

PURCHASE ORDER TERMS AND CONDITIONS

TERMS AND CONDITIONS – No Terms and Conditions other than the terms and conditions set forth in this order and such terms and conditions as are set forth in any document attached to or incorporated by reference in this order shall be binding unless specifically accepted by an authorized representative of the Purchaser. Execution and delivery of this order shall not operate as such specific acceptance. Objection to any terms and conditions contained herein shall be deemed to have been waived if written notice of such objection is not received by the Purchaser within ten days of the purchase. This purchase order, if operating as an acceptance, is hereby expressly made conditional on assent to all such terms as may be additional to, or different from any terms contained in quotation or order communicated by Seller.

COMPLIANCE WITH LAWS – Seller shall comply with all applicable State, Federal and local laws, rules and regulations.

WARRANTY – Seller warrants the goods and materials furnished under this order for workmanship, material, and compliance with all specifications, for the period of twelve (12) months after acceptance that all materials or service covered by this order shall conform in every respect to all specifications and drawings.

DELIVERY – Delivery shall be made in strict compliance with the schedule set forth herein, unless otherwise agreed in writing. Seller shall not make material commitments or production arrangements in excess of the amount, or in advance of the time necessary to meet the Purchaser's delivery schedule. It is the Seller's responsibility to comply with this schedule, but not to anticipate the Purchaser's requirements. Goods shipped to the Purchaser in excess of fifteen (15) days in advance of schedule may be returned to the Seller at Seller's expense. The quantity of material ordered must not be less than amount ordered without prior permission and over shipments will be accepted at no cost to Purchaser. If material purchased is covered by a blanket purchase order, no shipment can be made or invoice issued until a purchase order release is issued. Unauthorized shipments will be returned or held at shipper's risk and expense. Seller will not be liable for damages, delays in delivery due to cause beyond its reasonable control. If seller, however, for any reason does not substantially comply with the Purchaser's delivery schedule or quality issues, Purchaser may cancel without cost. Shipments must be made via the method specified in the purchase order. Seller shall be responsible for shipping costs if alternate method is utilized to meet the Purchaser's schedule. Shipments are not to be insured unless authorized by Purchaser.

LIABILITY – The seller agrees that the relationship established by this order constitutes him an independent contractor and that no tax assessment or legal liability of the Seller, or of his agents or employees becomes, by reason of this order, an obligation of the Purchaser.

INSPECTION - Seller represents and warrants all work done and supplies furnished under this purchase order shall be subject to interim and final inspection, tests and rejection by Purchaser, or his representatives at all times and places, both during manufacture and within ninety (90) days of arrival at destination. Purchaser shall notify Seller if any items delivered hereunder are rejected and at Purchaser's election and Seller's risk and expense, such items shall be held by Purchaser or returned to Seller. No replacement or correction of defective items shall be made by Seller, unless agreed to by Purchaser in writing. Seller agrees to allow Purchaser free access to its plant and operations if requested for the purpose of inspection. Seller agrees promptly

and at its own expense to correct, repair or replace any supplies found non-conforming or defective and rejected on any such inspection. Seller will be responsible for cost of all inspections required over and above established Quality Control percentages. Acceptance of any items by Purchaser shall not be deemed to alter or affect the obligations of Seller or the rights of Purchaser and its customers under the Warranty Clause. Seller shall provide and maintain a quality control system acceptable to the Purchaser's Quality Control department.

SHELF LIFE REQUIREMENTS – If a product which is to be supplied to the Purchaser by the Supplier, contains a designated shelf life created by the product's manufacturer, then the Seller guarantees to ship that product to the Purchaser with no less than seventy-five (75) percent of that shelf life still remaining, unless otherwise approved in writing by the Purchaser.

CHANGES – Purchaser shall have the right to make changes in this order, but no additional charge will be allowed unless authorized by Purchaser. If such change affects delivery or the amount to be paid by the Purchaser, Seller shall notify Purchaser immediately, and negotiate an adjustment in accordance with this Changes clause. In any event, the charges for obsolescence, scrap, and/or rework resulting from any change shall be limited to the materials in process at the time of the change and within the Seller's standard manufacturing lead time needed to meet the Purchaser's delivery schedule.

PATENT PROTECTION – Seller guarantees that the sale or use of any or all supplies delivered hereunder will not infringe any U.S. patent, that Seller will at its own expense defend any action, suit, or claim in which a patent infringement is alleged against Purchaser, its subsidiaries, or affiliated companies, with respect to the sales or use of said supplies. The Seller will save harmless the Purchaser, its successors, assigns, agents, and customers from any loss, damage or liability which may arise or be incurred on account of such infringement unless said supplies are produced in accordance with the Purchaser's designs or specifications. In the event that a final injunction issues from such an infringement lawsuit against Purchaser, Seller will, at its expense and option, either (i) Procure for the Purchaser the right to use and resell the Seller's products involved or (ii) Replace the infringing Seller's product with non-infringing substitutes of equal performance.

MATERIALS FURNISHED BY PURCHASER – Purchaser shall retain title to any design, sketches, drawings, blueprints, patterns, dies, models, molds, tools, specifications, special appliances and materials furnished by Purchaser in connection with this order. They shall be confidential, marked as property of Purchaser and retained by Seller on consignment subject to examination by Purchaser. The property shall not be used except for work performed for Purchaser, and upon request by Purchaser, shall be returned to Purchaser F.O.B. its shipping point specified on the face hereof, together with completed articles and those in process if so specified by Purchaser. They shall be held at Seller's risk and shall be replaced by Seller if lost, destroyed or damaged. They shall be maintained by the Seller and in condition in which they were received, except for reasonable wear, tear and except to the extent that such property has been incorporated in items delivered under this order, or has been consumed in normal performance of work under this order.

MERCURY REQUIREMENT - The material supplied under this contract/purchase order shall contain no metallic mercury and shall be free from mercury contamination. If the inclusion of mercury is required as a functional part of the material furnished under this order, the supplier shall obtain written approval from RAF Tabtronics before proceeding with manufacture or delivery of the parts to RAF Tabtronics. The suppliers request shall explain in detail the requirements for mercury, identify specifically the

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parts to contain mercury, and explain the method of protection or containment against mercury escape. If external contamination during manufacture, storage or transport of the material is suspected then the following test may be utilized to determine whether contamination exists: a) Enclose the part or equipment in a polythene bag or close fitting air tight container for eight hours at room temperature (70 degrees minimum), b) Sample trapped air and if mercury vapor concentration is 0.1mg/cu meter or more, the material is considered contaminated insofar as to requirements to this purchase order are concerned. These requirements shall be included in any sub-tier purchase or contract hereunder and the supplier shall ensure compliance by sub-tier suppliers. Technical questions pertaining to these requirements shall be referred to the RAF Tabtronics supply chain manager who will coordinate responses to any questions. The supplier shall provide written confirmation that includes the following information on company letterhead signed by an appropriate agent, PO number and line item number, part number, qty, serial number, date code and/or Lot number (if applicable). At a minimum the written confirmation will state that, a) the delivered material does not contain metallic mercury or mercury contamination OR: b) the material contains functional mercury, the specific parts affect and that written approval from RAF Tabtronics authorizing shipment of the affected parts is attached

COUNTERFEIT WORK - For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable. SELLER shall not deliver Counterfeit Work to RAF Tabtronics under this Contract. SELLER shall only purchase products to be delivered or incorporated as Work to RAF Tabtronics directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by RAF Tabtronics. SELLER shall immediately notify RAF Tabtronics with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by RAF Tabtronics, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation RAF Tabtronics's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies RAF Tabtronics may have at law, equity or under other provisions of this Contract. SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provisions in lower tier subcontracts

for the delivery of items that will be included in or furnished as Work to RAF Tabtronics.

CONFLICT-FREE METALS POLICY - Several metals commonly used in the electronics industry: gold (Au), tantalum (Ta), tungsten (W) and tin (Sn) have a variety of sources, including what has been termed as a "Conflict Region". The following are statements describing our policy on procurement of metals derived from ore sourced from mines in "Conflict Regions".

- RAF Tabtronics LLC does not knowingly use tantalum (Ta) or tungsten (W) in our products.
- RAF Tabtronics LLC mostly uses the metal tin (Sn) as a component of the solder used in our products. The use of gold (Au) is minimal and is used as a finish on connection terminals.
- RAF Tabtronics LLC will continue to undertake reasonable due diligence within our supply chain to assure that tin (Sn) and gold (Au) is not procured as a "Conflict Metal". A "Conflict Metal" is a metal derived from ore sourced from mines in conflict areas of the Democratic Republic of Congo (DRC), or illegally taxed on trade routes, either of which is controlled by non-government military groups, or unlawful military factions.
- RAF Tabtronics LLC is committed to sourcing responsibly and considers mining activities that fuel conflict as unacceptable.

Conflict Metals policy statements from our major suppliers are available upon request.

TERMINATION – Purchaser reserves the right to cancel for any reason all or any part of this order without liability except to pay:

The contract price for items fully completed whether delivered or undelivered prior to notice of cancellation, within the period of standard manufacturing time in order for Seller to meet the Purchaser's required delivery.

All proper costs (which shall be determined in accordance with good accounting practice and shall be subject to audit by the Purchaser) therefore incurred by Seller in connection with items uncompleted when notice of cancellation is given.

The amount to be paid by Purchaser should not be in duplication of any prior payments nor shall the sum of payments exceed the total contract price. All property for which reimbursement is sought hereunder or which has been purchased for the performance of this order shall be the property of the Purchaser. After the receipt of notice of termination, Seller shall submit any claim in respect to the work terminated to the Purchaser, but in no event shall any claim be submitted later than six (6) months from the date of termination.

ACCEPTANCE – Notwithstanding any notice or agreement to the contrary, any written acknowledgment of this purchase order, or the shipment of any material or the furnishing of any services pursuant to the purchase order shall constitute acceptance thereof by the Seller of each and all of the expressed terms and conditions stated above and stated or referenced on the face hereof.

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