



P.O. TERMS AND CONDITIONS

responsible for all costs associated with RoHS noncompliance returns and will accept a full return for all parts not meeting RoHS compliance criteria if necessary. d) Seller is 100% responsible for all monetary and/or rework costs associated with product failures in addition to any further cost whatsoever associated with product failures. e) If suspect parts/counterfeit parts are furnished under this agreement such parts shall be impounded by Buyer. Buyer may provide a sample batch Supplier for verification and authentication. In addition, Buyer reserves the right to send such items to the appropriate manufacturer and appropriate authorities for investigation. f) Seller shall be liable for all costs relating to impound, investigation, removal, or replacement of suspect/counterfeit parts.

20. Complete Agreement: The Purchase Order, which includes any supplementary sheets, schedules, exhibits, and/or attachments annexed hereto by Buyer, contains the complete and entire agreement between the parties with respect to the subject matter of this Purchase Order, when accepted by acknowledgement, commencement, or performance. It supersedes any other communications, representations or agreements whether verbal or written. This Purchase Order may be accepted only on all the terms and conditions herein stated. Additional or different terms proposed by the Seller shall not be applicable, unless accepted in writing by the Buyer and made a part of this order. No acceptance by Buyer of or payment for goods ordered hereunder shall be deemed a waiver of the foregoing or an acceptance of any additional or different terms contained in any acknowledgement, invoice, or other form sent or delivered by Seller to Buyer.

21. Products, Methods, and Processes: Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the buyer incident to the placing and filling of this purchase Order shall not, unless otherwise specifically agreed upon in writing by the buyer, be deemed to be confidential or proprietary information, and accordingly shall be acquired free from any restrictions (other than restrictions which may derive from a valid patent.)

22. Packaging, Shipment, and Transportation: All charges for boxing, packing, crating, and storage are included in the price stated herein. Goods shall be suitably packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. All packages must bear Buyer's Purchase Order number. If purchase terms are F.O.B. shipping point, Seller will conform to Buyer's established routing and shipping instructions.

23. Applicable Law: All questions concerning the interpretation, construction, performance, and enforcement of this contract and remedies in the event of default shall be resolved in accordance with the laws of the state of New York.

24. Set-Off: Buyer shall be entitled, at all times, to set-off any amount owing, at any time, from Seller to Buyer against any amount payable at any time by Buyer in connection with this Purchase Order.