1. UNLESS OTHERWISE SPECIFIED by Seller, prices for goods sold shall be for the quantity specified and do not include charges for transportation, insurance, special packaging, marking, applicable sales or use taxes, value added taxes, export or import licenses, fees, taxes, duties and the like. The customer entity designated on the face hereof ("Buyer") shall bear the cost of such charges in addition to the prices quoted or invoiced. Prices are in U.S. dollars.

2. PAYMENT-TERMs: Payments are accepted subject to collection, and the collection date shall be the date paid. Seller may apply any cash received from Buyer against any obligation of Buyer to Seller, whether or not due or accruing, and at its discretion. Any checks received from Buyer shall be considered as payments unless accompanied by a counter check or note. Partial payments are non-refundable. Prices are net 30 calendar days from date of shipment, unless otherwise specified in writing by Seller. Buyer shall be responsible for payment of the full amount of any invoice rendered by Seller. Any amount not paid by the due date shall bear 1% per month late payment charge (or the maximum rate allowable by law, if lower) assessed against any unpaid balance from the invoice date until the payment date, together with Seller’s cost of collection (including reasonable attorney’s fees).

3. SHIPMENT, SHIP DATE, VARIATION IN QUANTITY: Goods shall be shipped to Buyer by ExWorks (Incoterms 2010) Seller’s manufacturing facility. Without Buyer’s written instructions, Seller shall select the common carrier but shall not assume liability in connection with shipment, nor shall the common carrier be construed to be Seller’s agent. Transportation charges shall be collected on delivery or will be invoiced to Buyer. Goods will be shipped in Buyer’s packaging deemed appropriate. If Buyer requests special packaging for goods, Seller may charge for the special handling, if requested. Goods shipped to Buyer will be shipped FOB shipping point unless otherwise specified in writing by Buyer. Seller reserves the right to make substitutions and modifications in the specifications of goods sold to Buyer if such substitutions or modifications do not cause a material adverse effect on performance.

4. CANCELLATION, RESCHEDULING: Buyer may not cancel the purchase, nor rescind the shipment or delivery, of the whole or any part of the order or installment ordered.

5. SELLER’S LIMITED WARRANTY: (a) Warranty. Except as otherwise provided herein, Seller warrants that goods sold will be free from defects in material and workmanship for 1 year from the date Seller ships such goods to Buyer (the “Warranty Period”). This warranty is in lieu of any other warranty, express or implied, arising from law or otherwise, including, but not limited to, any implied warranty of commerical fitness or merchantability. This warranty is not assignable or transferable.

6. INDEMNITY AGAINST INFRINGEMENT: (a) Seller’s Indemnity Obligation. Except as otherwise provided herein, and subject to the limitation of liability set forth below, Seller shall indemnify, defend and hold harmless Buyer and its subsidiaries from and against (i) actions and litigation alleging that the use of said consigned components infringes or misappropriates any 3rd party’s US patent (“P Claims”); provided, however, that the foregoing indemnity and defense obligation is conditioned on the following: (i) Buyer’s prompt written notice to Seller of the alleged infringement; (ii) Buyer’s right to select its own counsel, at Buyer’s own expense, to cooperate in the defense of any action or claim; (iii) Seller’s refusal to cooperate in such defense, as elected by Buyer; and (iv) Buyer’s control over the defense, if any, in such action, including the control of whether and in what manner to settle any claim or action. Buyer’s consent shall not be required to settle any claim or action. Buyer shall have the right, at its option, to (i) modify the allegedly infringing goods or the affected part thereof with equivalent non-infringing technology, or (ii) within 30 calendar days of Seller’s receipt of said allegedly infringing goods, refund to Buyer an amount equal to the net price paid by Buyer for such allegedly infringing goods. If Buyer makes either of these choices with respect to P Claims arising out of or in any way related to (i) designs, specifications or intellectual property of Seller not developed or not furnished by Seller; or (ii) components of goods, including without limitation memory semiconductors, consigned or sold to Buyer by Seller but specified by Buyer; or (iii) the combination of goods with any hardware, products, equipment, materials, text, graphics, software or the like supplied by a party other than Seller; or (iv) modification of goods by a party other than Seller, (v) use of goods in combination with any products or equipment furnished or sold or made available to Buyer by a party other than Seller; or (vi) the use of any component, including consigned components, of goods that are not manufactured or have not been manufactured by Seller, or (vii) any of said consigned components. Buyer shall ship consigned components to Seller (ExWorks (Incoterms 2010) Seller’s manufacturing facility). (b) Defective, Faulty or Damaged Consigned Components. Seller shall return consigned components damaged at delivery, non-conforming to Seller’s specifications, not conforming to design or functionality, or damaged in transit to Buyer. Buyer shall be responsible for damages resulting from or caused by the consigned component, including any associated damage to Buyer’s equipment, products, or other goods. Seller shall have no obligation to repair or replace damaged consigned components, nor shall Seller be responsible for any such damages. Buyer shall be responsible for damages resulting from or caused by the consigned component, including any associated damage to Buyer’s equipment, products, or other goods. Seller shall have no obligation to repair or replace damaged consigned components, nor shall Seller be responsible for any such damages.

7. PROPERTY AND OWNERSHIP RIGHTS: Seller’s design, development and manufacture of a good or Buyer’s failure to be produced to work a mode for him and shall not give to Buyer any patent, copyright or any other intellectual property right that is obtained by or any part thereof. Such rights shall remain Seller’s property. Tooling, fixtures, test equipment, models, patterns, molds, processing, software and technology and other proprietary information of Seller whether or not made for, obtained by or developed for Seller for the performance of this agreement, shall remain Seller’s sole property. Buyer’s payment of any costs or expenses relating to any of the foregoing (including without limitation non-recurring expenses) shall not be deemed to grant Buyer any ownership interest therein. Seller shall have for the performance of this agreement all rights, licenses, approvals and consents required for it to perform this agreement in accordance with its terms. Seller agrees to assign any and all rights, licenses, approvals and consents such that Buyer has for the performance of this agreement.

8. USE OF GOODS. Seller’s goods are not designed for, and Seller has no desire to enter the life support market or to supply its goods for use in life support systems, critical care applications, human implantations, nuclear facilities or systems or any other applications in which product failure could lead to loss of life or catastrophic property damage, or to expose itself to the risk of damage, loss, expense, liability, death, injury or other potential adverse verdict or judgment in relation to any such use of its goods. Accordingly, Seller disclaims liability, and acknowledges that Buyer has no reliance on Buyer’s use of Seller’s goods, including without limitation the performance of this agreement or otherwise (including, without limitation Section 3 and the DDP terms set forth in this Section 10), Buyer offers goods for sale and sells goods subject in every case to the condition that such sale does not convey any title, right, interest, power or privilege (exclusive of such as the right of such sale) under any patent, copyright, mask work or other intellectual property of any person and is in lieu of warranties or representations. EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN REGARD THERETO. NO WARRANTIES ARE DISCLAIMED OR EXCLUDED AND NO REMEDIES ARE LIMITED HEREUNDER TO ANY EXPRESS OR IMPLIED REMEDIES, DAMAGES, LIABILITIES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION NON-RECURRING EXPENSES) SHALL NOT BE DEEMED TO GRANT 1) Demands, actions, litigation, proceedings and the like arising out of or related to such sale or use (“Use Claims”), and (ii) items, liabilities, damages, costs, expenses (including reasonable attorney’s fees) and the like arising out of or related to any use of Related Claims. Seller is liable for any use of its goods, including, but not limited to, Seller’s failure to perform the agreement or otherwise, from any cause whatsoever, whether resulting from breach of contract or negligence or otherwise, shall not exceed the price paid for the specific goods as to which the claim is made. The limitations contained in this section shall apply notwithstanding any failure of essential purpose of any limited remedy provided under any term of this agreement.

9. BUYER’S DUTY TO GIVE TIMELY NOTICE OF Buyer’s breach. Buyer shall notice in writing within 30 calendar days of Buyer’s discovery of any defective performance, failed performance or other breach of this agreement by Seller. Buyer’s failure to provide such notice shall be a waiver of any rights or remedies arising out of such breach. Seller shall have the right to inspect or test any consigned components and shall make such components available to the common carrier or to Buyer. Buyer’s right to inspect or test any consigned components shall be exercised only in accordance with Section 6(b). Buyer’s right to inspect or test any consigned components shall be exercised only in accordance with Section 6(b).

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES BY BUYER. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY WAS NOTIFIED OR AWARE OF THE POTENTIAL OF SUCH DAMAGES. WITHOUT LIMITATION OF THE ABOVE, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OF THE FOLLOWING COSTS OR EXPENSES, WHETHER OR NOT SUCH PARTY WAS NOTIFIED OR AWARE OF THE POTENTIAL OF SUCH COSTS OR EXPENSES: (1) LOSS OF DATA OR OTHER CONSEQUENTIAL OR INDIRECT DAMAGES; (2) DELAYS; (3) DAMAGES OR OTHER EXPENSES ARISING FROM ANY BREACH OR DEFAULT OF THIS AGREEMENT OR OF ANY OTHER AGREEMENT TO WHICH THE PARTIES ARE SUBJECT, WHETHER OR NOT SUCH PARTY WAS NOTIFIED OR AWARE OF THE POTENTIAL OF SUCH DAMAGES; (4) DAMAGES FOR BAKING, BAKING, OR OTHER LIABILITIES; (5) DAMAGES FOR CONTRACT TERMINATION; (6) DAMAGES BASED ON LOSS OF BUSINESS OR GOODWILL; (7) DAMAGES FOR LOST OPPORTUNITY; (8) DAMAGES FOR DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES. (b) Warranty Returns. During the Warranty Period, Seller will, at its option and as Buyer’s sole and exclusive remedy for any defect or breach of warranty, either credit Buyer for or repair or replace defective but good or damaged goods. Buyer shall return such goods to Seller in the original packaging, with shipping charges prepaid, within 10 calendar days of Buyer’s discovery of any defect or breach of warranty, and Buyer shall pay any shipping charges and the like incurred in connection with the return of such goods. Seller’s failure to replace or repair defective but good or damaged goods within 10 calendar days of Buyer’s receipt of said goods shall, in addition to any other remedies available to Buyer, constitute a breach of warranty. Seller shall have no obligation to repair or replace defective but good or damaged goods, and Buyer shall pay any shipping charges and the like incurred in connection with the return of such goods, and Buyer shall pay any shipping charges and the like incurred in connection with the return of such goods.

11. SUBSTITUTIONS AND MODIFICATIONS. Seller reserves the right to make substitutions and modifications in the specifications of goods sold by Seller if it is a result of substitutions or modifications do not cause a material adverse effect on performance.