

## Quotation and Sellers Terms

THESE CONDITIONS OF SALE (the “Conditions”) APPLY TO ALL QUOTATIONS FOR, AND SALES OF, PRODUCTS MANUFACTURED BY UNICIRCUIT, INC. (“Seller”).

All sales by Seller are expressly limited to the Conditions contained herein and any additional or different terms or conditions contained in Buyer’s “standard” conditions, purchase order and/or response hereto shall be deemed objected to by the Seller without need of further notice of objection and shall be of no effect nor in any circumstances binding upon the Seller. Buyer will be deemed to have assented to all conditions contained herein. These Conditions constitute the entire and only agreement between the parties hereto; and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith or usage of the trade not expressly incorporated herein shall not be binding on either party. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of Seller. This sale shall be construed to be between merchants. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this sale or any goods relating thereto.

### 1. PRICE

- A. Price and terms of sale for products are established by Seller on a per order basis, and shall be based upon Seller’s prices in effect on the shipment date, except as otherwise agreed by the parties in writing. All prices are subject to change without notice.
- B. Unless otherwise agreed in writing, price does not include insurance, taxes, duties and charges which Seller may be required to pay or collect, or the costs of special packing or any compliance testing including, but not limited to, special environmental, vibration, life cycle, and extreme temperature tests. Price does not include inspection charges relating to inspection by outside individuals, or agents performed at the request of the Buyer. The Buyer may be invoiced for all such expenses and charges. Such invoices are due and payable thirty (30) days from issuance.
- C. All quotations are valid for thirty (30) days from the date of the issuance. The re-issuance of quotations is available upon request.

### 2. ORDERS

- A. Each purchase order shall reflect the current price for the products, determined in accordance with these Conditions. In the event of any inconsistency between the terms of a purchase order and the Conditions as provided herein, these Conditions will control. Each purchase order shall specify in reasonable detail the quantity required, scheduled delivery date and shipping instructions. If shipping instructions are not specified, Seller will determine the best method of shipment.
- B. Purchase orders received by wire or telephone will be accepted and initially processed pending receipt of a confirming purchase order in writing. The confirming purchase order must be received within thirty (30) days of Seller’s acceptance of the initial purchase order, and prior to shipment of the products.

### 3. DELIVERY

All prices and terms of sale are EX Works (EXW per Incoterms 2000) Seller's point of manufacture. Title and risk of loss shall pass to the Buyer upon delivery of products to the Buyer's designated carrier at Seller's point of manufacture.

### 4. PAYMENT; INVOICING; CREDIT

- A. All payment shall be made in United States dollars.
- B. Seller will invoice the Buyer upon shipment. Payment terms are net thirty (30) days, unless otherwise provided herein. Any invoices not paid within thirty days shall accrue interest at a rate of 18% per annum, or 1½ % per month, except as otherwise provided by law. Accrued collection costs, including, but not limited to, legal fees and expenses shall also be payable by the Buyer as accrued.
- C. Terms of payment shall be subject to approval and modification by Seller's Credit (Accounting) Department and in case of doubt arising at any time as to the Buyer's financial responsibility, production may be stopped and shipments suspended until satisfactory assurances are received by Seller. Unless credit has already been established, shipment will be made C.O.D. or upon receipt of payment in advance.

### 5. SHIPPING AND DELIVERY

- A. Seller shall notify the Buyer of the shipment date. The shipment date given by Seller in advance of actual shipment is only an estimate. The failure of Seller to ship or any delay in shipping products shall not be a material breach of these Conditions, or otherwise subject Seller to liability for such failure or delay caused by an act of God, fire, flood, sabotage, war, terrorism, labor difficulties, accidents, riot, insurrection, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or any other cause reasonably beyond the control of Seller.
- B. The Buyer will deal directly with the carrier regarding any damage to products resulting from shipment.
- C. Seller shall be under no obligation to make any shipment when the Buyer is in default hereunder or under any other sale agreement between Seller and the Buyer.

### 6. PRODUCT RETURNS

- A. Written authorization must be obtained from Seller before any products are returned. Returned products will not be accepted unless returned shipments bear Seller's return authorization number and the specific RMA number which has been approved/accepted by Seller's customer service group. Absent a breach of its limited warranty by Seller (see below), the Buyer is only entitled to an issuance of credit to its account with Seller for any returned products. Refunds will not be made for returned products.
- B. Products returned for reasons other than a breach of Seller's limited warranty must not be used, damaged or out-of-date. If any such products are received, the price of such products shall not be included in the resultant credit. Goods must be securely and carefully packaged so as to reach Seller in good condition.
- C. All such authorized returns will be subject to restocking charges.

## 7. CHANGE ORDERS

The Buyer may reschedule shipment dates for any products ordered, provided that the Buyer notifies Seller of such change, in writing, at least thirty (30) days prior to the originally scheduled shipment date. Any such rescheduled shipment date later than ninety (90) days after the originally scheduled shipment date may be deemed by Seller to be a cancellation by Buyer, and be subject to applicable Cancellation Charges identified below.

## 8. CANCELLATIONS

- A. The Buyer may cancel an order, subject to the terms provided herein, no less than thirty (30) days prior to the scheduled shipment date for standard catalog items. All cancellations are subject to a Cancellation Charge to be determined by Seller, and which will be based on completed goods, restocking of standard parts and/or materials purchased for the express purpose of fulfilling the Buyer's order. All products, parts or materials ordered or held by Seller at the Buyer's request shall be at the risk and expense of the Buyer upon cancellation. Seller will invoice the Buyer for such Cancellation Charge, which is due and payable thirty (30) days from issuance.
- B. All nonstandard customer-specific items are non-cancelable and non-returnable.

## 9. LIMITED WARRANTY

- A. Seller warrants products of its manufacture to be free from defects in material and workmanship under conditions of normal use for one (1) year after delivery. Seller specifically disclaims all other warranties expressed or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose as to the products. In no event will Seller be liable for any loss of profit or any other commercial damage, including, but not limited to, special, incidental, consequential or other indirect damages under any cause of action arising out of or relating to the Conditions.
- B. Seller, at its option and expense, will replace or repair any defective or faulty product which results directly from defects in material or workmanship provided that Seller first be given written notice of such defects and shall have authorized the return as provided herein. The existence of a defect or fault shall be determined by Seller at its sole discretion. Such determination shall be conclusive and not subject to reconsideration.
- C. The sole obligation of Seller under this warranty shall be limited to the issuance of credit for or replacement of any products, which are proved to be other than as warranted. Seller shall have the sole discretion as to which of these remedies shall apply.
- D. Any claim for breach of this warranty shall conclusively be deemed to be waived by the Buyer unless written notice of the claimed defect is submitted to Seller within thirty (30) days after the date on which the defect is discovered.
- E. This warranty shall be voided if the original Buyer transfers ownership of warranted products, unless Seller is notified in writing of the name and address of the transferee within fifteen (15) days after the date on which the transfer was made. This restriction on ownership transfer is not applicable if the original Buyer is an authorized distributor of Seller.
- F. This warranty shall not apply to any product which has been subjected to any misuse, neglect, accidental damage or that contains defects, which are in any way attributed to improper storage, installation or to alterations or repairs made by any party not authorized by Seller. This warranty

does not apply to products, which have been disassembled, modified, physically or electrically damaged, or subjected to conditions exceeding the applicable specifications or rating.

- G. All freight and shipping charges incurred to repair or replace-warranted products are the sole responsibility of the buyer.

10. NONDISCLOSURE.

The Buyer agrees that it will not disclose or make available to any third party any confidential or proprietary information marked as such belonging to Seller, including, but not limited to, drawings, data, or other information pertaining to purchase orders without obtaining Seller's prior written authorization for such disclosure. The Buyer shall cause its employees, agents and others having access to such information to be aware of, and to abide by, the terms of this paragraph.

11. EXPORT COMPLIANCE; REVERSE ENGINEERING

Products, services and/or technical data provided or disclosed in connection with any sale may be subject to required and continuing U.S. government approvals, clearances, regulations and import/export and re-export requirements, including, without limitation, the U.S. Department of State International Traffic in Arms Regulations (Title 22, CFR Parts 120-130), the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774) and any other U.S. government regulation applicable to the export/import, re-export or disclosure of such controlled technical data (or the products thereof) to foreign nationals. Buyer acknowledges and agrees to comply with all such U.S. regulations regarding export/import, re-export or disclosure and has and will maintain any and all such registrations, licenses, agreements, approvals and/or certifications as may be required in connection with this sale. Buyer shall not reverse engineer, decompile, disassemble, create derivative works from, or emulate the functionality of the Seller's confidential and/or proprietary information.

12. GOVERNING LAW.

The Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. The venue for any litigation involving the interpretation or application of these Conditions shall be in New York State Supreme Court, Onondaga County. Each Party hereby consents to the jurisdiction of Onondaga County Supreme Court.