

PURCHASE ORDER TERMS AND CONDITIONS

1 Acceptance-Agreement: Sellers commencement of work or shipment of the goods, whichever occurs first, constitutes acceptance of this purchase order and all of its terms and conditions. Buyer hereby objects to any terms proposed in Sellers acceptance or acknowledgement of Buyers offer which add to, vary from, or conflict with the terms of this order. Any such proposed terms shall not operate as a rejection of this order but are deemed a material alteration, and this offer shall be deemed accepted by the Seller without said additional or different terms. If purchase order is deemed an acceptance of a prior order by Seller, such acceptance is expressly limited to the terms contained on the front and back of this order.

2 Price: The articles shipped or work performed against this order must not be invoiced at a higher price than shown on the face of this order without the written consent of Buyer. The invoice must itemize transportation charges, including foreign inland freight and insurance and taxes separately, if applicable. If the price is omitted from the order, the price shall be the lowest prevailing market price. No charge will be allowed for packing, labeling, commissions, customs duties, storage, crating, or express handling unless indicated on this order.

3 Confidential Proprietary Information: Any information or data furnished by Buyer to Seller under this order in the form of specifications, drawings, reprints, technical information, equipment prototypes, forecasts, Schedules, or other technical or business information shall be deemed Buyer Confidential Proprietary Information, shall remain Buyers property, shall be kept confidential, and shall be promptly returned to Buyer at Buyers request. Seller shall not disclose without Buyer given written permission, any such information or data to any other person, or use such information or data for any purpose other than performing this order. The obligation under this paragraph shall survive cancellation, termination, or completion of this order. Unless otherwise agreed in writing no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential

4 Warranties: Seller expressly warrants that all goods or services provided under this order shall be merchantable, free from defects in material and workmanship, of the highest quality, and shall conform to all applicable specifications and appropriate standards. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services shall be fit for such particular purpose. Seller further warrants that the goods are wholly new and contain new components and parts throughout and that Seller has good and warrantable title to the goods free and clear of all liens. Seller shall indemnify and hold Buyer harmless for all damages arising out of any breach of these warranties. In addition to the warranties above, Seller shall extend all warranties it receives from its vendors to Buyer, and to Buyer's customers. Breach of the warranties in this provision, or any other term of the order, shall entitle Buyer to all available remedies, including those of the Uniform Commercial Code.

5 Termination: Buyer may terminate all or any part of this order at any time for its convenience upon written notice to Seller. Buyer will pay a reasonable termination charge based on a percentage of the order price reflecting the percentage of work performed by Seller prior to termination. Any claim for payment of such termination, charges must be submitted in writing to Buyer within thirty (30) days of receipt of written notice of termination. Buyer shall have the right to audit all elements of any termination claim, and Seller shall make available to Buyer on request all books, records and papers relating thereto. Late deliveries, deliveries of products which are defective or which do not conform to this order, failure to perform as agreed and failure to provide reasonable assurances of future performance upon request, shall all be reasons allowing Buyer to terminate this order for cause. In such event Seller shall be Liable for any damages (or at Buyer's option, specific performance) due to Seller's breach or default. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from an unforeseeable cause beyond its reasonable control, except that Buyer may terminate all or any portion of the order without Liability to Seller if such delay or failure to perform by Seller or on behalf of Seller extends beyond thirty (30) days of Buyers requested delivery date. BUYER'S TOTAL LIABILITY FOR DAMAGES UNDER THIS ORDER SHALL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES GIVING RISE TO THE CLAIM.

6 Intellectual Property Indemnity: By acceptance of this order, Seller agrees to indemnify Buyer against all claims, judgments, decrees, costs and expenses, and attorney's fees incident to any proceeding which may be brought against Buyer or its agents, distributors, customers, or other vendors based on a claim of alleged copyright, trademark, mask-work right, or patent infringement, as well as for an alleged claim of unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished under this order, unless the goods or services are of Buyer design or formula, and Seller agrees that it will, upon request of the Buyer and at Sellers own expense, defend or assist in the defense of any action which may be brought against Buyer or its agents, distributors, customers, or other vendors for such infringement or claimed infringement or alleged claim of unfair competition. Buyer agrees to notify Seller promptly upon receipt of notice of infringement or information of such a suit having been filed.

7 Insignia: If any Products are rightfully rejected or not purchased by Buyer which utilize Buyer's name, trademarks, trade names, insignia, symbols, or decorative designs, Seller shall remove same prior to any sale, use or disposition thereof.

8 Materials, Tools and Equipment: All tools, equipment, dies, gauges, models, drawing or other materials paid for or furnished by Buyer for the purpose of this order shall be and remain the sole property of Buyer. Seller shall safeguard all such property while it is in Seller's custody or control, be liable for any loss or damage to such property, at Buyer's option procure adequate insurance, use it only for Buyer's orders, and return it to Buyer upon request. Any such property described above whether furnished or ordered by Buyer and which may be in an unfinished state may be removed from Seller's premises or the premises of subcontractors upon request without further action or bond. In the event that Buyer removes such property that is not finished, Buyer will pay Supplier a percentage of the order price that corresponds to the percentage of completion. Seller agrees to waive and hereby does waive any lien it may have in regard to such property and ensure subcontractors do the same.

9 Indemnification: Seller shall defend, indemnify and hold Buyer harmless against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any obvious or apparent defects or latent defects in the goods or services purchased under this order, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to all other obligations of Seller under this order.

10 Changes: Buyer shall have the right to make changes in this order at any time for its convenience upon written notice to Seller. Such changes shall be subject to an equitable adjustment in the performance schedule or purchase price, based on reasonable and unavoidable costs incurred by the Seller prior to notice of the change. Any claim of Seller for an adjustment must be submitted in writing to Buyer within thirty (30) days of the Buyer change notice.

11 Inspection: Sellers facilities, equipment goods and services purchased under this order are subject to Buyer's inspection and acceptance. Payment for the goods and services delivered shall not constitute acceptance. Goods-and services shall only be deemed accepted when they have actually been counted, inspected, and tested by Buyer and found to be in conformance with the order. Goods rejected and/or goods supplied in excess of those ordered or delivered in advance of the delivery schedule may, in addition to Buyer's other rights, be resumed to Seller at its expense, including all expenses of unpacking, examining, repackaging and reshipping such goods. If Buyer receives goods or services with defects or nonconformity whether or not apparent on inspection, Buyer reserves the right to require a refund or replacement as well as transportation costs and payment of damages. Nothing contained in this purchase order shall relieve Seller from the obligations of testing, inspection and quality control.

12 Packing, Delivery and Shipment: All goods shall be packed and shipped in accordance with instructions or specifications on this order. In the absence of any such instructions, Seller shall comply with the best commercial practice to ensure safe arrival at destination at the lowest transportation cost. TIME IS OF THE ESSENCE ON THIS ORDER. If goods are not delivered or services provided by the date specified, Buyer may terminate, without liability, this order as to items not yet shipped or services not yet rendered, by notice effective upon receipt by Seller. In such instance, Buyer may purchase substitute items or services elsewhere and charge Seller with any loss incurred. In order to comply with Buyers required delivery date it becomes necessary for Seller to ship by a more expensive method than specified in this purchase order, Seller shall pay any increased transportation costs, unless the necessity for such routing or expedited handling has been caused by Buyer.

13 Material Safety Data Sheets: Seller shall provide a Material Safety Data Sheet for those chemicals purchased under the terms and conditions of this order which are regulated by OSHA's hazard communication regulations set forth in 29 C.F.R. 1910.1200. All chemical suppliers certify by acceptance of this order that the chemicals purchased are on Toxic Substances Control Act, 15 U.S.C.S. 2601, et. seq., chemical inventory or are subject to an exemption and that such exemption is specified in the Material Safety Data Sheet.

14 Ozone Depleting Substances: Seller agrees to comply with the Clean Air Act ozone depleting substances labeling regulations set forth in 40 C.F.R. Part 82, Subpart E.

15 Insurance: If this order includes services or work to be performed on Buyer's premises, Seller agrees to indemnify Buyer from all loss or damage arising out of such work, to observe the highest safety standards, to adhere to all Buyer work rules, safety standards and security requirements, to maintain insurance satisfactory to Buyer and to furnish evidence of such insurance at Buyers request.

16 Compliance with Laws: Seller warrants that all goods and services supplied pursuant to this order all have been produced and supplied in compliance with all applicable federal, state and local laws, orders, rules and regulations including European Union directive 2002/95/EC of the European Parliament and of the council on the Restriction of the use of certain Hazardous Substances in electrical and electronic equipment (RoHS Directive). Seller shall indemnify Buyer against any liability caused by any non-compliance with this provision.

17 Import / Customs: For each shipment where the Seller sources goods covered by this order outside of the United States Customs Territory, Buyer shall have the option of being the Importer of Record. In such case, the Seller shall furnish Buyer with a commercial invoice containing the following information: (1) port of entry; (2) names of Seller and Buyer entity purchasing the merchandise; (3) name of shipper (if different from Seller; (4) country of export; (5) detailed description of merchandise; (6) quantities and weights; (7) actual purchase price, including all elements of the amount paid or payable by Buyer; (8) the currency in which the sale was made, (9) all charges, costs and expenses associated with the merchandise, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (10) all rebates or discounts; (11) the country of origin (manufacture) of the goods; and (12) all goods or services furnished for the production of the merchandise (e.g., "assistants") not included in the invoice price for the first shipment of goods destined for the United States Custom Territory unless Buyer directs otherwise in writing. The Seller agrees to comply with all laws and regulations governing the importation of goods into the United States Custom Territory

18 C-TPAT Compliance: Seller acknowledges that Buyer participates in the Customs Trade Partnership Against Terrorism program ("C-TPAT") as promulgated by the U.S. Customs and Border Protection Bureau ("CPB"). Seller agrees that it either is a participating member of C-TPAT (in which case it shall certify in writing such membership status to Buyer) or, if Seller is not a participating member, Seller agrees to take all commercially reasonable measures as are required by Buyer or by CPB to ensure the physical integrity and security of all shipments to Buyer.

19 Government Subcontract: If a government contract number appears on the face of this order, Seller agrees to comply with all terms and conditions of that government contract which appear on Exhibit A attached hereto and made a part hereof and with any other pertinent laws, Presidential directives and executive orders to the extent that they apply to the subject matter of this order.

20 Equal Employment Opportunity and Affirmative Action: This order incorporated by reference (a) all provisions of 41 C.F.R. 60-1.4 and 60-2 as implemented by Federal Acquisition Regulation (FAR) 52.222-26(b)(1)-(11) pertaining to the Equal opportunity clause; (b) all provisions of 41 C.F.R. 60-250 as implemented by FAR 52.222-35 and 37 pertaining to employment reports and affirmative action for disabled veterans and veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-741 as implemented by FAR 52.222-36 pertaining to affirmative action for handicapped/disabled workers. Seller agrees to comply with any and all applicable State and Local Government Equal Employment Opportunity and Affirmative Action laws, including any and all applicable statutes, rules, regulations, ordinances and other guidelines.

21 EEO-1 Representation: Seller represents that it has submitted Standard Form 100 (EEO-1) compliance reports as required by 41 C.F.R. 60-1.7 as implemented by FAR 52.222-22

22 Certification of Non-segregated Facilities: Seller certifies that, in compliance with 41 C.F.R. 60-1.8 as implemented by FAR 52.222-21, it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Seller agrees that breach of this certification is a violation of the Equal Opportunity clause incorporated herein. Seller further agrees that it will either: (a) obtain certifications of non- facilities from proposed subcontractors for specific time periods; or (b) obtain certifications of non-segregated facilities from proposed subcontractors before the award of any subcontracts subject to the Equal Opportunity clause, will retain such certifications in its files, and forward the Notice set forth in FAR 52.222-21 to proposed subcontractors

23 Dispute Resolution: Both parties agree that any claims or disputes, except for claims or disputes relating to intellectual property, will be submitted to non-binding mediation prior to initiation of any formal legal process. Costs of mediation will be shared equally.

24 General: This purchase order and any documents attached to or referred to on this order constitute the entire agreement between the parties and can only be modified in writing signed by authorized representatives of both parties. No part of this order may be assigned or subcontracted without the prior written approval of Buyer. All claims for money due or to become due from Buyer shall be subject to deduction or set off by Buyer for any counterclaim arising out of this or any other transaction with Seller. Buyer's failure to enforce or insist on performance of any of the terms or conditions in this order shall not operate as a waiver of that or any other right. This purchase order shall be governed by the laws of the State of Arizona.

25 Forced, Indentured And / Or Convict Labor: Seller represents that the goods and services covered by this purchase order, or components thereof, are not produced, manufactured, mined, or assembled in whole or in part with the use of forced, convict, and/or indentured labor under penal sanction as prohibited by any state law or U.S. statute including any class of labor specified in section 307, Tariff Act of 1930, as implemented in 19 C.F.R. 12.42