

*Agreement in Entirety.* The attached Purchase Order (the "PO" or "Order") and these terms and conditions establish the entire agreement (together, this "Agreement") between Buyer and Seller. Short of a written statement approved by an authorized representative of Buyer, no term or condition of the order may be waived, changed or amended.

1) Terms, Conditions & Acceptance.

- (a) This Order supersedes any prior offers (quotes/proposals), negotiations, and/or agreements concerning the subject matter hereof and constitutes the sole and entire agreement between the Parties.
- (b) Seller acknowledges the issuance of the Purchase Order to Seller constitutes an offer expressly limited to the terms contained herein. The Purchase Order, expressly excludes any of Seller's general terms and conditions of sale, invoice or any other document issued by Seller in connection with this Purchase Order. Seller's acceptance of this Purchase Order is solely made conditional to assent to the terms hereof. Any addition, deletion or modification to these terms by Seller in Seller's acknowledgment form or otherwise communicated to Buyer shall be deemed a alteration of significance and is expressly objected to and hereby rejected by Buyer. Acceptance of this Purchase Order shall take place upon Seller's delivery of Items to Buyer in accordance with this Purchase Order. Unless acceptance of this Purchase Order is made within twenty (20) days of issue, Buyer reserves the right to rescind this offer and rejects acceptance by Seller of this Purchase Order. Buyer reserves the right to withdrawal any offer at any time in advance of acceptance.
- (c) All terms or conditions proposed by Seller, regardless of whether on Seller's quotes, invoices, acknowledgment forms or other documents, that are inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to in advance and in writing by Buyer. All modifications, changes, deletions or additions made effective with this order, must be made in writing and be signed by Buyer. These terms and conditions, accompanied by any referenced materials and documents, constitute the whole of the entire agreement between both Buyer and Seller with respect to the subject matter of this Order.
- (d) Pricing for the order will be the prices set forth in the order. Unless otherwise expressly stated in this Order the prices will be fixed.

2) Purchase Order Changes

- (a) Buyer may at any time, by written order, make changes within the general scope of this Order. Changes may include Product or Item, quantity, pricing, method of shipment, requested delivery date, etc. Buyer may reschedule the delivery of any goods at any time up to the time of shipment for a period of up to ninety (120) days beyond the delivery date, and Buyer shall not have any liability for any costs associated with such rescheduling.
- (b) Order for Items that are not considered custom to the Buyer and a prior Non-Cancelable, Non-Returnable Agreement was not in effect may be cancelled at any time. Orders where a prior Non-Cancelable, Non-Returnable Agreement was in place may be cancelled but only following agreement between both parties of the costs to be borne by Buyer.
- (c) Buyer may request return (with credit privileges) from Seller for Non-Custom Items that has been received by Buyer within the last ninety days.

3) Warranty

- (a) Seller agrees to warranty to Buyer that the Products at time of delivery will conform to Seller's then current documentation supplied with the Products. Seller further guarantees and warrants to Buyer that Products will be free from workmanship defects for a period of two-years from the date of receipt by the Buyer and this shall constitute the "Warranty Period".
- (b) Seller will at its sole option, repair or replace any Product or component part found by Buyer to be defective if notified, in writing within the Warranty Period, and the defective Product is returned to Seller prepaid. Buyer must first obtain shipping instructions from Seller prior to returning any defective Product under this warranty. All repaired/replaced Products are warranted for sixty (60) days or the remaining unexpired term of the original warranty, whichever is longer.
- (c) Seller shall perform any warranty repair services diligently in accordance with the applicable professional and industry standard of IPC. Seller shall perform the Services through the use of personnel and equipment appropriate for the type of Service to be provided and will use its best efforts in performing the Services.
- (d) The warranty set forth in this section is fully transferable and assignable to third party purchasers, subsidiaries and affiliates of Buyer.

4) Delivery of Goods

- (a) Time is critical for the delivery Products under this PO. Seller shall deliver Products in conformance with all requirements of the Purchase Order, including schedule and shipping directives. If Seller does not make deliveries as specified on the face of this PO, with prior acceptance by Seller, Buyer reserves the right to cancel and hold Seller accountable for all reasonable costs and expenses incurred by Buyer as a result. Without prior, written approval, Seller shall not substitute other items or revise specifications from those specified in the PO. Unless otherwise expressly permitted in this PO, Seller shall not deliver Product(s) more than seven (7) days in advance of the delivery date recorded in this PO. In the event of an early shipment, Buyer may, at its sole discretion, either retain or return the Product(s) at Seller's expense. If Buyer elects to retain the Product(s), Buyer will not issue payment for such Product(s) until such time that payment would have been due if such Product(s) had been delivered in accordance with the scheduled delivery date.

5) Risk of Loss

- (a) Seller shall ensure proper packaging of Products contained in this order or hereunder. No additional charges will be allowed for costs associated with freight, packaging, crating, and or any other services unless so agreed in advance and specified in this Order. For domestic (United States) Products purchased the default freight terms will be prepay and allow, with FOB destination. Buyer's purchase order number(s) must appear on all shipping labels, documents and correspondence.

6) Inspection

- (a) All custom manufactured items and deliverables specified on an order or resulting from the performance of the Services ("Deliverable Goods") are subject to Buyer's inspection and testing. Defective Items or Deliverable Goods, or Items or Deliverable Goods not in accordance with the specifications, may be rejected and held for Seller's instruction at Seller's expense and risk, and if Seller so directs, Buyer will return the defective Items or Deliverable Goods to Seller, at Seller's cost and expense. If inspection discloses that part of the Items or Deliverable Goods received are not in accordance with the specifications, Buyer shall have the right to cancel any unshipped portion of the order and go elsewhere and hold Seller accountable. Payment for Items, Services or Deliverable Goods prior to inspection shall not constitute acceptance thereof or of any Services and is without prejudice to any and all claims that Buyer may have against Seller. Notwithstanding inspection and payment, Seller shall, at all times, be responsible and liable for latent defects.

7) Payments, Taxes, Duties

- (a) Unless agreed to in writing elsewhere, terms of payment shall be net forty-five (45) days from Buyer's recording of inspection. Inspection shall take no longer than 96 hours from receipt of product.
- (b) Unless agreed to in writing elsewhere, prices include all applicable federal, state, and local taxes, duties, tariffs and similar fees imposed by any government, all of which shall be listed separately on the invoice.

8) Electronic Data & Email

- (a) The parties agree that if this Order is transmitted by email, neither party shall dispute in anyway its validity. The same is construed for any acknowledgement thereof, on the basis that this Order or acknowledgement contains an electronic acceptance.

9) Force Majeure

- (a) Neither Buyer nor Seller shall be liable in the event a failure is caused as a result of an uncontrollable circumstance. This type of event occurs without fault or negligence and is beyond Buyer or Seller's reasonable control. Causes include but are not limited to: (1) acts of God; (2) acts or failure of any government; (3) fires, floods, epidemics, terrorism, or event beyond reasonable control and without fault of either Buyer or Seller.
- (b) In the event that performance of this Order is hindered or delayed, threatened to be delayed, or adversely affected by causes of the type described above: (i) the Party whose performance is so affected shall promptly notify the other Party's authorized representative in writing.

- 10) Disputes
- (a) Any dispute in connection with this Order with respect to the rights or obligations of the Parties shall be submitted in writing to management of the respective parties. Submission shall be to appropriate ascending management level. If a dispute settlement amenable to both Parties' mutual satisfaction, after good faith negotiations, within one-hundred and twenty (120) days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon in writing, either Party may bring suit only in the state or federal court located in the State of New Hampshire. Seller consents to personal jurisdiction for this purpose in the State of New Hampshire.
- 11) Waivers, Remedies, Reparations
- (a) Insufficient enforcement by either party to comply with the provisions of this Order shall not constitute a waiver of the requirements of such provisions.
- (b) Buyer's approval, written or otherwise, of documents do not relieve Seller of its obligation to comply with the specific requirements of this Order.
- 12) Indemnification
- (a) Seller, (own expense), shall indemnify, and hold Buyer and its customers harmless from and against any and all claims or judgements. Also, Seller will hold harmless Buyer from costs and expenses (including attorney fees and court costs) arising out of or in connection with (a) Seller's performance under this Order, (b) any breach of any Seller's obligations under this Order, or (c) any claim made by Seller's personnel against Buyer.
- 13) Pertinent & Applicable Laws
- (a) This Order and any relating matter as a result shall be governed by the State of New Hampshire, including disregard to its conflicts of laws provisions.
- (b) Seller, in the performance of this Order, shall comply with all laws including those applicable to local, state, and federal, orders, rules, regulations, and ordinances. Included with above, Seller shall procure all licenses and permits. Seller, at its cost, provide reasonable cooperation to Buyer in conducting any investigation regarding the nature and scope of any failure by Seller or its personnel to comply with applicable local, state, or federal laws.
- 14) Comprehensive General Liability and Worker's Compensation Insurance
- (a) In the event that Seller or its subcontractors perform work at the premises of Buyer or Buyer's customers for any reason in connection with this Order then Seller and its subcontractors shall maintain for the performance of this Order the following insurances:
- (b) Workers' compensation insurance meeting the statutory requirements where work will be performed.
- (c) Employer's liability (EL) in the amount of \$1 million per each accident.
- (d) Comprehensive Commercial general liability including Products liability and Completed Operations liability in the amount of \$1 million per each occurrence and with limits of \$2 million in the annual aggregate.
- (e) Automobile liability insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as Buyer may require.
- (f) In advance Seller shall provide Buyer thirty (30) days written notice prior to the effective date of any change or cancellation in the term or coverage of any of Seller's insurance. However, notice shall not relieve Seller of its requirement to maintain the required insurance. Seller shall have its insurers name Buyer as an additional insured on the policies for the duration of this Order. If requested, Seller shall provide a "Certificate of Insurance" evidencing Seller's cooperation with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry.

15) Counterfeit Property

- (a) Under no circumstances shall Seller deliver any Counterfeit Items to Buyer under this Order. "Counterfeit Item" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented as an authentic item from the original manufacturer.
- (b) Seller shall maintain counterfeit items risk mitigation policies within their operations. These processes and policies must be done in accordance with industry recognized standards.
- (c) Seller shall immediately notify Buyer with specific and detailed information if Seller becomes aware that it has delivered a Counterfeit Part to Buyer. When requested by Buyer, Seller shall provide Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM) documentation that supports authenticity and origin of item.
- (d) In the event that a Counterfeit Item has been delivered under this Order, Seller shall, at its expense, promptly replace such Counterfeit Item with parts conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to the replacement of Counterfeit Item, Buyer's costs of removing Counterfeit Part, of installing replacement parts and of any testing necessitated by the reinstallation of parts after a Counterfeit Part has been exchanged. .

16) Assignment

- (a) Seller may not assign, delegate, or subcontract its rights, duties, or obligations under this Order without the prior written consent of Buyer.