



Ultralife Corporation Terms & Conditions

1. There are no warranties, representations or agreements which extend beyond the terms of this acknowledgement.
2. Unless otherwise specified and agreed upon, the material to be furnished will be subject to Seller's standard inspection at place of manufacture. If inspection by Buyer is specifically required on an order, such inspection shall be so conducted as not to interfere unreasonably with Seller's operations, and consequent approval or rejection shall be made before shipment of material. Notwithstanding the foregoing, if upon receipt of such material by Buyer the same shall appear not to conform to the contract between the Buyer and Seller, Buyer shall immediately notify Seller of such conditions and afford the Seller a reasonable opportunity to inspect the material. No material shall be returned without Seller's written approval.
3. Ultralife Corporation warrants to the purchaser of its products that the product will be free from defects in materials and workmanship for the applicable Warranty Period as defined herein. Except as otherwise set forth in the offer the Warranty Period shall be (i) 36 months from the date of shipment for all McDowell Research and AMTI branded product except cables; (ii) 12 months from the date of shipment for all Ultralife Batteries branded product; and (iii) 90 days from the date of shipment for all McDowell Research and AMTI branded cables. Ultralife Corporation will repair or replace, at Ultralife Corporation's sole discretion, any product which proves to be defective within the applicable Warranty Period, provided the product is delivered intact and prepaid to the location authorized by Ultralife Corporation. This warranty does not extend to equipment utilized therewith or to any Ultralife Corporation product which has been subjected to misuse, neglect, accident or improper installation. The foregoing is in lieu of all other warranties expressed, implied or statutory. Ultralife Corporation will not be liable for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, as a result of having delivered a nonconforming product, including, without limitation, any such loss, damage, injury or expense arising from any interruption or service or for any loss of business whatsoever or however caused, and any lost profits or any other indirect, special or consequential damages. The sole remedy shall be the repair or replacement of the product.

Non Warranty Repairs: If a product requires service or repair after expiration of warranty or such service or repair is outside of the scope of the express warranty provided herein, Ultralife Corporation requires issuance of a purchase order to cover the evaluation.

Once Ultralife Corporation evaluates the product, the Buyer will be notified in writing with an estimate for all required repairs. Should the Buyer elect to have Ultralife Corporation repair the product, the Buyer shall provide Ultralife Corporation with a written authorization to perform these repairs via issuance of a purchase order for the full estimate amount with 30 days of receiving the repair estimate. Ultralife Corporation will not perform any repairs without Buyer's written authorization.

If Buyer elects not to repair the product or it does not provide authorization for repair within 30 days of receiving a repair estimate, Buyer shall either: (i) make arrangements with Ultralife Corporation to have the product shipped back to the Buyer at Buyer's cost or (ii) make arrangements with Ultralife Corporation to have the product disposed of at Buyer's Cost. In the event that Buyer fails to make a timely election to have the product returned to it or disposed of, Ultralife shall dispose of the product and Buyer shall be liable for all costs associated with such disposal.
4. Payment: Net 30 days from the date of invoice. Credit terms may be decreased, cancelled or limited by seller, both as to time and amount, at any time without notice, and the price of any part of the material deliverable under this contract shall, at Seller's option, be payable before shipment or on offer of delivery. Seller shall not be obligated to make any shipment when Buyer is in default to Seller under this or any other contract. Buyer shall make no deductions (including those for alleged demands) from payments due hereunder.
5. Seller's obligation to produce or deliver hereunder is conditioned upon maintenance by Buyer of credit standing at least as high as when the order was accepted, and upon Buyer's prompt payment when due of any sum owing by Buyer to Seller under an agreement between them. Unless otherwise provided on the face hereof, payment hereunder shall be due net 30 days after invoice.
6. Unless otherwise stated herein, all prices are F.O.B., F.C.A. or Ex-Works, Seller's plant. Method of delivery and routing shall be at Seller's discretion unless specifically designated by Buyer. Notwithstanding any agreement to pay freight, delivery of goods purchased hereunder to a common carrier of licensed trucker shall constitute delivery to Buyer, and all risk of loss or damage in transit shall be borne by buyer.
7. The price stipulated does not include any taxes in the nature of sales or use taxes unless such tax be described and shown separately on the face hereof. Buyer shall bear all taxes, if any, applicable to this sale, whether or not so described and shown.
8. Buyer shall indemnify, defend and hold Seller harmless from and against all claims, suits, judgments, cost, losses, expenses (including attorney's' fees) and liabilities from infringement (actual or claimed) of patents, copyrights or trademarks arising from compliance with Buyer's design, specifications or instructions and the fulfillment of Buyer's order.
9. It is the desire of Seller to meet requested delivery schedules. However, Seller will not incur any liability arising out of any delay in delivery for any reason other than an arbitrary refusal of Seller to perform. Delivery dates furnished by Seller represent the best estimates of the time required to make the shipment.
10. The terms and provisions of this quotation shall be controlling. Any objection to any term hereof must be in writing and shall not be timely unless received by Seller within five days of Buyer's receipt hereof. If Buyer shall make timely objection to any term hereof, Seller shall have the right to withdraw its acceptance and this acknowledgment. If Buyer raises no objection to any term hereof prior to delivery by Seller, Buyer shall conclusively be deemed to have accepted all of the terms and provisions of this quotation.
11. For prices quoted in currency other than US Dollars, fluctuations of $\pm 10\%$ against the US Dollar exchange rate will be reflected on actual invoice.
12. To ensure prompt payment and avoid late payment fees, payments should be processed accordingly:

<p>US Dollars Checks Send to: Ultralife Corporation PO Box 74951 Cleveland, Ohio 44194-4951 For Wires/ACH Ultralife Corporation Account # 329681260330 Routing # 021300077 SWIFT: KEYBUS33 Tax ID: 16-1387013</p>	<p>Sterling: Royal Bank of Scotland International Division P.O Box 450 5-10 Great Tower Street London EC3P 3HX England Sort Code:16-00-34 Swift: RBOSGB2L Iban:GB26RBOS16003412291629 Beneficiary: KeyBank NA, Cleveland For further credit to Ultralife Corporation Account No. 329681260330 Final Beneficiary Account: DE06512305000500128006</p>	<p>Euro: Neue Mainzer Str. 75 60311 FrankFurt Swift: Citideff Blz: 50210900 Iban: DE36502109004112017009 Beneficiary: KeyBank Na, Cleveland For further credit to Ultralife Corporation Account No. 329681260330</p>
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This order confirmation supersedes all previous quotations and proposals. The amounts stated in this document includes the price of goods purchased, and estimated taxes or duties, including without limitation any sales and use taxes, export and import taxes, custom duties, and similar charges, however all such estimates are subject to adjustment and final invoicing. All of same, to the extent applicable, shall be borne solely by the purchaser, whether or not accurately described. In the event purchaser is eligible for exemption from any of such taxes or duties, Ultralife Corporation will only forego collection of same upon timely submission by purchaser of all legally valid and effective documentation requested by Ultralife certifying exempt status.