



PURCHASE ORDER TERMS AND CONDITIONS

1. **DEFINITIONS** – “Articles” means the goods, materials, products, technical data, intellectual property, drawings, artwork or services described on the front of the purchase order.
2. **ACCEPTANCE** – This purchase order is Buyer’s offer to Seller and shall become a binding contract with these terms and conditions upon the earlier of the Seller’s acceptance by (1) signing and returning the acknowledgment or a confirmation of this order or (2) commencement of production or acquisition of Articles ordered or (3) shipment of conforming Articles. Seller shall be bound by these terms and conditions, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs the purchase order, unless Seller objects to such terms in writing prior to shipping Articles. This purchase order does not constitute Buyer acceptance of any offer, quotation or proposal; and any reference to any Seller offer, quotation and proposal shall not constitute a modification to the terms of this purchase order to any degree whatsoever. These terms and conditions may not be added to, modified, superseded or otherwise altered, except by writing signed by Buyer’s authorized procurement representative. Any terms and conditions proposed by Seller in acceptance of Buyer’s offer which are inconsistent with or in addition to these terms shall be void and shall not bind with Buyer unless, and only to the extent expressly accepted in writing by Buyer’s authorized procurement representative.
3. **PACKAGING AND SHIPPING** – Unless specified, there is no separate charge for packaging or storage. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. Articles shall be suitably packed for lowest transportation cost and to meet common carrier requirements, whether air, sea or ground. Articles shall be described on bills of lading. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Buyer order number shall be plainly marked on all packages, packing sheets, delivery tickets, bills of lading and shipping orders. Buyer’s count or weight shall be final and conclusive on shipments. Except with specific Buyer consent, Seller shall not ship in advance of schedule and shall ship exact quantities ordered. Risk of loss shall pass to Buyer upon delivery and acceptance.
4. **TAXES AND DUTIES** – The stated price includes all applicable taxes and duties except any state and local sales/use tax which, by statute, is collectible from a buyer that has not submitted a tax exemption certificate. Sales/use taxes shall be separately stated on the Seller’s invoice. Buyer shall be granted all customs duty and import drawback rights transferable from Seller and

its suppliers. Seller agrees to disclose such rights and to assist Buyer with documentation required to obtain drawbacks.

5. **PRICES** – Seller represents prices quoted to or paid by Buyer shall not exceed the lowest price Seller provides to any other customer of Seller for items substantially similar to Articles purchased in similar quantity, after taking into consideration all rebates, discounts and allowances. Seller shall refund any amount paid Buyer in excess of such price.
6. **SET-OFF** – Buyer shall be entitled at all times to set-off any amount owing at any time by Seller to Buyer or to any of its affiliates against any amount payable at any time to Seller by Buyer or any of its affiliates.
7. **WARRANTIES** – Seller warrants that (a) no prior license or other agreement is violated by or is inconsistent with these terms and conditions; (b) it is either the owner, or is otherwise in possession of sufficient licensed rights pertaining to any portion of the proprietary and intellectual property rights owned by third parties, of all proprietary and intellectual property rights in and to all Articles; (c) title to all Articles shipped or sold to Buyer pursuant to these terms and conditions will pass to Buyer free and clear of all liens, charges, encumbrances, restrictions or other third party rights, except any intellectual property rights of Seller and/or one or more of Seller’s licensors in the Articles, if any; (d) for five (5) years after Buyer has accepted an Article (the “Warranty Period”), such Article will, under normal use and service, be free of defects in materials and workmanship and conform to and perform in accordance with Buyer’s applicable specifications (Specifications”); (e) all Articles shipped under these terms and conditions will be manufactured from new and unused components and shall not be refurbished; (f) no Class 1 ozone depleting substance is used in the manufacture of or is incorporated in the Articles, or, if any such substance is used in the manufacture of or is incorporated in the Articles, then each such Article is properly labeled pursuant to applicable federal regulations; (g) notwithstanding the expiration of the Warranty Period, Seller will replace any Article or, alternatively, at Buyer’s option issue a credit for the purchase price of such Article if such Article can be demonstrated to cause a hazardous condition to exist with respect to any person or property; and (h) Seller will maintain accurate inventory data with respect to each Article and utilize a system that will allow Seller and Buyer to trace each Article and its components from its original source through Seller’s purchasing, manufacturing and shipping processes, as applicable. If during the Warranty Period, Buyer determines that an Article is defective, non-conforming, or non-performing in accordance with its Specifications (a “Defective Product”), Seller will, at Buyer’s option, either repair or replace such Defective Product or issue a full refund to Buyer for all costs paid by Buyer in procuring such Defective Product. Seller will perform repairs or issue a replacement or refund within five (5) days (or longer if requested by Buyer) of receipt of notice from Buyer informing Seller of the Defective Product and its desire to either have the Defective Product repaired or replaced or to receive a full refund (the “Defect Notice”). In the case where Seller will issue a replacement or refund, Buyer will return such Defective Product to Seller within thirty (30) days from Seller’s receipt of the Defect Notice. All costs and risk of loss and damage associated with shipping any Defective Product from Buyer to Seller or shipping any replacement Product from Seller to Buyer will be borne by Seller. Any replacement Article will

be subject to a new Warranty Period. Subject to the warranties set forth herein, Seller warrants that for five (5) years after the completion, expiration or termination of this order, Seller will be available, if applicable, to perform necessary and appropriate maintenance, repairs, engineering changes, and the like and will keep all necessary parts on hand for any repairs at Seller's then current rates or other commercially reasonable charges, whichever are lower. If after this five (5) year period, Seller is no longer providing such Services or Articles, Seller will provide Buyer all necessary information and documentation, whether or not proprietary or confidential, necessary to enable Buyer to maintain and repair such Articles.

8. **INSPECTION** – Buyer shall have a reasonable time after receipt of Articles and before payment to inspect them for conformity hereto and to the Specifications[, and Articles received prior to inspection shall not be deemed accepted until Buyer has run an adequate test to determine whether the Articles conform]. Buyer may inspect Articles at all times and places and may base acceptance or rejection of any or all Articles on generally accepted sampling techniques. Use of a portion of the Articles for the purpose of testing shall not constitute an acceptance of the Articles. If Articles tendered do not wholly conform to the Specifications, Buyer shall have the right to reject such Articles. Buyer inspection shall not relieve Seller from making full and adequate tests and inspections. From the time of notice of rejection based on inspection or breach of warranty, Seller shall bear risk of loss until replacement. Rejected Articles may be returned to Seller at Seller's risk and expense or held by Buyer at Seller's risk and expense subject to Seller's disposal.
9. **DEFAULT** – Buyer, by written notice to Seller, may cancel this purchase order, in whole or part, for default if: (1) Seller fails to deliver Articles strictly within the time specified (or within a reasonable time if no time is specified);(2) Articles delivered are non-conforming; (3) Seller fails to perform any material obligation or so fails to make progress as to endanger timely performance; or (4) Seller's financial condition at any time is not satisfactory to Buyer. Upon such cancellation, Seller shall deliver any Articles requested in writing by Buyer and Buyer will pay the fair value of such conforming Articles delivered by Seller less appropriate offsets.
10. **CHANGES** – Buyer shall have the right, by written notice to Seller, to change the quantity or scope of purchase order; the description or specification; the time, place, or method of delivery or the method of delivery or the method of shipment or packaging or to direct suspension of performance. Upon receipt of such notice, Seller (1) shall proceed promptly to make such changes described in the notice will not result in an increase in the price payable by Buyer; or (2) shall suspend performance and give Buyer prompt notice of any increase in costs related to the changes whereupon Seller shall promptly make the changes and continue with performance only if Buyer agrees to negotiate an equitable adjustment to the price. Equitable price adjustments shall be negotiated promptly and the purchase order modified accordingly in writing.
11. **TOOLS AND MATERIALS** – Tooling, equipment and materials may be furnished or paid for by Buyer and Buyer shall have the right to immediate possession upon demand. Buyer does not guarantee or warrant the accuracy of any tooling furnished by Buyer. With the respect to tooling equipment and materials owned by Buyer, Seller shall (1) be responsible for and insure its risk

for loss or damage when in Seller's possession; (2) clearly mark as Buyer property and segregate; (3) keep in good operating condition; and (4) use exclusively for Buyer orders and not for production of larger quantities or in advance of schedules without the Buyer's written consent. Upon completion of Buyer's orders, all Buyer tooling equipment and materials shall be disposed of as Buyer directs.

12. PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS – Seller, at its expense, shall defend, hold harmless and indemnify Buyer, its affiliate, resellers, customers and users from any and all loss, damages or liability (including without limitation, legal costs and attorney fees) relating to any claim or proceeding alleging infringement of any patent, copyright or trademark or misappropriation of trade secrets with respect to any Articles furnished under this purchase order. The fact that Buyer furnished specifications to Seller with respect to any Article shall neither relieve Seller from its obligations nor limit Seller liability, nor constitute an undertaking by Buyer to hold Seller harmless against any claim which arises out of Seller compliance with those specifications.

13. CONFIDENTIAL INFORMATION – Seller may acquire knowledge of Buyer Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Buyer Confidential Information in confidence during and following termination or expiration of these terms and conditions. "Buyer Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by Buyer relating to the current or anticipated business or affairs of Buyer which is disclosed directly or indirectly to Seller. In addition, Buyer Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Articles to Buyer. Buyer Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Buyer disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Buyer Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Buyer of such requirement prior to disclosure. Seller agrees not to copy, alter or directly or indirectly disclose any Buyer Confidential Information. Additionally, Seller agrees to limit its internal distribution of Buyer Confidential Information to Seller's agents or employees who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's agents or employees of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Buyer Confidential Information. Seller further agrees not to use the Buyer Confidential Information except in the course of performing hereunder and will not use such Buyer Confidential Information for its own

benefit or for the benefit of any third party. The mingling of the Buyer Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate Buyer Confidential Information. All Buyer Confidential Information is and shall remain the property of Buyer. Upon Buyer's written request or the termination of these terms and conditions, Seller shall return, transfer or assign to Buyer all Buyer Confidential Information, including all Work Product, as defined herein, and all copies thereof.

14. **WORK PRODUCT** – Seller hereby assigns to Buyer all right, title and ownership to work product originally created by or for Seller or the performance of this purchase order (“Work Product”). Such Work Product shall be deemed confidential information of Buyer. Buyer retains ownership of all copies of its confidential information including, without limitation, drawings specifications, samples and other material, all of which shall be delivered promptly to Buyer upon completion of this order unless other written instructions are given by Buyer.
15. **TERMINATION** – Buyer may terminate this purchase order in whole or in part, at any time, for Buyer's convenience by written notice to Seller sent by facsimile, courier or by mail. Seller shall cease to provide Articles under these terms and conditions on the date of termination specified in such notice. In the event of such termination, Buyer shall be liable to Seller only for those conforming Articles delivered to Buyer through the date of termination, less appropriate offsets. Any Seller claim for compensation shall be settled on the basis of reasonable non-recoverable costs Seller incurred in performance of this purchase order prior to termination.
16. **INSURANCE** – Seller shall be solely responsible for maintaining such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trade or business, whichever affords greater coverage. Upon request, Seller shall provide Buyer with certificates of insurance or evidence of coverage. Seller shall provide adequate coverage for any Buyer property under the care, custody or control of Seller.
17. **COMPLIANCE WITH LAW** – Seller shall comply with all state, local and federal laws, rules, orders and regulations governing its performance. Such compliance shall include without limitation, compliance with U.S. Government export laws and regulations relating to export of products and technical data originating in the United States.
18. **NOTICE OF DELAY** – Whenever any event delays or threatens to delay timely performance, Seller shall immediately give notice to Buyer of all relevant information.
19. **INDEPENDENT CONTRACTOR** – Buyer is interested only in the results obtained under these terms and conditions; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Seller nor its employees, agents or subcontractors are agents or employees of Buyer, and therefore are not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under these terms and conditions and shall

provide Seller's own supplies and equipment.

20. **ASSIGNMENT AND SUBCONTRACT** – Neither this purchase order nor any related duty or right shall be delegated or assigned by Seller without the prior written consent of Buyer's authorized procurement representative. Any purported assignment or delegation without consent shall be void. Seller shall not subcontract for any complete or substantially completed Article or major components without the prior written consent of Buyer's authorized procurement representative.
21. **PUBLICITY** – Seller shall not issue a press release or otherwise publicly disclose the nature of, existence or terms of this purchase order or these terms and conditions without the prior written approval of the text of any such statement by Buyer's authorized procurement representative.
22. **INDEMNITY** – Seller shall indemnify, hold harmless and, at Buyer's request and Seller's expense, defend Buyer (including Buyer's its officers, directors, customers, agents and employees) from any and all claims, liabilities, damages, losses and expenses (including, without limitation, legal costs and attorney fees) arising out of or in any way connected with the Articles, including, without limitation (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs; (ii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or its agents, suppliers or employees; and (iv) any claim by a third party against Buyer alleging that the Articles, or any other products or processes provided under these terms and conditions, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without Buyer's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Buyer in enforcing this indemnity, including attorneys' fees. Should Buyer's use, or use by its distributors, subcontractors or customers, of any Articles purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Articles; (b) modify the Articles so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Buyer, its distributors, subcontractors or customers the right to continue using the Articles; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Articles.
23. **NONINTERFERENCE** – During and for a period of two years immediately after the termination or expiration of these terms and conditions, Seller agrees not to unlawfully interfere with the business of Buyer in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Buyer.
24. **HAZARDOUS MATERIAL** – Prior to shipment of any chemical substances compiled and published by the Environmental Protection Agency or Hazardous Material as defined in Appendix A of Federal Standard number 313A, Seller shall give Buyer the appropriate Material

Safety Data Sheets. Seller warrants Articles delivered shall not include components containing PCB (polychlorinated biphenyl) chemical substances. Seller further warrants Articles shall not include component manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject of a reporting requirement under Section 8(E) of the Toxic Substance Control Act, 15 USC 2067(e), as in effect at time of shipment.

25. DELIVERY – Time is of the essence. Delivery according to the stated delivery schedule is a material provision of this order. Delivery shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order.
26. REMEDIES – If Seller breaches these terms and conditions, Buyer shall have all remedies available by law and at equity. Seller’s sole remedy in the event of breach of these terms and conditions by Buyer shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the purchase order. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Articles for Buyer’s account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Buyer and any resale so made shall be for the account of Seller.
27. INJUNCTIVE RELIEF – Seller acknowledges and agrees that the obligations and promises of Seller under these terms and conditions are of a unique, intellectual nature giving them particular value. Seller’s breach of any of the promises contained in these terms and conditions will result in irreparable and continuing damage to Buyer for which there will be no adequate remedy at law and, in the event of such breach, Buyer will be entitled to seek injunctive relief, or a decree of specific performance.
28. NON-WAIVER – The failure of the Buyer to insist in any one or more instances, upon performance of any term of conditions shall not be construed as a waiver of future performance of such term or condition or future exercise of such right or of any other term, condition or right.
29. ENTIRE AGREEMENT – This purchase order, including these terms and conditions, constitutes the entire agreement and exclusive statement of the terms agreed between the parties with respect to the purchase and sale of the Articles and supersedes all other communications, representations and agreements between the parties with respect to the Articles. No alteration, modification or amendment of these terms and conditions shall be binding unless in writing and signed by Buyer’s authorized procurement representative.
30. LIMITATION OF LIABILITY – IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR SELLER’S EMPLOYEES, AGENTS OR SUBCONTRACTORS OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS AND CONDITIONS, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

31. **NON-EXCLUSIVITY** – This is not an exclusive agreement. Buyer is free to engage others to provide Articles that are the same as or similar to those of Seller. Seller is free to advertise, offer and provide Seller’s Articles to others; provided however, that Seller does not breach these terms and conditions.
32. **CONSTRUCTION** – This purchase order and its performance shall be construed and governed by the local law of the State of Connecticut without regard to its conflict of law principles.
33. **GOVERNMENT CONTRACTS** – If this order is issued pursuant to a United States Government prime contract of subcontract which is identified in this purchase order, the supplemental FAR and/or DFAR provisions listed in the attachment to this purchase order are incorporated by reference as part of the terms and conditions of this purchase order.
34. **SAFETY AND REGULATORY APPROVALS** – All Articles delivered shall have relevant safety and regulatory approval including, without limitation, UL, CSA, and FCC approvals.
35. **PRODUCT SUPPORT CHANGES AND CORRECTIONS** – Seller will provide Buyer with telephone support, documentation, and training at no additional charge for the Articles in order to allow efficient installation, maintenance and operation of the Articles. All materials may be copied and distributed by Buyer. Seller will not make any changes to an Article or manufacturing process unless agreed to in advance in writing by Buyer; such approval may be withheld for any reason whatsoever. Buyer may periodically issue a Supplier Corrective Action Investigation Report with respect to Seller’s performance or non-performance of its duties under these terms and conditions. Seller will provide Buyer a written response within three (3) business days acknowledging receipt of such report and provide a target date for resolution of the problems stated therein; such target date will be mutually agreed to by Buyer and Seller. Prior to the target date, Seller will provide a written explanation of the problems and the cause of any defect, non-performance or non-compliance of an Article and use its best efforts to take prompt corrective action to Buyer’s satisfaction. From acceptance of this Order and for five (5) years from acceptance by Buyer of all Articles stated in this Order, Seller will maintain all records relating to the Articles and these terms and conditions and Buyer may, upon reasonable notice to Seller, audit the records and inspect Seller’s physical facilities.