied to Buyer hereunder will conform to Buyer's Specifications and will be free from defects in workmanship. Buyer shall notify Manufacturer within [30] days of Buyer's receipt of Products, in writing, of any Product defect, which notification shall describe the defect in sufficient detail to permit Manufacturer to isolate the defect. Upon notification from Buyer, Manufacturer will provide Buyer with instructions on returning the Product under a warranty claim. Upon receipt of any Products returned by Buyer, Manufacturer shall inspect Products in accordance with the applicable Workmanship Standard. If Manufacturer determines that the defect is not due to nonconformity with Specifications or the applicable Workmanship Standard or is unable to isolate any defect or malfunction in the Product, then Buyer is solely responsible for isolation of the defect or malfunction and Manufacturer will seek instructions on whether Manufacturer should return the Product to Buyer or dispose of it.

If any returned Product contains malfunctions due to nonconformity with the Specifications or the applicable Workmanship Standard, then Buyer's exclusive remedy and Manufacturer's sole liability under this warranty will be, at its sole option and expense, to correct or replace the nonconforming or defective Product or refund the Purchase Price to Buyer. This warranty does not apply to: any first articles, prototypes, pre-production units, test units of a Product, any Products which have been repaired by Buyer or a third party, any Products which have been altered or modified in any way by Buyer or third party; or any Products which have been subject to misuse, abnormal use or neglect or

to components received from Buyer. Manufacturer will not be held liable in the case of damage to a product that occurs during customer contracted rework.

DISCLAIMER

THE PRODUCT WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AS TO QUALITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, WHETHER IMPLIED BY CUSTOM OR LAW. WITHOUT LIMITING THE FOREGOING DISCLAIMER, BUYER ACKNOWLEDGES AND AGREES THAT MANUFACTURER DOES NOT WARRANT ANY PARTS, COMPONENTS OR OTHER MATERIALS PROVIDED TO MANUFACTURER BY BUYER AND USED IN THE MANUFACTURE OF THE PRODUCTS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE MANUFACTURER BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFITS DAMAGES, ARISING OUT OF THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, OR USE OF ANY PRODUCTS OR THE FURNISHING OF ANY SERVICE, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF BUYER HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

Indemnification

Buyer shall defend, indemnify and hold Manufacturer and its subsidiaries, officers, directors, employees, agents and representatives harmless from any and all claims, demands, liabilities, actions, suits, proceedings, losses, injuries, death, judgments, and/or costs (including without limitation reasonable attorneys' fees and related costs) based on or arising out of any claims or demands based on or relating to: Manufacturer's use of Buyer's Proprietary Information the design

of the Products; Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the Products; Buyer's violation or alleged violation of any federal, state, or local laws or regulations, including the laws and regulations governing product safety, labeling, packaging and labor practices; or a breach by Buyer of any of these terms and conditions. Manufacturer shall give written notice of any claim or potential claim to Buyer within a reasonable time following the time at which Manufacturer first became aware of the claim for indemnification hereunder. Buyer may, at its option, have control of any litigation and appointment of counsel in defense of any third-party claim for which Manufacturer seeks indemnification. No suit or proceeding shall be settled or compromised without the prior written consent of Manufacturer. The obligation to indemnify under this shall survive the termination or expiration of the accepted Order.

Governing Law, Merger

(a) Merger. These Terms and Conditions and the agreements referenced herein constitute the entire agreement of the parties with respect to Manufacturer's services for Buyer and can be modified only by written agreement. (b). Governing Law. The validity, interpretation and performance of these Terms and Conditions shall be governed by the laws of the State of Wisconsin, without regard to conflicts of laws principles. Venue for any suit, action or proceeding pertaining to these Terms and Conditions, including any Order, Invoice, Warranty or indemnification claim, shall be in the state or federal courts of the State of Wisconsin, as Manufacturer elects. In any arbitration, suit or action to enforce these Terms and Conditions or for the breach of same, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses therein, including expert fees, deposition costs and attorney's fees as fixed by the arbitrator, trial court and appellate court.