1. **GENERAL.** All sales between Polycharge ("POLYCHARGE" or "Seller") and Customer ("Customer" or "Buyer") are subject to the following terms and conditions. Provisions additional to or inconsistent with those contained herein, in any documents furnished by Customer including, without limitation, purchase orders, are objected to and rejected. Such provisions shall not be binding on POLYCHARGE unless specifically identified and accepted in writing by an authorized representative of POLYCHARGE. These Terms and Conditions, together with any applicable quotation, acknowledgment, or other written agreement executed by POLYCHARGE, constitute the entire agreement between the parties concerning the sale of products.

   Customer's acceptance of any quotation, placement of any order, or acceptance of any products delivered hereunder shall constitute Customer's acceptance of these Terms and Conditions.

2. QUOTATIONS AND ORDERS

a. **Quotations.** All quotations are valid for thirty (30) days from the date of issuance unless otherwise specified in writing. Quotations are subject to change without notice prior to acceptance. Prices quoted are based on specifications, quantities, and delivery schedules stated in the quotation and are subject to adjustment if any of these factors change.

b. **Order Acceptance**. All orders are subject to acceptance by POLYCHARGE. An order shall not be binding upon POLYCHARGE until POLYCHARGE issues a written acknowledgment or commences performance. POLYCHARGE reserves the right to reject any order or limit the quantity accepted.

c. **Order Changes.** Customer may not cancel, reschedule, or modify any accepted order without the prior written consent of POLYCHARGE. Any approved changes may result in price adjustments and delivery schedule modifications.

3. PRODUCT SPECIFICATIONS AND CUSTOMIZATION

a. **Standard Products.** Standard capacitor products are manufactured to POLYCHARGE's published specifications and datasheets. POLYCHARGE reserves the right to modify product specifications, materials, or manufacturing processes at any time, provided such modifications do not materially affect form, fit, or function.

b. **Custom Products.** For custom or application-specific capacitor products, Customer shall provide complete and accurate specifications, including but not limited to electrical parameters, mechanical dimensions, environmental requirements, and applicable industry standards. Customer is responsible for verifying that specified parameters are appropriate for the intended application. Additional charges may apply for non-recurring engineering (NRE), tooling, qualification testing, and minimum order quantities.

c. **Customer-Supplied Specifications.** Where products are manufactured to Customer-supplied specifications, Customer warrants that such specifications are accurate, complete, and do not infringe any third-party intellectual property rights. Customer shall

indemnify and hold POLYCHARGE harmless from any claims arising from products manufactured to Customer specifications.

4. WARRANTIES, REMEDIES, AND LIMITATIONS

a. **Product Warranty.** POLYCHARGE warrants that products manufactured and sold hereunder shall conform to applicable specifications and be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of installation, whichever occurs first. POLYCHARGE's sole liability and Customer's exclusive remedy under this warranty are limited to, at POLYCHARGE's option: (i) repair of the defective product; (ii) replacement of the defective product; or (iii) refund of the purchase price paid for the defective product.

b. **Warranty Exclusions.** This warranty does not cover defects or failures resulting from: (i) improper storage, handling, installation, or use; (ii) operation beyond specified electrical, thermal, or environmental parameters; (iii) electrostatic discharge (ESD) damage due to inadequate handling procedures; (iv) modification, alteration, or repair by anyone other than POLYCHARGE or its authorized representatives; (v) damage during shipment; (vi) normal wear and aging; (vii) exposure to corrosive environments, excessive moisture, or contamination; (viii) use in combination with incompatible materials or components; or (ix) Customer-supplied specifications or designs.

c. **Warranty Claims.** Warranty claims must be submitted in writing within fifteen (15) days of discovery of the defect and within the warranty period. Claims must include: (i) product identification including part number, lot/date code, and quantity; (ii) detailed description of the defect or failure; (iii) application and operating conditions; and (iv) failure analysis data if available. Products shall not be returned without prior written authorization from POLYCHARGE (Return Material Authorization). Transportation charges for returned products shall be prepaid by Customer. If POLYCHARGE determines the product to be defective under warranty, POLYCHARGE will credit reasonable return shipping costs.

d. **Intellectual Property Warranty.** POLYCHARGE warrants that products manufactured to POLYCHARGE's own designs will not infringe any valid United States patent. POLYCHARGE's liability under this warranty is limited to defense of any claim and, if necessary, modification of the product to avoid infringement or refund of the purchase price. This warranty does not apply to products manufactured to Customer specifications, products used in combination with other products, or products used in any manner not intended by POLYCHARGE.

e. **Disclaimer and Limitation of Liability.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL POLYCHARGE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, COST OF SUBSTITUTE

PRODUCTS, OR DAMAGES ARISING FROM PRODUCT FAILURE OR MALFUNCTION, REGARDLESS OF THE LEGAL THEORY ASSERTED. POLYCHARGE'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO PRODUCTS SOLD HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM.

5. AUTOMOTIVE AND AEROSPACE APPLICATIONS

a. **Qualification Requirements.** Products intended for use in automotive applications requiring compliance with IATF 16949 or aerospace applications requiring compliance with AS9100 must be specifically designated at the time of order. POLYCHARGE will confirm its ability to meet such requirements prior to order acceptance. Additional qualification testing, documentation, and traceability requirements may apply, and associated costs will be quoted separately.

b. **PPAP and First Article Inspection.** For automotive customers requiring Production Part Approval Process (PPAP) documentation, POLYCHARGE will provide the agreed-upon submission level at the prices quoted. For aerospace customers requiring First Article Inspection (FAI) reports, POLYCHARGE will work with Customer to determine documentation requirements. Additional charges may apply for these services.

c. **Design and Process Change Notification.** POLYCHARGE will provide Customer with written notification of any proposed changes to product design, materials, manufacturing processes, or manufacturing location that may affect form, fit, function, or reliability. For automotive applications, such notification will comply with Customer-specific requirements or AIAG guidelines. Notification periods and procedures shall be as agreed in writing with Customer based on program requirements.

d. **Traceability.** Products manufactured for automotive and aerospace applications will maintain lot traceability from raw materials through finished goods shipment. Traceability records will be retained for a minimum of seven (7) years from date of shipment, or longer if specified in Customer's purchase order and agreed in writing by POLYCHARGE.

e. **Counterfeit Parts Prevention.** POLYCHARGE maintains procedures to prevent the introduction of counterfeit parts into its supply chain. All products delivered are new and authentic, manufactured by POLYCHARGE or procured from authorized sources.

f. **Critical Safety Applications.** Customer shall notify POLYCHARGE in writing if products are intended for use in safety-critical applications, including but not limited to: aircraft flight control systems, automotive braking or steering systems, medical life-support equipment, nuclear facilities, or weapons systems. Such applications require specific approval from POLYCHARGE and may be subject to additional terms, testing requirements, and pricing.

6. QUALITY AND COMPLIANCE

a. **Quality Management.** POLYCHARGE manufactures products in facilities certified to ISO 9001. For automotive applications, POLYCHARGE maintains quality processes aligned with IATF 16949 requirements. For aerospace applications, POLYCHARGE will work with Customer to establish appropriate quality requirements based on program needs.

b. **Environmental Compliance.** Unless otherwise specified, standard products comply with the European Union's Restriction of Hazardous Substances (RoHS) Directive and Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulation. Compliance documentation is available upon request. Products requiring exemptions or non-compliant formulations must be specified at the time of order.

c. **Export Control Compliance.** Customer acknowledges that products may be subject to export control laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer agrees to comply with all applicable export control laws and shall not export, re-export, or transfer products in violation of such laws. Customer shall provide all information necessary for POLYCHARGE to determine export classification and licensing requirements.

d. **Conflict Minerals.** POLYCHARGE supports responsible sourcing of minerals and provides Conflict Minerals Reporting in accordance with SEC requirements and the OECD Due Diligence Guidance upon request.

7. PRICING, PAYMENT, AND CREDIT

a. **Prices.** All prices are in U.S. dollars unless otherwise specified. Prices do not include taxes, duties, shipping, insurance, or other charges, which shall be paid by Customer. Prices are subject to adjustment for changes in raw material costs, labor costs, or currency exchange rates upon thirty (30) days written notice for open orders.

b. **Payment Terms.** Unless otherwise agreed in writing, payment terms are net thirty (30) days from date of invoice. POLYCHARGE reserves the right to require advance payment, letters of credit, or other security for any order. Past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

c. **Credit Approval.** All orders are subject to credit approval. POLYCHARGE may modify credit terms at any time based on Customer's credit status. If Customer's financial condition becomes unsatisfactory to POLYCHARGE, POLYCHARGE may require payment in advance, suspend shipments, or cancel orders without liability.

8. DELIVERY, TITLE, AND RISK OF LOSS

a. **Delivery Terms.** Unless otherwise agreed in writing, all shipments are FCA (Incoterms 2020) POLYCHARGE's facility. Title and risk of loss pass to Customer upon delivery to the carrier. POLYCHARGE shall select the carrier and shipping method unless otherwise specified by Customer.

b. **Delivery Dates.** Delivery dates are estimates only and are not guaranteed. POLYCHARGE shall not be liable for any delays in delivery or failure to deliver due to causes beyond its reasonable control. Time is not of the essence unless specifically agreed in writing.

c. **Partial Shipments.** POLYCHARGE may make partial shipments and invoice for each shipment separately. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries.

d. **Storage.** If Customer delays shipment or fails to provide shipping instructions, POLYCHARGE may store products at Customer's risk and expense and invoice for the full purchase price. Storage charges will accrue at POLYCHARGE's then-current rates.

9. PRODUCT STORAGE AND HANDLING

a. **Storage Conditions.** Capacitor products must be stored in accordance with POLYCHARGE's storage guidelines as specified in product datasheets or provided documentation. Generally, products should be stored at temperatures between 5°C and 35°C, relative humidity below 75%, and away from direct sunlight, corrosive atmospheres, and sources of electromagnetic interference.

b. **Shelf Life.**Products have limited shelf life as specified in product documentation. Customer is responsible for implementing first-in, first-out (FIFO) inventory practices. Products stored beyond the recommended shelf life may require reforming, retesting, or replacement at Customer's expense.

c. **ESD Handling.** Certain products are sensitive to electrostatic discharge (ESD). Customer shall implement appropriate ESD control procedures in accordance with ANSI/ESD S20.20 or equivalent standards. Damage resulting from inadequate ESD protection is not covered under warranty.

10. INSPECTION AND ACCEPTANCE

a. **Inspection.** Customer shall inspect products within ten (10) business days of receipt. Products shall be deemed accepted unless Customer notifies POLYCHARGE in writing of any nonconformity within such period. Claims for shortages or shipping damage must be made within five (5) business days of receipt and noted on the carrier's delivery receipt.

b. **Incoming Inspection Limitations.** Customer acknowledges that certain product characteristics cannot be verified through incoming inspection without destructive testing. Customer's incoming inspection procedures shall not alter or damage products in a manner that voids warranty coverage.

11. CANCELLATION AND RESCHEDULING

a. **Cancellation by Customer.** Orders may be canceled only with POLYCHARGE's written consent. If cancellation is accepted, Customer shall pay cancellation charges as follows: (i) for standard products, actual costs incurred plus fifteen percent (15%); (ii) for custom products, all non-recurring engineering charges, tooling costs, raw material costs,

work-in-process, and finished goods inventory, plus fifteen percent (15%) of total order value.

b. **Rescheduling.** Requests to reschedule delivery must be submitted in writing at least thirty (30) days prior to the scheduled ship date. Rescheduling is subject to POLYCHARGE's approval and may result in price adjustments. Products cannot be rescheduled beyond ninety (90) days from the original delivery date without mutual written agreement.

c. **Termination for Convenience.** POLYCHARGE may terminate any order for convenience upon written notice, with liability limited to products already shipped.

12. **FORCE MAJEURE.** POLYCHARGE shall not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to: acts of God, war, terrorism, civil unrest, government actions, epidemics or pandemics, labor disputes, supply chain disruptions, shortages of materials or components, transportation delays, fire, flood, earthquake, or other natural disasters. In the event of such delay, delivery dates shall be extended by a period equal to the duration of the delay, and Customer shall not be relieved of its obligations under this agreement.

13. **INTELLECTUAL PROPERTY**

    a. **POLYCHARGE Intellectual Property.** All intellectual property rights in products, designs, specifications, drawings, software, and technical information provided by POLYCHARGE remain the exclusive property of POLYCHARGE. Customer acquires no rights in such intellectual property except the limited right to use products for their intended purpose.

    b. **Confidentiality.** Customer shall maintain in confidence all technical information, pricing, and business information provided by POLYCHARGE and shall not disclose such information to third parties without POLYCHARGE's prior written consent. This obligation shall survive termination of any agreement between the parties.

14. **INDEMNIFICATION.** Customer shall indemnify, defend, and hold harmless POLYCHARGE, its officers, directors, employees, and agents from any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from: (i) Customer's use of products in violation of these Terms and Conditions; (ii) Customer's modification of products; (iii) Customer's specification of product requirements; (iv) use of products in applications not approved by POLYCHARGE; or (v) Customer's violation of applicable laws or regulations.

15. **LIMITATION OF ACTIONS.** Any action arising out of or related to products sold hereunder must be commenced within one (1) year after the cause of action accrues, regardless of the date of discovery.

16. **ASSIGNMENT.** Customer may not assign any rights or obligations under these Terms and Conditions without POLYCHARGE's prior written consent. Any attempted assignment without such consent shall be void. POLYCHARGE may assign its rights and obligations without Customer's consent.

17. GOVERNING LAW AND DISPUTE RESOLUTION

a. **Governing Law.** These Terms and Conditions and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

b. **Dispute Resolution.** Any dispute arising out of or relating to these Terms and Conditions or products sold hereunder shall be resolved exclusively in the state or federal courts located in Delaware, and each party consents to the personal jurisdiction of such courts.

18. MISCELLANEOUS

a. **Severability.** If any provision of these Terms and Conditions is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

b. **Waiver.** No waiver of any provision of these Terms and Conditions shall be effective unless in writing. Failure to enforce any provision shall not constitute a waiver of such provision or any other provision.

c. **Entire Agreement.** These Terms and Conditions, together with any applicable quotation or written agreement, constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, or representations. No modification shall be binding unless in writing and signed by authorized representatives of both parties.

d. **Notices.** All notices shall be in writing and deemed given when delivered personally, sent by confirmed email, or three (3) days after mailing by certified mail, return receipt requested, to the addresses specified in the applicable order documentation.

e. **Survival.** Provisions relating to warranties, limitation of liability, indemnification, intellectual property, confidentiality, and governing law shall survive termination or expiration of any agreement between the parties.