

UNIQUE TRONICS, INC.

7750 Densmore Ave, Van Nuys, CA 91406
818-988-1100 | Support@uniquetronics.com | uniquetronics.com

By accepting and processing our invoices or by accepting purchase order, the customer agrees to the following terms and conditions:

- Jurisdiction:** Any dispute arising out of or relating to this invoice or the goods/services provided by Unique Tronics, Inc. ("Company" or "Seller" or "Purchaser") shall be subject to the jurisdiction of the courts located in the State of California, United States. The customer hereby consents to the exclusive jurisdiction of the California courts and waives any objections to the exercise of jurisdiction over it by such courts.
- Attorney Fees and Court Costs:** In the event of any legal action, arbitration, or other proceedings initiated by either party in connection with this invoice, the prevailing party shall be entitled to recover all reasonable attorney fees, court costs, and any other expenses incurred as a result of such proceedings.
- Claims for Damaged or Defective Products:** Any claims regarding damaged or defective products must be submitted to Company within three (3) days of receiving the products. It is the customer's responsibility to thoroughly inspect and report any issues within this timeframe. Claims submitted after the specified period may not be considered for resolution.
- Data Retention for Digital Products:** For digital products or services provided by Company, please note that all associated records will be retained for a period of 30 days from the date of delivery. After this time, Company reserves the right to erase or dispose of any digital records associated with the product or service. It is the customer's responsibility to ensure that they have made appropriate backups or copies of any relevant data within this timeframe.
- Unpaid Balances:** Any outstanding balance beyond the agreed-upon payment terms specified in our invoices shall be considered overdue.
- Interest Fees:** In the event of an overdue balance, Company reserves the right to charge interest on the unpaid amount. The interest rate applied will be in accordance with applicable laws or industry standards.
- Calculation and Accrual:** Interest fees on unpaid balances will be calculated from the original due date until the date of payment receipt. Interest will accrue daily or as otherwise specified in accordance with applicable laws or industry standards.
- Retention of Title and Security Interest:** All goods sold by Seller to the customer ("Buyer") remain the property of Seller until full payment of all amounts due to Seller, including for the goods and any other amounts owed by Buyer, has been received. Buyer

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hereby grants Seller a purchase money security interest (PMSI) in the goods and their proceeds to secure such obligations. Until full payment is made:

9. Buyer shall hold the goods in trust for Seller as fiduciary and bailee;
10. Buyer shall segregate and clearly identify the goods as property of Seller;
11. Buyer may sell the goods only in the ordinary course of business, and any proceeds of such sale shall be held in trust for Seller and promptly remitted; and
12. Buyer agrees to execute any documents and take all actions necessary to perfect and protect Seller's security interest, including execution of a UCC-1 financing statement.

This clause constitutes a security agreement under the Uniform Commercial Code. Seller may file a financing statement without Buyer's signature.

9. To secure payment and performance of all obligations, the Buyer grants the Seller a continuing security interest in all goods supplied, whether currently or previously delivered, and in all proceeds thereof. The Buyer authorizes Seller to file any UCC-1 financing statement or amendments without further signature to perfect or continue this interest. The customer agrees to execute any documentation reasonably requested to perfect Seller's security interest.
10. In the event of any default in payment, insolvency, bankruptcy, or assignment for the benefit of creditors, Seller may, without notice or demand, reclaim, repossess, or stop delivery of goods not paid for, whether in transit or in Buyer's possession. Seller may enter any premises where goods are stored to remove them without liability. All remedies shall be cumulative and not exclusive of those provided by law or equity. In the event the Buyer becomes insolvent or files for bankruptcy, Seller reserves its right to reclaim any goods delivered within 45 days prior to the date of bankruptcy filing in accordance with 11 U.S.C. § 546(c). Customer agrees to cooperate fully with any such reclamation demand. Seller shall have the right to set off any amounts due from the Buyer against any liabilities or claims the Buyer may assert, whether arising from prior transactions or otherwise. The Buyer waives any right to offset, delay, or condition payment on any counterclaim, dispute, or claim relating to the goods or services provided.
11. In no event shall Seller be liable for incidental, indirect, special, punitive, or consequential damages, including but not limited to lost profits, business interruption, or loss of data. Seller's liability for any claim shall not exceed the purchase price of the specific goods giving rise to the claim. Buyer agrees to defend, indemnify, and hold harmless Seller, its officers, agents, and/or representative from any third-party claims,

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losses, damages, or costs (including attorney fees) arising from the Seller's use, resale, or modification of the goods, or from any breach of these Terms and Conditions.

12. The Buyer agrees that invoices, purchase orders, and all related documentation may be executed and transmitted electronically and shall have the same legal effect as originals under the U.S. Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001 et seq.).
13. All orders are subject to acceptance by Seller. Any additional or different terms proposed by the customer, whether in purchase orders or otherwise, are rejected unless expressly accepted in writing by an officer of Company. Fulfillment of an order shall not constitute acceptance of any such terms. No verbal agreements shall be binding.
14. All orders are subject to acceptance by Seller. Any additional or different terms proposed by the Buyer, whether in purchase orders or otherwise, are rejected unless expressly accepted in writing by an officer of Seller. Fulfillment of an order shall not constitute acceptance of any such terms. No verbal agreements shall be binding. Seller reserves the right to modify, suspend, or terminate any credit terms or further deliveries without notice upon default, credit deterioration, or if it reasonably believes the Buyer may be unable to pay. Orders accepted but not yet delivered may be held or cancelled at Seller's discretion.
15. All obligations of the Buyer relating to payment, indemnity, confidentiality, intellectual property, and any other provisions which by their nature are intended to survive, shall survive the termination, expiration, or cancellation of any order or agreement.

Failure of Seller to enforce any provision of these Terms and Conditions shall not constitute a waiver of its right to enforce the same or any other provision at any time.

16. Unless expressly authorized in writing, Buyer may not resell the goods outside of the authorized territory, modify them, or violate any applicable minimum advertised pricing policy established by Seller.
17. The Buyer agrees not to disclose, reproduce, or use any confidential information or trade secrets of Seller, including but not limited to pricing, digital materials, or product specifications, except as necessary for performance of this agreement.
18. The Buyer may not assign any of its rights or delegate its obligations under these Terms and Conditions without the prior written consent of Seller. Any change in control of the Buyer shall be deemed an assignment for purposes of this provision.

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19. The Buyer agrees not to circumvent, bypass, or attempt to contract directly with manufacturers, licensors, or end-users introduced or facilitated by Seller during the term of the agreement and for one year thereafter.

20. The Buyer acknowledges that it is not relying on any representations, warranties, or statements not expressly set forth in these Terms and Conditions. This agreement constitutes the entire understanding between the parties.

Customer represents that it is not listed on any government sanctions or watchlist, and it agrees to comply with all applicable laws, including but not limited to U.S. export controls, anti-corruption laws, and anti-money laundering requirements. Seller reserves the right to suspend deliveries upon discovery of any such risk.

21. The Buyer agrees not to initiate any credit card chargeback or payment processor reversal without first notifying Seller and providing a good faith opportunity to resolve the dispute. Any unsubstantiated chargebacks will be deemed a material breach and subject to recovery, including fees.

22. Customer acknowledges that by processing or paying any invoice issued by Seller, it accepts and is bound by the Terms and Conditions in effect at the time of issuance, regardless of whether a separate signature or written confirmation was obtained.

Seller reserves the right to suspend or terminate its business relationship with the Buyer at any time for any reason, including credit concerns, operational necessity, or Buyer conduct. No obligation of continued supply or exclusivity is created hereby.

23. At Seller's sole discretion, any dispute arising out of these Terms and Conditions may be submitted to binding arbitration before a single arbitrator under the rules of the American Arbitration Association in Los Angeles County, California. The prevailing party shall be entitled to attorney fees and costs.

24. The Buyer shall, at its sole cost, maintain insurance coverage for all goods supplied by Seller until full payment is received. Such insurance shall name Seller as a loss payee.

25. Unless otherwise specified in writing, all deliveries are made F.O.B. Seller's warehouse. Title and risk of loss shall pass to the Buyer upon delivery to carrier. Seller shall not be liable for delays caused by carrier, customs, or force majeure events.

26. The person accepting these terms on behalf of the Buyer represents and warrants that they are fully authorized to enter into this agreement on behalf of the Buyer and to bind the Buyer to its terms.

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27. All rights and remedies herein are cumulative and not exclusive. If any provision is found unenforceable, the remainder shall continue in full force and effect.

All notices shall be sent in writing to the addresses specified on the invoice or purchase order via certified mail, courier, or email (with delivery confirmation), and shall be deemed received upon delivery or confirmation of transmission.

28. All electronic records, invoices, and acknowledgments issued or transmitted by Seller shall constitute valid, enforceable agreements under the U.S. Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and California Uniform Electronic Transactions Act.
29. These Terms and Conditions constitute the entire agreement between the parties regarding the subject matter herein and supersede any conflicting provisions in purchase orders or other documents. No modification or waiver shall be effective unless in writing signed by an authorized officer of Seller.
30. In the event these Terms and Conditions are translated into another language, the English version shall control for all purposes.
31. Seller shall not be liable for any failure or delay in performance due to acts beyond its control, including but not limited to acts of God, governmental actions, labor strikes, pandemics, supply chain interruptions, or any other force majeure events. Performance shall be suspended during such events.
32. Each party waives its right to a trial by jury in any legal proceeding arising out of or related to this agreement.