

STANDARD SALES TERMS AND CONDITIONS

The Sales Terms and Conditions ("Terms") as contained herein shall govern all sales of products (the "Products") Allied Motion Technologies Inc. and its subsidiaries (collectively "Allied Motion") to Buyer regardless of whether Buyer purchases the Products through the medium of written purchase orders or electronic orders via facsimile or EDI (collectively, "Purchase Orders"). Upon receipt by Buyer of an express acceptance by Allied Motion, these Terms, the information concerning the product ordered, number of units, the price per unit and the delivery date as noted on the face of the Purchase Order all as modified by Allied Motion's acceptance or order acknowledgment, whether in tangible or electronic form, become a binding contract between Buyer and Allied Motion on the terms reflected in those documents (the "Sales Agreement"). In case of a conflict between the Purchase Order and Allied Motion's written acceptance or order acknowledgment, Allied Motion's written acceptance or order acknowledgment prevails. In all cases, any and all terms and conditions as may be contained on the reverse side of any request for quotations, request for bids, purchase orders, payments and similar documents issued by Buyer are hereby expressly rejected in their entirety and shall have no force or effect. Allied Motion is not responsible for typographical or clerical errors made in any quotations, orders or publications. All such errors are subject to correction.

1. **SPECIFICATIONS:** The specifications applicable to the Products shall be Allied Motion's standard specifications or, in the case of items other than Allied Motion's standard Products, such specifications as are agreed to in writing signed by both Allied Motion and Buyer.

2. **CHANGES:** Allied Motion reserves the right to make process and design changes in the Products which do not adversely affect form, fit or function without the prior approval of or notification to Buyer. Buyer may request changes in process, design or method of shipment of the Products only if Buyer agrees to accept such changes in delivery times or price which are, in Allied Motion's judgment, reasonably necessitated thereby. Should Buyer request changes, which are, in Allied Motion's judgment, beyond the ability of Allied Motion to produce or deliver within the schedule or for the price proposed by Buyer, Allied Motion shall have the right, in its sole discretion and without liability, to reject or cancel Buyer's order. If production on the order has commenced or expenses have been incurred or commitments made as a consequence thereof, Buyer shall pay all reasonable cancellation charges based on Allied Motion's costs and commitments.

3. **SHIPMENT:** The method of packing and shipment of the Products sold hereunder shall be at the discretion of Allied Motion, unless special written instructions have been received by Allied Motion no less than five (5) days prior to shipment.

4. **DELIVERY:** The delivery schedule appearing on the face side of Allied Motion's quotation or order acknowledgment is approximate only. Allied Motion will make reasonable efforts to deliver in accordance therewith but shall have no liability for failure to do so. Pro rata payments will be due from Buyer as deliveries are made by Allied Motion. If a delivery is delayed as a result of any action or inaction of Buyer, Allied Motion may invoice Buyer for the Products as of

the scheduled delivery date and may charge Buyer for warehousing and other expenses incurred because of the delay.

5. **EXCUSABLE DELAY:** Allied Motion shall not be liable for delays or defaults in delivery due to acts of God or public enemies, war or military activity, riots, insurrection or sabotage, acts or threats of terrorism, fires, floods, explosions or other catastrophes, unusually severe weather, accidents, epidemics or quarantine restrictions, acts of local, state or national governments or public agencies, labor disputes or shortages, energy or material shortages, utility or communication failures or delays, delays of a supplier of Allied Motion, or causes beyond reasonable control. In the event of any such delay, the date for delivery shall be deferred for a period equal to the time lost by reason of the delay.

6. **DOMESTIC DESTINATIONS ONLY:** Allied Motion's obligation with respect to delivery ceases upon its tendering possession of the Products to the first common carrier at Allied Motion's facility. Thereafter, all risk of damage, loss or delay in transportation shall be borne by Buyer.

7. **FOREIGN DESTINATIONS ONLY:**

(a) Ownership, right to possession, legal title and all risk of loss or damage to the Products shall pass to the Buyer upon Allied Motion's tendering of possession of the products to the first common carrier at Allied Motion's facility or to the Buyer's designated freight forwarder at Allied Motion's facility. These terms of ownership, right to possession, title and risk of loss or damage shall apply regardless of how the Products are shipped, for whom they are designed, the time or method of payment, and the commercial abbreviations or other terminology used to describe the sale.

(b) Buyer shall, upon request, take all actions and provide all certificates, undertakings or other documents required to enable Allied Motion to export the Products from the country of manufacture. When the Products arrive at a foreign point of entry, Buyer shall take all actions and pay all duties, taxes or other costs necessary to import them.

8. **PRICES:** The prices stated on the face of Allied Motion's quotation shall apply to Products scheduled for shipment no more than twelve (12) months from the date of receipt of Buyer's order by Allied Motion. Allied Motion reserves the right to increase its prices for later shipments upon ninety (90) days written notice. Buyer shall have thirty (30) days from the date of such notice to cancel its order, without charge, with respect to any Products not scheduled for shipment prior to the effective date of the price increase. All costs of shipping the Products to Buyer, including without limitation, freight, insurance (for either Buyer's or Allied Motion's benefit) and special packing or handling, shall be in addition to the stated prices and shall be paid by Buyer. All invoices issued by Allied Motion are due and payable within thirty (30) days following the date of the invoice. Payment of all sums invoiced to Buyer shall be in U.S. Currency. Allied Motion shall be entitled to interest on all unpaid sums from the due date at the rate of 1.5% per month or the maximum rate by law, whichever is less.

9. **TAXES:** In addition to the stated prices, Buyer shall pay Allied Motion the amount of any excise, sales, use or other taxes incident to the sale of Products hereunder for which Allied Motion may be liable or which Allied Motion is required by law to collect unless Buyer provides Allied Motion with a proper tax exemption certificate.

10. **WARRANTY:** Allied Motion warrants that the Products sold to Buyer hereunder, with the exception of Experimental Products, will be free from defects in material and workmanship furnished by Allied Motion and will conform to the applicable mutually agreed upon specifications. This warranty shall apply only where Buyer has given Allied Motion written notice of such defect or nonconformity within twelve (12) months following the date of Allied Motion's invoice for the sale of such Products by Allied Motion. Buyer shall return to Allied Motion any Product claimed by Buyer to be nonconforming for warranty validation purposes. Any returned Product that is determined by Allied Motion to be within specifications shall be returned to Buyer at Buyer's sole cost and expense. This warranty does not extend to any Product that has been subjected to abuse, misuse, neglect or accident or stored in an improper manner nor does it apply to any Product that has been repaired or altered by any party other than Allied Motion. Allied Motion's liability for any Product that is validated by Allied Motion as defective or nonconforming, whether based on breach of warranty, negligent manufacture or product liability is exclusively limited to repair or replacement, at Allied Motion's election, of such Products. Allied Motion assumes no risk and shall be subject to no liability for any damages or loss resulting from the specific use or application made of the Products. **THE FOREGOING WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION, QUALITY, PRODUCTIVENESS, OR OTHERWISE.**

11. **RETURNS:** Written authorization must be obtained from Allied Motion prior to the return of any Products for any reason including return for repair, replacement or credit. Issuance of credit for any returned Products shall be made at Allied Motion's option upon Buyer's request. Allied Motion shall have the right prior to return to inspect, at Buyer's plant, any Products claimed to be defective or nonconforming. Risk of loss or damage to any Products returned to Allied Motion for adjustment shall remain with Buyer until they are received by Allied Motion. Shipping charges for returned Products will be paid by Allied Motion only for Products repaired or replaced pursuant to warranty. Otherwise such charges will be Buyer's responsibility.

12. **EXPERIMENTAL PRODUCTS:** If Allied Motion delivers Product identified as "prototypes", "samples", "for engineering approval", "for evaluation" or terms of similar import, Buyer agrees that such Products are confidential and experimental in nature, that Buyer will limit the availability of such only to those of its employees as are necessary to carry out the testing and evaluation contemplated by the parties and to no others without the prior written consent of Allied Motion, and that all information concerning such Products received or generated by Buyer shall be and remain the proprietary property of Allied Motion and shall not be disclosed to any third party. Buyer's receipt, use and evaluation of such Products shall be at Buyer's sole risk. It is anticipated that changes may be made in the manufacture of such Products based on such tests and, therefore, Buyer shall communicate to Allied Motion the data accumulated during its testing and evaluation of the Products. Buyer shall return all such Products covered under this paragraph 12 to Allied Motion within ten (10) days following Buyer's receipt of Allied Motion's written request therefor. Buyer shall not compile, decompile, reverse engineer, disassemble or otherwise copy or reduce to practice any such Products so delivered hereunder.

13. **TOOLING:** Unless the Buyer pays the full cost of special tooling and other equipment necessary to manufacture the Products as a separately identified charge in a separately issued purchase order that is acknowledged and accepted by Allied Motion in writing, such tools and equipment shall remain the sole property of Allied Motion. Allied Motion may charge Buyer for the cost of maintenance and rework of such tools and equipment owned and provided by Buyer. Notwithstanding the foregoing, however, Allied Motion shall retain all rights in and to any and all intellectual property that may be contained or embodied in the Tooling irrespective of whether or not Buyer has paid the full cost of any such Tooling.

14. **INFRINGEMENT:** Subject to the conditions and limitations as provided for herein, Allied Motion will defend and indemnify Buyer against so much of any claim, suit, action or proceeding (“Claim”) as alleges that the Product, in the form supplied to Buyer, infringes a valid U.S. patent or copyright, and Allied Motion agrees to pay all reasonable litigation and settlement costs and attorney’s fees incurred by Buyer in connection with any such Claim. Allied Motion shall have no obligation for any costs, fees or expenses incurred by Buyer without Allied Motion’s prior written consent, any Claim arising out of any similar product, or any special, consequential or incidental damages arising out of any Claim. This indemnity will not apply unless Buyer (a) gives written notice to Allied Motion within fifteen (15) days of receipt of service of any such Claim and informs Allied Motion in writing of any subsequent communications regarding same; (b) fully cooperates with Allied Motion in the defense of the Claim; and (c) provides Allied Motion with information and assistance in defending the Claim. Allied Motion shall have sole control of the defense of the Claim and of all negotiations for its settlement or compromise. This indemnity shall not apply to any Claim, or portion thereof, that arises from any negligent or willful act or omission by or attributable to Buyer, use or operation of the product in combination with materials of others, or any addition to or modification of the product, use of other than the current unaltered product or to any aspect of the Product that is designed, either in whole or in part, by Buyer. Upon receipt of notification of actual or alleged infringement of any patent, trademark, trade secret, copyright or any other proprietary right, Allied Motion shall, at its option either (i) defend the allegation of infringement; (ii) modify the design of the challenged product; (iii) negotiate a reasonable licensing arrangement that permits Buyer to continue using the challenged product; (iv) substitute a non-infringing product which meets or exceeds the requirement and specifications of Buyer; or (v) terminate this Contract without further liability.

15. **PROPRIETARY RIGHTS:** Sale of the Products or the provision of prototypes or other items under section 12 above to Buyer does not convey a license, implied or otherwise, under any patent, trademark, copyright or any other intellectual property or right in which Allied Motion has an interest, nor does it any convey rights to any descriptive data, including, but not limited to, Allied Motion's drawings, secrets, processes or tooling. Buyer does hereby acknowledge and agree that Allied Motion owns and does retain all right, title and interest to any and all intellectual property of whatever nature as may be embodied in any Product, prototypes or other times as may be sold or provided to Buyer hereunder.

16. **FINANCIAL RESPONSIBILITY:** In the event that Buyer fails to fulfill the terms of payment for any shipment of Products or if Allied Motion shall have a reasonable doubt at any time as to Buyer’s ability to pay for Products ordered Allied Motion may, at its option and without liability, (i) change the terms of payment or (ii) defer further production and shipments until satisfactory performance has been made by Buyer and Allied Motion is satisfied as to Buyer’s financial

ability; such change or deferment shall not prejudice any claim for damages Allied Motion may otherwise have against Buyer.

17. CANCELLATION:

(a) Allied Motion may, at its option and without liability, cancel Buyer's order if: (i) Buyer's payments are in default or Buyer breaches any material provision hereof, (ii) any cause specified in Paragraph 5 hereof ("Excusable Delay") makes it commercially impracticable, in Allied Motion's judgment, to deliver the Products within a reasonable time, or (iii) Buyer becomes insolvent or the subject of a proceeding under any bankruptcy law. Such cancellation shall not prejudice Allied Motion's rights to any amounts then due or affect any other rights Allied Motion may have under applicable provisions of controlling law.

(b) Buyer may cancel the remaining unfilled portion of its order upon forty-five (45) days written notice to Allied Motion prior to the delivery date. Payment of reasonable cancellation charges invoiced by Allied Motion may include, among other items, the profit that would have been made on the cancelled portion of the order taking into account the Products already produced or in process, the expenses already incurred and the commitments already made as a consequence of the order. In no event will the cancellation charges exceed the purchase price of the cancelled Products.

18. CLAIMS: Claims for shortages, incorrect materials or invoicing errors must be made by Buyer within five (5) days after receipt of shipment. Claims for non-receipt of shipment must be made within five (5) days after receipt of Allied Motion's invoice. If Allied Motion has agreed to pay for any transportation charges, claims for such charges must be made within ninety (90) days after shipping date.

19. PRODUCT LIABILITY: Buyer shall indemnify and hold harmless Allied Motion, its directors, officers, agents and employees against all expense, loss, costs, damage or liability, including attorney's fees, arising from any claim or action for Product defect where the alleged defect relates to design, labeling or manufacture specifications supplied by Buyer. At the request of Allied Motion, Buyer shall defend at its own expense all such claims or actions, provided that Allied Motion shall be entitled, at its election, to participate in such defense.

20. LIMITATION OF LIABILITY: ALLIED MOTION'S LIABILITY FOR DEFECTIVE OR NONCONFORMING PRODUCTS, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENT MANUFACTURE OR PRODUCT LIABILITY, IS EXCLUSIVELY LIMITED TO REPAIR OR REPLACEMENT, AT ALLIED MOTION'S ELECTION, OF SUCH PRODUCTS. ALLIED MOTION ASSUMES NO RISK AND SHALL NOT BE SUBJECT TO ANY LIABILITY FOR ANY DAMAGES OR LOSS RESULTING FROM THE SPECIFIC USE OR APPLICATION MADE OF THE PRODUCTS. ALLIED MOTION'S LIABILITY FOR ANY OTHER CLAIM, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE OR PRODUCT LIABILITY, RELATING TO THE PRODUCTS SHALL NOT EXCEED THE PRICE PAID BY BUYER FOR SUCH PRODUCTS. IN NO EVENT SHALL ALLIED MOTION BE LIABLE FOR ANY COVER DAMAGES OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, AND CLAIMS OF THIRD PARTIES, HOWSOEVER CAUSED, WHETHER BY THE NEGLIGENCE OF ALLIED MOTION OR OTHERWISE.

21. **COMPLIANCE WITH LAWS:** Allied Motion warrants and certifies that it complies with all applicable statutes, rules, regulations and orders including those pertaining to labor, wages, hours and other conditions of hiring and employment.

22. **U.S. GOVERNMENT CONTRACTS:**

(a) If the Products are to be used in fulfilling a contract with the United States Government, Allied Motion will comply with all mandatory requirements of such contract which are applicable to Allied Motion, provided that Allied Motion has received written notice of such requirements from Buyer in sufficient time to incorporate their impact into the price and delivery schedule for such Products. In addition, Allied Motion may at its option adopt any provisions of FAR or other federal statutes or regulations which are applicable to Allied Motion.

23. **AUDITS:** Buyer shall not have the right to audit or examine Allied Motion's financial records pertaining to the Products sold hereunder.

24. **WAIVER:** Failure by Allied Motion to insist upon strict performance of any provision hereof by Buyer shall not be deemed to be a waiver by Allied Motion of its rights or remedies, or a waiver by it of any subsequent default by Buyer.

25. **ASSIGNMENT:** Buyer shall not assign any of its rights or obligations hereunder without the prior written consent of Allied Motion. Any attempted assignment without Allied Motion's express written consent shall be void and of no effect.

26. **NOTICES:** Any notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective when delivered personally or electronically transmitted (later confirmed in writing) or, if mailed, three (3) days after air mailing, postage prepaid.

27. **CORRECTIONS:** Clerical errors, typographical errors or obvious errors or omissions in any sales quotes, order acknowledgements, invoices and other similar sales related documents are subject to correction by Allied Motion.

28. **SEVERABILITY:** In the event that one or more provisions hereof should be held to be unenforceable in any respect, this document shall be construed as if such unenforceable provision(s) had not been contained herein.

29. **ENTIRE AGREEMENT:** These terms and conditions supersede all other agreements, representations, warranties, undertakings and understandings of the parties with respect to the subject matter hereof and may not be modified except by a written document signed by an authorized employee of Allied Motion. If Buyer and Allied Motion have executed an overriding agreement covering the sale of Products to which this document relates, the terms of said overriding agreement shall prevail over the terms stated herein to the extent of any conflict.

30. **GOVERNING LAW, VENUE FOR DISPUTES AND WAIVER OF JURY TRIAL:** Seller's sale and Buyer's purchase of Products hereunder shall, in all respects, be governed by the laws of the state of New York, USA, without regard to its conflicts of laws provisions and the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention).



The Parties agree that venue for any action brought by either Party with respect to this agreement shall be brought in any state or federal court in the state of New York having competent jurisdiction. Each of the Parties hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury with respect to any action, suit or proceeding directly or indirectly arising out of, under or in connection with this Agreement, or any transaction contemplated hereby.