

## STANDARD TERMS AND CONDITIONS

Any provisions or conditions of Buyer's order which are in any manner inconsistent with or in addition to these terms and conditions (except additional provisions specifying quantity and shipping instructions) shall not be binding on Supplier, and shall not be applicable.

1. **Taxes:** Prices do not include Federal, state or local taxes, now or hereafter enacted, applicable to the goods sold, such tax or taxes will be added by Supplier to the sales prices where supplier has the legal obligation to collect same, and will be paid by Buyer unless Buyer provides Supplier with a proper tax-exemption certificate in advance of acceptance of order by Supplier.
2. **Terms and Method of Payment:** Where Supplier has extended credit to Buyer; terms of payment shall be shown on the invoice. The amount of credit may be changed or credit withdrawn by Supplier at any time. On any order on which credit is not extended by Supplier, shipment or delivery shall be made at Supplier's election. Cash with Order (in whole or part), C.O.D. or Sight Draft attached to Bill of lading or other shipping documents, with all costs of collection to be borne by Buyer. Pro Rate payments are due from Buyer as shipments are made by Supplier. If shipments are delayed by Buyer, payments are due from date when Supplier is prepared to make such shipments. Standard payment terms are Net, 30 days unless otherwise agreed to, in writing, by Seller and Buyer
3. **Title and Delivery:** The goods shall be delivered when ordered by Buyer on reasonable notice to Supplier, Ex-work. Supplier's plant or warehouse facility, and title thereto and liability for loss or damage in transit or thereafter shall pass to Buyer upon Supplier's delivery of the goods to a common carrier for shipment to Buyer. Shipping dates are approximate and are based to a great extent on prompt receipt by Supplier of all necessary information from Buyer.
4. **Contingencies:** Supplier shall not be responsible for any failure to perform due to causes beyond its control. These causes shall include but not be restricted to; fire, storm, flood, earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, labor shortage, transportation embargoes, or failure or delays in transportation, inability to secure raw materials or machinery for the manufacture of its devices, acts of God, acts of Federal Government or any agency thereof, acts of any state or local government or agency thereof, and judicial action. Similar causes shall excuse Buyer for failure to take goods ordered by Buyer other than those already in transit or in fabrication and not readily saleable to other buyers.
5. **Warranty and Claims:** Supplier warrants its devices against faulty workmanship or the use of defective material for 1 year from date of delivery to Buyer. The liability of Supplier under this warranty is strictly limited to replacing or repairing any devices which are returned during such period provided that (a) Supplier is notified in writing within 60 days of receipt of product. (b) the defective unit(s)

- is(are) returned to Supplier, with transportation charges prepaid by Buyer, and (c) Supplier's examination of such unit shall disclose to its satisfaction that such defects have not been caused by misuse, neglect improper installation, repair alteration or accident. In no event shall Supplier be liable to Buyer for collateral or consequential damage of any kind. This warranty is in lieu of all other warranties, express or implied, except as to title.
6. **Non-Waiver of Default:** Each shipment made under any order shall be treated as a separate transaction, but in the event of any default by Buyer, Supplier may decline to make further shipments without in any way affecting its rights under such order. If, despite any default by Buyer, Supplier elects to continue to make shipment, its action shall not constitute a waiver of any default by Buyer or in any way affect Supplier's legal remedies for any such default.
  7. **Termination:** If the products to be furnished under this order are to be used in the performance of end user's contract or sub-contract, and the end user terminates such contract in whole or part, this order may be cancelled in the same proportion. And, the liability of Buyer for termination allowances shall be determined by the then applicable regulations of the Government regarding termination of contracts. Supplier may cancel this order if in Supplier's judgment, Buyer's financial condition does not justify the terms of payment specified, in which case Supplier may cancel any unfilled order unless Buyer shall, upon written notice, immediately pay for all goods delivered or shall pay in advance for all goods ordered but not delivered or both, at Supplier's option.
  8. **Arbitration:** Any controversy or claim arising out of or relating to this order shall be settled by arbitration in accordance with the rules then prevailing of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Unless the parties otherwise agree in writing such arbitration will be conducted in Los Angeles, California.
  9. **Law:** The validity performance and construction of these terms and conditions and any sale made hereunder shall be governed by the laws of the State of California.
  10. **Assigns:** Any contract made hereunder shall be binding and unsure to the benefit of the successors and assigns of the entire business upon and goodwill of either Supplier or Buyer or of that part of the business of either used in the performance of such contract.
  11. **Modification of Standard Terms and Conditions:** No addition to or modification of any of the provisions upon the face or reverse of this form shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier.