

Purchase Order Terms and Conditions

Universal Electronics Inc. (“Buyer”)

The Purchase Order issued to the Supplier (“Supplier”) is subject to the following express terms and conditions:

1. **ACCEPTANCE:** This Purchase Order constitutes Buyer’s offer and acceptance and is expressly limited to the terms herein unless otherwise agreed to in writing by the Buyer. This offer becomes a binding contract on the terms set forth herein either upon receipt by Buyer of the acknowledgement copy executed by Supplier or by performance by Supplier. If any document of Supplier conflicts with, contradicts or adds to any provision, term, or condition of this Purchase Order, it is hereby rejected (unless otherwise agreed to in writing by the Buyer) and the provisions, terms and conditions of this Purchase Order, by such acceptance, shall constitute the whole agreement between the parties.
2. **DELIVERY BY SUPPLIER:** Supplier shall be required to put the goods ordered under this Purchase Order in the possession of a carrier designated by Buyer or, if a carrier is not designated, Supplier shall use a commercially reasonable carrier and contract for their transportation, provided, however, if goods are purchased F.O.B Buyer’s place of business, Supplier will pay all charges and assume all risks in shipping the goods to Buyer’s business, all of which shall be done in a commercially reasonable manner. If the goods ordered or any portion thereof are not delivered by the delivery date specified in this Purchase Order, Buyer shall have the right at its own discretion to (i) request Supplier to use expedited transportation methods with any excess cost and expense being borne by Supplier to deliver the goods within a specific time designated by Buyer; (ii) reduce the price for the goods that are delayed at a rate of five percent (5%) per week and up to a maximum of twenty percent (20%); or (iii) terminate the affected Purchase Order without penalty or liability and purchase the goods from other suppliers with any excess cost and expense being borne by Supplier. Title of the merchandise will transfer to Buyer upon delivery of merchandise.
3. **SUPPLIER’S REPRESENTATIONS AND WARRANTIES:** Supplier represents and warrants to Buyer, in addition to all warranties implied by law, that each item of merchandise described in the Purchase Order and all services described in this Purchase Order shall (a) be free from defects in design, workmanship, or materials including, without limitation, such defects as could create a hazard to life or property; (b) be suitable for use under, be manufactured, labeled, and packaged for shipment in accordance with, and where required, be registered under all applicable laws and all orders, regulations, and standards promulgated thereunder; (c) not infringe or encroach upon any third parties personal, contractual, intellectual or proprietary rights, including patents, trademarks, trade names, copyrights, rights of privacy or trade secrets; (d)

conform to all specifications and other descriptions set forth or incorporated herein and all articles accepted by Buyer as merchandise samples; and (e) will possess all performance qualities and characteristics claimed in advertisements or printed materials furnished or authorized by Supplier. Supplier's representations and warranties herein shall survive the delivery of merchandise to Buyer and any resale of merchandise by Buyer. Supplier agrees to defend, indemnify and save harmless the Buyer and its affiliates and subsidiaries from any and all claims, suits (including reasonable attorney's fees and costs of settlements, liabilities, damages, lawsuits or expenses asserted against or incurred by Buyer by reason of the use of Supplier's merchandise by customers of Buyer or others, and Supplier agrees to secure suitable product and contractual liability insurance coverage providing for the investigation, defense, and settlement of any such claim and upon request to furnish Buyer with certificates evidencing same.

4. STATEMENT OF CONFLICT MATERIALS: Supplier is aware that Buyer and its affiliated companies are required to be DRC Conflict Free in all products which it manufactures. To this end, Supplier represents that either (a) all products/goods to be sold to Buyer will be completely DRC Conflict Free, as the term is defined in relation to the United States Dodd- Frank Wall Street Reform and Consumer Protection Act of 2010 section 1502, or (b) it cannot confirm that all products/goods to be provided to Buyer will be DRC Conflict Free but Supplier will work with Buyer to ensure that to the best of its knowledge and ability all products/goods to be provided to Buyer will be DRC Conflict Free. Further, Supplier agrees that it will cooperate with Buyer's periodic requests to capture information regarding the source of tin, tungsten, tantalum and gold ("3TG Minerals") and cobalt in all products/goods provided to Buyer. If Buyer is not reasonably satisfied with Supplier's written plan or response regarding DRC Conflict Free compliance, or with Supplier's information regarding the source of 3TG Minerals, Buyer shall have the right to cancel this Purchase Order on a non-cancellation charge basis. Any questions regarding Buyer's DRC Conflict Free efforts may be directed to the following e-mail address: UEIConflictMinerals@uei.com.
5. SPECIFICATION ALTERATION OR MODIFICATION: (a) Buyer may notify Supplier in writing of any alteration or modification of the specifications of the merchandise which Buyer wishes to make, and Supplier shall be deemed to have accepted Buyer's proposed alteration or modification without additional cost to Buyer and without enlargement of Supplier's time for performance unless Supplier, within 10 days following receipt of Buyer's notice, notifies Buyer in writing of the resultant changes in cost and/or time for performance; and (b) Buyer shall have the right to make, from time to time, changes as to packing, testing, destination, designs, and delivery schedule relating to the goods cover by the Purchase Order.
6. TOOLING: All tools, dies, molds and similar items employed in the manufacture of the merchandise shall be furnished at Supplier's expense unless otherwise specifically provided for in writing.

7. SERVICE AND REPLACEMENT PARTS: In the case of any merchandise requiring after-sale servicing and/or supply of parts, Supplier shall, for a two (2) year period following the last delivery of merchandise covered by this Purchase Order, continue to supply to Buyer those materials, parts, and other items for the goods which Buyer requires a continual supply of in order to ensure that Buyer can provide after-sales services for Buyer's customers.
8. QUALITY CONTROL: Supplier shall maintain an adequate quality control program so as to assure that the merchandise shall meet the specifications herein as to appearance, performance, reliability and durability, and Supplier shall from time to time furnish to Buyer, at Buyer's request, results of such programs.
9. LISTING AND OTHER APPROVALS: Supplier shall, at its expense, obtain approvals and ratings of the merchandise from testing or rating institutions where such approvals or ratings are required by law or government regulators or are customarily provided under generally accepted industry practices. If this Purchase Order covers plug-in electric merchandise, the merchandise will be covered by a 'listing' issued by Underwriters' Laboratories Inc.
10. TRADEMARKS: If this Purchase Order covers merchandise which bears Buyer's private labeling trademarks, service marks, trade names, distinctive words, copyrights, logos, pictures or designs ("Properties"), Supplier shall not under any circumstances sell or otherwise transfer such merchandise to third persons unless approved by Buyer in writing. All of Supplier's Properties shall continue to belong to Supplier.
11. SPECIAL BUYER FEATURES: All merchandise designs, software, database, mechanical features and deliverables which have been supplied by Buyer to Supplier, which have been specifically created or developed for Buyer by Supplier, or which are distinctive to Buyer's private label merchandise (collectively "Special Features"), shall be the property of Buyer and shall be used only in merchandise manufactured for Buyer. Buyer may use the Special Features in merchandise manufactured by others and obtain such legal protection as may be available for the Special Features including, without limitation, patents, design patents, copyrights and trademarks. Supplier shall execute any and all instruments deemed by Buyer to be necessary or desirable to obtain such protection in all countries of the world.
12. TAXES: Supplier agrees that, unless otherwise indicated in this Purchase Order, (a) the prices herein do not include any tax from which Supplier, Buyer, this transaction or the procurement of these items is exempt, and (b) the prices herein include all applicable federal/national and state taxes in effect at the date of this Purchase Order. Supplier agrees to accept and use tax exemption certificates when supplied by Buyer if acceptable to the taxing authorities. In case it shall be determined that any tax included in the prices hereunder was not required to be paid by Supplier, Supplier agrees to notify Buyer and upon request, and at Supplier's expense, to make prompt application for the

refund thereof. Unless otherwise noted, and item covered herein will become a component part of the product manufactured by Buyer and is bought for further manufacture or resale, and no retail sales or use tax is applicable.

13. **PRODUCTS LIABILITY INSURANCE:** Unless otherwise agreed by the parties in writing, during the three (3) year period following the delivery of merchandise, Supplier shall maintain and pay for commercial liability insurance relating to such merchandise in amounts not less than the following: (a) with respect to bodily injury liability One Million United States Dollars (USD\$1,000,000) for each occurrence and Two Million United States Dollars (USD\$2,000,000) aggregate per policy year; (b) with respect to property damage liability One Million United States Dollars (USD\$1,000,000) for each occurrence and Two Million United States Dollars (\$2,000,000) aggregate per policy year. This insurance shall (a) be extended to include "Vendor's coverage", (b) name Buyer as an additional insured with respect to such "Vendors Coverage", and (c) be written with such insurance companies and contain such provisions as shall be satisfactory to Buyer. Supplier shall furnish Buyer with certificates of insurance confirming the existence of such insurance as stipulating that the insurer will give Buyer at least ten (10) days written notice prior to any cancellation of or material change in such insurance.

14. **INDEMNIFICATION:** Supplier will indemnify and hold harmless Buyer, its affiliates, subsidiaries, agents and employees from and against any and all loss, liability or damage, including attorney's fees and costs of settlement, which shall arise out of or result from any of the following: (i) any injury to person or property arising or resulting from any actual or alleged defect in the merchandise or any act or omission of Supplier or Supplier's agents, employees or subcontractors with respect to the merchandise, or (ii) the alleged existence by any third party of any state of facts concerning the merchandise which if true could constitute a breach of any representation, warranty or other obligation of Supplier under this Purchase Order, including but not limited to claims for intellectual property infringement and product defects. In the event any action or proceeding based upon any of the matters referred above is brought against Buyer or its agents or employees, Buyer will promptly notify Supplier and Supplier shall resist and defend such action or proceeding by a reputable counsel retained at Supplier's expense.

15. **BUYER'S REMEDIES:** Any merchandise (i) not in compliance of the specifications and requirements hereof (or any other agreed-upon standards between Buyer and Supplier), or (ii) shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for merchandise herein described, or (iii) allegedly violating any statute, ordinance or administrative order, rule or regulation, or not packaged, tagged, labeled, invoiced, or (iv) not stamped in compliance with applicable law, rule or regulation, or (v) allegedly infringing any patent, trademark or copyright, or other intellectual property may be rejected by Buyer and returned or held at Supplier's expense and risk. Buyer may charge to Supplier all expense of unpacking, examining,

repacking, storing and reshipping of any merchandise rejected as aforesaid. Buyer's right to reject and return or hold merchandise at Supplier's expense and risk shall, without limiting such right, extend to merchandise sold to Buyer which is returned by Buyer's customers for any reason entitling Buyer to reject, Buyer may, at its option, require Supplier to grant a full refund or credit to Buyer, in lieu of replacement, with respect to any item which Buyer is entitled to reject hereunder. Any repairs, replacement or refund shall be completed by Supplier within the reasonable time designated by Buyer.

16. **RIGHT TO CANCEL PURCHASE ORDER:** Buyer's production schedules are based upon the agreement that items will be delivered to Buyer or its designee by the date specified on the face of this Purchase Order. Time is therefore of the essence. If any anticipated or actual delays arise, Supplier shall notify Buyer immediately of the delay and its cause. Notwithstanding such notification, if deliveries are not made at the time agreed upon, Buyer reserves the right to cancel this Purchase Order without any liability or penalty, purchase suitable substitute product elsewhere and hold Supplier accountable for loss incurred by Buyer. Buyer shall also have the right to cancel this Purchase Order without penalty, purchase suitable substitute product elsewhere and hold Supplier accountable for loss incurred by Buyer in the event that: (a) Supplier shall default in any other way in the performance of the terms of this Purchase Order, (b) Supplier shall so fail to make progress in the performance of the terms of this Purchase Order as to endanger its timely completion; (c) Supplier shall cease to conduct this operations in the normal course of business or become insolvent or make a general assignment for the benefit of creditors; (d) any proceedings shall be commenced by or against Supplier under any bankruptcy, insolvency, dissolution, reorganization or liquidation act; or (e) a trustee, receiver, liquidator or conservator for Supplier shall be applied for or appointed.

17. **RECALL:** When there is reliable information which reasonably supports Buyer's conclusion that a number of items of merchandise fail to meet any law or government regulation or standard or contain defects or hazards which could cause death or serious bodily injury to any person, or property damage in a substantial amount, Buyer may notify the Consumer Product Safety Commission or such other governmental agency having jurisdiction and Buyer, at Supplier's expense, shall do whatever is requested by the applicable governmental agency, including but not limited to locating, identifying and notifying customers and recalling such merchandise. In the event Supplier formulates a voluntary plan or enters into any agreement with any governmental agency regarding the recall of merchandise sold to Buyer hereunder, Supplier shall obtain Buyer's written approval of the terms of any such plan or agreement upon recalling such merchandise. Supplier shall repair or replace such merchandise, or otherwise discharge at Supplier's expense, the obligations imposable upon a manufacturer or Supplier of hazardous products under the applicable law or government regulations or standards.

18. **FORCE MAJEURE:** Buyer reserves the right to cancel all or any part of this Purchase Order which has not actually been shipped by Supplier, in the event Buyer's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God, pandemic, public health emergency, or any other cause, whether like or unlike the foregoing, if beyond the reasonable control of Buyer.
19. **SET OFF:** Buyer may set off against any amounts payable to Supplier all present and future indebtedness of Supplier to Buyer arising from this or any other transaction or occurrence. Buyer will provide Supplier with reasonable notice of such set off.
20. **RISK OF LOSS FOR RETURN OF MERCHANDISE:** The risk of loss with respect to merchandise returned to Supplier pursuant to this Purchase Order shall be upon Supplier. In the event of a dispute with respect to the return of merchandise, Buyer chargeback forms shall be prima facie evidence that the merchandise was returned by Buyer, and the burden shall be upon Supplier to show by clear and convincing evidence that such merchandise was not returned by Buyer. It shall be conclusively presumed that all such returns relate to the invoices listed on the payment statement on which such returns appear.
21. **ASSIGNMENT AND SUBCONTRACTING:** The obligations to perform under this Purchase Order may not be assigned or subcontracted in whole or in part by Supplier, nor may any assignment of any moneys due or to become due hereunder be made by Supplier without, in each case, Buyer's prior written consent. If Buyer shall consent to an assignment of this Purchase Order, all claims for moneys due or to become due from Buyer shall nevertheless be subject to deduction by Buyer for any set-off or counterclaim arising out of this or any other of Buyer's Purchase Order with Supplier, whether such set-off or counterclaim arose before or after any such assignment by Supplier. Buyer may cancel this Purchase Order without liability or penalty in the event Supplier makes any unauthorized assignment of, or subcontracts performance.
22. **USE AND TRANSFER OF MERCHANDISE:** Merchandise ordered by Buyer through this Purchase Order may subsequently be transferred or sold by Buyer to Buyer's affiliates or subsidiaries through internal transfer. All warranties, representations and covenants made by Supplier herein will survive such transfer and continue in full force and effect.
23. **WAIVER:** The failure of either the Buyer or the Supplier to insist, upon the performance of any of the terms, covenants, or conditions of this Purchase Order or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto or the future exercise of such right, but the obligation of such other party with respect to such future performance shall continue in full force and effect.
24. **CONFIDENTIALITY:** Except where otherwise required by law, Supplier shall not,

without prior written consent of Buyer, disclose the existence or terms of this Purchase Order or otherwise identify itself as a supplier of merchandise to Buyer. To the extent that a separate Confidentiality Agreement has been executed by Supplier and Buyer, the terms of such Confidentiality Agreement shall be incorporated herein by reference.

25. GOVERNING LAW AND VENUE: This Purchase Order and the performance of its terms and requirements shall be construed, interpreted, and the right of the parties determined in accordance with the laws of the State of Arizona, excluding its conflict of law rules and principles. The United Nations Convention on Contracts for International Sale of Goods (CISG) does not apply to this Purchase Order and is specifically excluded. Any dispute arising out of or relating to this Purchase Order shall be first settled by the parties through consultation and negotiation. If no resolution can be reached, the dispute shall be adjudicated in a court of competent jurisdiction located in Arizona, USA, and Buyer and Supplier hereby consent to the personal jurisdiction of such court located in Arizona, USA.
26. MISCELLANEOUS: (a) All rights and remedies granted to Buyer hereunder shall be in addition to and not in lieu of Buyer's rights and remedies arising by operation of law. (b) Any typewritten portions of this Purchase Order on the face of the Purchase Order shall supersede and cancel any contrary or inconsistent printed portions of this Purchase Order. (c) No modification of the terms of this Purchase Order shall be valid unless in writing and signed by the party to be bound. (d) Should any of the provisions of this Purchase Order or terms and conditions be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining provisions. (e) All the terms and conditions hereof shall apply to additional quantities of merchandise ordered by Buyer, except to the extent covered by a prior agreement. (f) Supplier agrees to follow the shipping and invoicing instructions issued by Buyer's Accounting Department unless otherwise specified on the face hereof. (g) All obligations of Supplier hereunder shall survive delivery of merchandise to Buyer and any resale of merchandise by Buyer, and (h) If Buyer and Supplier have entered into a master manufacturing or supply agreement ("MSA"), the terms of such MSA will prevail in the event there is any conflict between the MSA and the terms and conditions set forth herein.