



1205 Kimball Boulevard
Jasper, IN 47546
Phone 812.634.4000
Fax 812.634.4001

1. No terms and conditions other than those included on this Quotation shall be binding on Kimball Electronics Group, LLC (hereinafter Seller) unless accepted in writing, by an authorized Kimball Electronics Group, LLC representative from the Seller's home office located at 1205 Kimball Boulevard, Jasper, Indiana, 47546.
2. Seller warrants to the direct purchaser for 12 months from delivery that the goods will comply with the designs, specifications, drawings and descriptions as specified by the Purchaser and accepted by Seller and will be free of non-conformance in workmanship. There are no other warranties expressed or implied, other than those in this document. **ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller or any of its divisions or subsidiaries will not be liable for indirect, special, or consequential damages caused by the furnishing of any product or services or the subsequent use or performance thereof provided under this agreement. Seller's maximum liability shall not in any case exceed the contract price. Seller will repair or replace; at its option, any merchandise which is returned to it as defective and in which Seller has verified the alleged non-conformance.
3. Terms and conditions not specifically stated shall be governed by the Uniform Commercial Code of the State of Indiana. The inclusion of any term or terms in this Quotation shall in no manner whatsoever limit or restrict any right or rights provided to a Seller pursuant to the Uniform Commercial Code. This Quotation shall be construed according to the laws of the State of Indiana. Typographic and stenographic errors are subject to correction.
4. The Quotation and the Acknowledgement together with material explicitly incorporated therein by reference sets forth the entire and only agreement between the parties regarding the subject matter hereof and supersedes any and all prior or contemporaneous agreements, understandings or proposals whether written or oral, between the parties. In the event of conflict between any of the terms or conditions, those on the face of the Acknowledgement control, followed by those on the reverse side, followed by those on the Quotation and followed by those on any attachments.
5. No waiver of a breach of any provisions of the Quotation shall constitute a waiver of any other breach or waiver of such provision. Furthermore, if any term or provision is adjudged to be invalid or illegal or is struck down by a court of law or equity, the remaining terms and provisions shall continue in force. Any cause for action arising from this Quotation or breach of it, must be commenced within one year after the cause of action occurs.
6. Fulfillment of the order is contingent upon the availability of materials. Seller shall not be liable for any delay or for non-delivery caused by the occurrence of any contingency beyond the control of either the Seller or suppliers to the Seller. If any contingency occurs, Seller may allocate production and deliveries among Seller's Customers. If there is a delay in completion of shipment of the order due to any change requested by the Purchaser or delay on Purchaser's part in furnishing information or required material, the price agreed upon at the time of acceptance of the order is subject to change and the Seller will incur no liability as a result.
7. The material that is specified to be furnished by the Purchaser must meet agreed upon specifications, arrival schedules, quality, and be insured by the Purchaser. Seller shall not be held liable due to delays caused by materials that fail to meet the above provisions. If tooling and/or special equipment is required for the manufacture or supply of the goods covered by this acknowledgement, Purchaser will supply same or shall reimburse the Seller for his costs in providing such. Purchaser shall be responsible for insuring same against any loss or harm.
8. Purchaser agrees to hold the Seller harmless and defend and indemnify Seller against any suits, proceedings or causes of action brought against Seller for (a) patent and/or copyright infringement liability and (b) product liability when goods are made or services performed to Purchaser's designs and specifications.
9. In accordance with Executive Order No. 11246, as amended, and the ASPR, the Seller agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, handicap, disabled veteran, Vietnam-era veteran, or religion. The Seller will take affirmative action to ensure that the Equal Employment Opportunity is implemented in employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. All other applicable provisions of the Rules and Regulations of the Office of Federal Contract Compliance, Department of Labor are hereby incorporated by reference.

10. Any knowledge or information which the Purchaser shall have disclosed or may hereafter disclose to the Seller, and which in any way relates to the goods or services covered by this Quotation, shall not, unless otherwise specifically agreed to in writing by the Seller, be deemed to be confidential or proprietary information, and shall be acquired by the Seller, free from any restriction, as part of the consideration for the order.
11. Purchaser agrees to accept either overage or shortage not to exceed ten (10) percent. Purchaser shall pay pro-rata for this overage or shortage.
12. Should Purchaser change or cancel any quantities in the Purchaser's material schedule, the Purchaser shall pay to Seller reasonable cancellation charges for raw materials including those scheduled to be shipped, work in progress and finished goods.
13. In the event the material to be furnished hereunder is claimed to be non-conforming, the Seller shall be given ample opportunity for inspection or, upon request, shall be furnished with a sample of such material. All materials shall be furnished subject to the Seller's standard manufacturing and commercial variations and practice. Any claim must be made within 30 days after receipt of the materials shipped hereunder. Purchaser shall set aside, protect and hold such goods without further processing until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked or scrapped by the Purchaser without the express written authorization of the Seller.
14. The prices will be adjusted to the Seller's price in effect at the time of shipment. If there is a delay in completion of shipment of this order due to any change requested by the Purchaser or as a result of any delay on Purchaser's part in furnishing information or required materials, the price agreed upon at the time of acceptance of the order is subject to change.
15. If, in the Seller's judgement, the financial condition of the Purchaser at the time the merchandise is ready for shipment does not justify the terms specified, the Seller reserves the right to change these terms or to require full or partial payment in advance. Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Purchaser or other grounds for insecurity warrant such action. All sales are subject to the approval of Seller's credit department.
16. Delivery shall occur and risk of loss shall pass to Purchaser upon delivery of the material to the carrier at the point of shipment. Transportation shall be at the Purchaser's sole risk and expense, and any claim for loss or damage in transit shall be against carrier only.
17. The promised delivery date is the best estimate possible based upon current and anticipated engineering and/or manufacturing capabilities of when the product will be engineered and/or shipped. Seller assumes no liability for loss, damage or consequential damages due to delays.
18. If there are any material price increases due to market volatility, allocation, or other circumstances beyond the reasonable control of Seller, Seller reserves the right to pass any such increase along to the Purchaser. If there are any significant leadtime changes due to market volatility, allocation, or other circumstances beyond the reasonable control of Seller, Seller reserves the right to adjust the delivery schedule if deemed necessary.
19. The piece price is subject to review by the Purchaser and Seller on a regular basis and could be adjusted depending on such variables as the Purchaser's Engineering Change Orders, changing component market conditions, requirements or procedures added by the buyer, effects of cost reduction, etc.
20. If any component or materials purchased for the Purchaser become "excess" as a result of canceled or reduced purchase order quantities, or result from a Purchaser Engineering Change Order, the Purchaser shall pay Seller for such "excess" components or materials, including cancellation charges, that Seller is unable to dispose of or use.
21. For purposes of this contract, Kimball Electronics Group, LLC is the d/b/a name for Kimball Electronics, Inc. and any of their respective subsidiaries and or affiliates.