

All quotations issued by Operations, Procurement & Supply Chain Services Inc. (OPS Inc.) and/or its subsidiaries ("Seller") for the sale of products are subject to these terms and conditions. These terms and conditions (hereinafter, this "Agreement") apply to any Buyer purchase orders ("Order(s)") for products and/or services and support ("Product(s)") provided by Seller. By issuing any Order to Seller, accepting delivery of any Product and/or making any payment to Seller for any Product, the Buyer unconditionally and irrevocably accepts the terms and conditions of this Agreement. All prior proposals, negotiations and representations, if any, are merged herein.

1. Acceptance of Order – Entire Agreement – Modification

Any Order for the purchase of Products shall strictly conform with the terms and conditions set forth herein, which shall be referred in each Order and become a part of any Order issued to Seller by Buyer. Seller hereby objects to any terms and conditions proposed by Buyer in the Order that are inconsistent with or in addition to this Agreement, and any such unilateral Buyer terms and conditions shall be treated as proposals for addition to the Order and shall be void and of no effect unless and until specifically agreed to in writing by Seller. The return of the Order acknowledgment copy by Seller, commencement of performance, or acceptance of any payment under the Order shall not constitute acceptance of any terms and conditions proposed by Buyer. These terms and conditions constitute the entire agreement and understanding between the Buyer and Seller relative to the Order and no change to or modification of this Agreement shall be binding upon Seller unless in writing and signed by a duly authorized representative of Seller.

2. Payment

All payments under Orders placed pursuant to this Agreement shall be made in U.S. dollars and, provided Seller's credit and collections department has granted credit terms to Buyer, payments shall be due net 30 calendar days after the date of the invoice unless otherwise mutually agreed. No discounts, set-offs or offsets are authorized. Each shipment shall be separately invoiced and paid when due without regard to other shipments. If Buyer does not make payment in accordance with the terms of the payment specified, Seller may suspend or refuse to perform any further work under the Order unless Buyer immediately pays for all products/services that have been delivered and pay in advance for all products/services to be delivered. Any past due balance will accrue interest at the monthly rate of one and one-half percent (1.5%) per any month of delay starting from the invoice due date. Any remedies hereunder shall be in addition to any remedies available at law or in equity.

3. Taxes

A. Domestic Taxes - All prices are exclusive of federal, state, or local sales, use, excise, and similar taxes of the U.S. Government or any political subdivision thereof applicable to the sale or to the products/services sold. Any such taxes will be separately itemized on Seller invoices and paid by Buyer, whether or not such taxes are presently or hereafter applicable, assessed or arising out of this transaction, and, without limitation of the foregoing, whether in the nature of a gross receipts, property, excise, sales or use tax imposed upon the Buyer, Seller, or the products/services. Unless the Buyer provides Seller with a valid and correct tax exemption certificate applicable to Buyer's purchase of Product and the Product ship-to location, Buyer is responsible for sales and other taxes associated with the order.

B. Foreign Taxes and Duties - The prices contained herein do not include any foreign taxes and/or import/export duties applicable to the products/services to be furnished hereunder.

All such foreign taxes and import/export duties shall be paid by the Buyer.

4. Shipping/F.O.B. Origin

Shipment of Products shall be FOB (Incoterms 2010) origin (Seller facilities). All required shipping costs, insurance, export/import duties, taxes (foreign and domestic) and any other related costs and risks consistent with the designated shipping method shall be borne by the Buyer for delivery of the Products to Buyer's chosen destination. Packaging of the Products is included in the price quoted for delivery and shall be in accordance with the standard commercial practices of Seller. In the absence of prior agreement as to shipping, Seller may select a carrier. Seller responsibilities for any loss or damage ends and title passes when Products are delivered to carrier, to Buyer, or to Buyer's agent (including, without limitation, any test house or value added service provider), whichever occurs first.

5. Force Majeure

Seller shall be excused from and shall not be liable to the Buyer for any failure to perform or delay in performing any Order by reason of causes beyond its REASONABLE control and not occasioned by its gross negligence "Force Majeure" (excusable delay), including but not being limited to, acts of God or the public enemy; civil wars, insurrections or riots, fires, floods, explosions, earthquakes or other catastrophes or serious accidents; epidemics, plagues or quarantine restrictions; any action or inaction of government, governmental authorities acting in either an executive or sovereign capacity, and allocation regulations, foreign exchange control regulations, or import and export regulations affecting materials or facilities due to any of the foregoing causes, delay in delivery by Seller's suppliers when Seller demonstrate that the necessary due diligence was done in order to assure on time delivery or any other cause or causes beyond Seller reasonable control. Force Majeure causes shall not affect the rights or obligations of the parties under this Agreement unless the cause for the delay by its nature affects an Order placed pursuant to this Agreement. Upon the occurrence of a Force Majeure event, Seller will notify the Buyer of the delay and the cause. Seller shall not be liable to Buyer or its customers for damages as a result of Force Majeure. The Buyer agrees to provide Seller with an equitable adjustment commensurate with the impact of the Force Majeure. Specifically, Seller shall have the option to (a) obtain a schedule adjustment, (b) obtain a schedule and price adjustment as mutually agreed in writing by both Buyer and Seller, or (c) terminate the Order, depending upon the nature and duration of the delay.

6. Warranty

Products, components and materials sold by Seller are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Seller or the manufacturer. Buyer's exclusive remedy, if any, under these warranties is limited, at Seller election, to any one of (a) refund of Buyer's purchase price, less a 25% restocking fee, (b)

TERMS AND CONDITIONS OF SALE

Operations, Procurement & Supply Chain Services Inc.



replacement of any such Product (c) repair by the manufacturer of the defective parts. Buyer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO OPS INC. AND/OR ITS SUBSIDIARIES BY OR ON BEHALF OF BUYER. Use of the Buyer's part number on this or any other document or on any Products is for convenience only and does not constitute any representation by Seller with respect to the performance, specifications, or fitness of any part for any purpose.

7. Limitation of Liability

Except for the warranty coverage referenced in paragraph 6, above, NEITHER SELLER NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN SELLER PERFORMANCE HEREUNDER. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, COLLATERAL, DIRECT OR INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUE, WORK STOPPAGE, IMPALEMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OR INCREASED EXPENSES OF OPERATION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. Notwithstanding anything in this Agreement to the contrary, the remedies set forth in this Agreement shall apply even if such remedies fail their essential purpose.

Seller retains a purchase money security interest in all Products sold by Seller to customer, and in the proceeds of any resale of such Products, until the purchase price and any other charges due to Seller have been paid in full.

8. Software

Any software included in or relating to Products is supplied by the manufacturer. Seller makes no representation or warranty with respect thereto and will have no liability in connection therewith. Buyer agrees to comply with the manufacturer's or other requirements with regard to proprietary and similar rights in and to such software (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if the seal on any "shrink wrapped" software has been broken by Seller, and will indemnify Seller against and hold it harmless from any and all liability, claims, suits, obligations, judgments, losses, damages and costs, including without limitation reasonable attorneys' fees and expenses arising out of or in connection with a breach or purported breach of such requirements.

9. Cancellation of Order

No Order may be cancelled, rescheduled or reconfigured by the Buyer without prior written authorization by Seller and, in such event, Buyer will be liable to Seller for any additional costs and expenses incurred by Seller.

10. Acceptance of Product/Delivery

Products are deemed accepted by Buyer unless Buyer notifies Seller in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Material Authorization Form ("RMA") issued by Seller. If Buyer refuses to accept tender or delivery of any Products or returns any Products without authorization from Seller such Products will be held by Seller awaiting Buyer's instruction for 20 days after which Seller may deem the Products abandoned and dispose of them as it sees fit, without crediting Buyer's account or incurring any liability to Buyer.

11. Governing Law and Regulations

The applicable laws governing this Agreement and any Order issued hereunder shall be in accordance with the laws of the State of New York, excluding its conflict of laws principles, and United States federal laws including its provision of the Uniform Commercial Code (UCC) and in accordance with any required U.S. regulations concerning the export of products, but specifically excluding the provisions of the 1980 U.N. Convention for the International Sale of Goods.

12. Dispute Resolution

All disputes and claims relating to this Agreement, the rights and obligations of the Parties under this Agreement, and/or any claims or causes of action relating to the performance of either Party, shall first be referred for resolution to the respective Party's executive management. If such persons cannot resolve such matter within thirty (30) calendar days of commencing good faith negotiations, then the Parties may agree to jointly participate in alternate dispute resolution or either Party may file suit in the United States in a court of competent jurisdiction. Notwithstanding, either Party may immediately seek injunctive relief in a court of competent jurisdiction against improper use, disclosure, or threatened improper use or disclosure of proprietary information.

Upon any breach by Buyer of these terms and conditions, Seller will have all rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies will be cumulative and not exclusive. Buyer is responsible for all costs and expenses incurred by Seller in collecting any sums owing by Buyer (which may include, but are not limited to, collection agency and reasonable attorneys' fees). If Seller incurs costs collecting on any judgment arising out of Buyer's breach, Buyer will be responsible for them, and this provision will survive the entry of any such judgment. Seller shall have the right to offset any sum owed by Seller to Buyer against any sum owed by Buyer to Seller.

13. Product Returns

Returns of any type must be approved by Seller in writing and all return documentation must contain Seller's Return Material Authorization Form ("RMA") identification number. Returned shipments not approved by Seller or not properly identified will be refused by Seller. The request for return must include the serial number and full identification of the Products to be returned and a detailed description as to the nature of defect

or problem. Proper handling procedures must be used in the packing and shipping of all returned Products. Products must be returned in the same or equivalent container in which they were shipped with the RMA identification number clearly visible on the package. Buyer retains title to Products returned for repair.

14. Export Compliance

The Buyer shall not, directly or indirectly, export, re-export, transfer, furnish, or transship Products in violation of any applicable export control laws and regulations of any country having jurisdiction over the Products or the parties to this Agreement ("**Export Laws**"), including without limitation, the U.S. Export Administration Regulations, the Enhanced Proliferation Control Initiative (EPCI) Regulations, the Foreign Asset Control Regulations and any economic sanctions imposed by the United States Government upon any foreign country. Buyer represents and warrants that the Products will not be destined for a prohibited chemical, biological or nuclear weapons or missile use. Buyer agrees, at Buyer's own expense, to comply with all applicable Export Laws and will, in accordance with the indemnification provisions of this Agreement, indemnify, defend and hold Seller harmless from any claim against Seller due to Buyer's violation or alleged violation of any Export Laws. Should the United States Government fail to approve an export license required for the Product or subsequently cancel such license, the parties shall meet to examine the practicality of a solution to meet the original intent of the transaction.

15. Trademarks; Trade Names

Buyer agrees that it will not use in any way Seller's trademarks and trade names, and it will not publish, or cause to be published any statement, or encourage or approve any advertising or practice, which may be detrimental to the good name, trademarks, goodwill or reputation of Seller or the Products. Buyer agrees to change or withdraw, at the Buyer's own expense, any material or activity that Seller decides is inaccurate, objectionable or misleading or a misuse of the Seller name, trademarks, service marks, or Seller logos. Buyer is prohibited from stating or implying that the Buyer and Seller are partners, creating the impression that Seller is affiliated with the Buyer or has sponsored, authorized, approved or endorsed the Buyer's business, or any offer or any marketing, advertising or promotion thereof. Buyer may not register or use any domain name or business name containing any confusingly similar name or mark to any Seller name or mark.

16. Invalidity

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Terms and Conditions of Sale.