

TERMS AND CONDITIONS OF SALE:

SHIPPING TERMS:

Shipping will be F.O.B. FTL. All shipping costs will be billed to customer.

TOOLING & IP:

All test software IP and test hardware will remain the property of Force Technologies Ltd ("Force"). If customers' consign test software and hardware, ownership of consigned software and hardware will remain with the customer.

TEST FAILURE VERIFICATION:

Basic electrical failure verification is included in this pricing proposal. Basic electrical verification includes the effort necessary for Force to assure itself that failing devices are truly failures and were not caused by items including but not limited to improper load board seating, socket wear out or handler misalignment. It does not include any effort to determine the root cause failure of a device, characterisation work or any other analysis not required to verify that failing devices are valid failures. Electrical and/or physical analysis for root cause failure determination is available, but will require a separate quotation. Electrical failure analysis will be charged by the hour. Any physical failure analysis work will be quoted on a line item basis as required.

TEST HARDWARE:

Costs for customer specific test hardware (e.g. loadboards, probe cards, test sockets, burn-in boards, etc.) that require replacement or rework due to normal production usage will be charged to the Customer. Replacement costs include labor for rework, material costs, ordering and shipping and handling.

ENTIRE TERMS & CONDITIONS

THE BUYER AGREES THAT IF THIS QUOTATION IS ACCEPTED, BY ISSUANCE OF A PURCHASE ORDER, SHIPMENT OF DIE OR OTHERWISE, THE CONTRACT WITH RESPECT TO THE PRODUCTS COVERED BY THIS QUOTATION/OFFER WILL CONSIST IN ITS ENTIRETY OF THE TERMS AND CONDITIONS APPEARING IN THIS QUOTATION/OFFER, EXCLUDING ALL TERMS AND CONDITIONS OF THE BUYER'S PURCHASE ORDER WHICH ARE IN CONFLICT WITH, OR WHICH ARE IN ADDITION TO, THE TERMS AND CONDITIONS APPEARING HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE BUYER ARE HEREBY EXPRESSLY REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY FORCE. THE TERMS AND CONDITIONS OF THIS QUOTATION SUPERSEDE ANY AND ALL PRIOR VERBAL OR WRITTEN UNDERSTANDINGS, REPRESENTATIONS, PRIOR REVISIONS OF THE QUOTATION, OR OTHER TERMS AND CONDITIONS BETWEEN THE PARTIES UNLESS AGREED TO IN WRITING BY FORCE

SPECIFICATIONS:

Force shall perform the assembly and/or test services in accordance with Buyer's product assembly specifications, test programs, and other requirements as mutually agreed to by the Parties (the "Specifications"), the particulars of which shall be explicitly set forth and detailed in writing in the Force Customer Process Flow ("CPF") document, as amended from time to time by the Parties.(or by its contractors).

PRICE:

Pricing is established in this Force Quotation. Prices do not include freight forwarding charges, taxes, customs or import duties, or other similar fees or amounts, unless specifically stated otherwise in the Quotation.

PRECIOUS METALS:

The prices set forth in this Quotation are subject to increase if the PM price of fabricated gold exceeds \$400 per troy ounce, as quoted by the London Fix. The specific amount of the price adder will be determined based on the gold content of the affected package(s), and will be applied to packages two days prior to shipment.

PAYMENT AND COLLECTION:

All payments are due within 30 days from the invoice date. Payments shall be in UK Sterling(unless otherwise stated). Buyer shall advise Force's accounts department immediately of any discrepancies in regard to any invoice. Buyer agrees that all line items not in question or dispute shall be paid within the prescribed payment term. Force reserves the right to assess appropriate finance charges for delinquent payments.

DELIVERY:

Force's delivery of products to the carrier will constitute delivery of products to the Buyer. Force shall deliver all products to Buyer, Ex-Works factory.

ACCEPTANCE :

Claims for defects must be made in writing, within thirty (30) days of receipt of the products by Buyer. Force's's authorisation is required prior to Buyer's return of products to Force for rework or credit.

FREIGHT:EXPORT/ IMPORT :

Buyer shall be responsible for all costs incurred (including freight, duty and brokers' out-of-pocket and service charges) to transport Buyer's die and/or material to factory and for assembled devices from factory to designated "ship-to" locations. Buyer will be the importer of record for Buyer's die and other materials shipped to Force's factory, and Buyer will be the exporter of record for all assembled products shipped out of the country of manufacture. A 15% handling charge applies to all freight collect charges for shipments received from the Buyer or on the Buyer's behalf.

LIMITED WARRANTY:

For a period of ninety (90) days following acceptance of product by Buyer, Force warrants that the services will be performed and the products shall be assembled in a professional and workmanlike manner and in accordance with the Specifications agreed to by both parties in writing.The parties recognise that certain components and materials will be supplied or specified by Buyer for use in the assembly process. Force makes no warranty to Buyer with respect to these components and materials supplied or specified by Buyer.

The parties acknowledge that Buyer is responsible for: (i) final approval of the Specifications; (ii) qualification of Force to perform the services in accordance with the Specifications; and (iii) any and all qualification of the products relating to suitability for use in any end-product application of Buyer's customers. Force makes no warranty whatsoever as to the performance or reliability of the products in any particular end-product application or environmental conditions, or as to the products' suitability for any particular purpose or use.

DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF USEFULNESS, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ANY OTHER MATTER. THE OBLIGATIONS OF FORCE UNDER THIS WARRANTY SHALL NOT ARISE UNLESS FORCE IS NOTIFIED IN WRITING OF A SPECIFIC CLAIM OF DEFECT WITHIN THIRTY (30) DAYS AFTER DISCOVERY OF THE DEFECT AND NOT LATER THAN THE EXPIRATION OF THE NINETY (90) DAY WARRANTY PERIOD. FORCE SHALL DETERMINE, IN CONSULTATION WITH BUYER, WHETHER CORRECTION OF DEFECT SHALL BE BY REPAIR, REWORK, REPLACEMENT OR BY CREDIT TO BUYER

EXCLUSIVE REMEDIES; LIMITATION OF LIABILITY :

BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST FORCE SHALL BE LIMITED TO THE EXPRESS WARRANTIES SET FORTH HEREIN, AND NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER OR ANY OTHER PERSON OR ENTITY, WHETHER BY DIRECT ACTION, OR FOR CONTRIBUTION OR INDEMNITY, OR OTHERWISE. FORCE SHALL NOT BE LIABLE OR RESPONSIBLE FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, USE OR FAILURE OF ANY PRODUCTS ASSEMBLED OR TESTED BY FORCE UNDER THIS QUOTATION. FORCE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOST SALES, HOWEVER ARISING, EVEN IF FORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SHOULD ANY OF THE LIMITATIONS HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, THE PARTIES ACKNOWLEDGE THAT IN NO CASE SHALL FORCE'S TOTAL OBLIGATION FOR DAMAGES FOR ANY CLAIM, DEMAND OR CAUSE OF ACTION WHATSOEVER (WHETHER IN CONTRACT OR TORT OR OTHERWISE), EXCEED THE TOTAL VALUE-ADDED PRICE PAID BY BUYER FOR THE SERVICES WHICH ARE THE SUBJECT OF THE DISPUTE. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY/RISK SET FORTH HEREIN.

PATENTS:

Force assumes no obligation or liability of any kind with respect to claims of infringement of National or foreign patents, copyrights, trademarks or other proprietary rights arising out of or relating to the Buyer's purchase, importation, use, possession, sale, or delivery of any product or services provided to Buyer by Force, and the Buyer shall indemnify, defend and hold Force harmless from any and all such claims and liabilities, damages and expenses.

RISK OF LOSS / INSURANCE:

Buyer shall bear all risk of loss relating to all die, material, and equipment provided to Force by Buyer. Buyer shall provide insurance coverage door-to-door on all such die, material and equipment provided to Force.

TERMINATION:

In the event of termination, Buyer shall: (a) reimburse Force for all reasonable costs and expenses directly related to any purchase order which is terminated by Buyer; and (b) unless otherwise set forth in a separate material responsibility agreement executed by the parties, purchase all finished products and work-in-progress at the established quoted prices, and shall further purchase at Force's cost plus 10% any raw materials in stock, in transit and/or on order which were purchased or ordered by Force to fill Buyer's forecasted requirements.

DELAYS / FORCE MAJEURE:

Force shall not be liable for delays in delivery of products caused by inability to obtain transportation, equipment or material, insurrection, fires, floods, storms, embargoes, action of any military or civil authorities, strikes, labor difficulties, lockouts, acts of God, or other circumstances beyond the control of Force.

GOVERNING LAW; ARBITRATION :

Governing Law.

This Quotation shall be governed by the laws of the United Kingdom.

Force Technologies Ltd complies with UK Government IT security regulation and our IT providers policy on cybersecurity.

Arbitration of Disputes.

Any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this quotation, including any claim based on contract, tort or statute, shall be settled, at the request of any Party, by arbitration conducted in UK, or such other location upon which the Parties may mutually agree, before and in accordance with the then-existing Rules of Commercial Arbitration, except that for controversies, disputes or claims between Force and a foreign corporation, the then-existing International Arbitration Rules shall govern, and judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

The Parties hereby consent to the jurisdiction of an arbitration panel and of the courts located in, and venue in UK, with respect to any dispute arising under this Quotation. Any controversy concerning whether a dispute is an arbitrable dispute hereunder shall be determined by one or more arbitrators selected in accordance with this provision. The Parties intended that this agreement to arbitrate be valid, specifically enforceable and irrevocable.