

1. GENERAL.

Buyers or customer has been notified and has knowledge of Miltronix Inc (an ILLINOIS corporation) about its out source of Manufacturing and Commodity and PCB and PCBA related trading practice.

The terms and conditions set forth below, together with the written information contained on the face of Any purchase order ("Order") and all attachments and exhibits attached hereto and all specifications, drawings, notes, Instructions, and other written materials and information including those that can be found on the Supplier Partner Access Page (Link: <http://www.mil-tronix.com/partners-access/customer-requirements/index.php>) referred to therein (The "Terms") shall apply to the purchase of the products and/or services described in this Order (collectively "Products") and are incorporated herein and are made a part of this Order. Seller may accept this Order either by Performance or the sending of an acknowledgement; provided, however, that any additional terms and conditions Contained in Sellers offer or counteroffer documents (including any acknowledgment or invoice) shall not apply to this Order unless they are specifically accepted by an individual of Buyer having the title of Vice President or higher ("Buyers Representative") in writing. In the event this Order is deemed to be an acceptance of a Seller quotation (Rather than an offer or counteroffer accepted by Seller by performance or acknowledgement), then Buyers Acceptance of Sellers quotation is expressly conditioned on Sellers agreement to these Terms. If a purchase Agreement (signed by a Buyer Representative) exists between Seller and Buyer with respect to the Products, the Terms of such agreement shall prevail over any inconsistent Terms herein. In no event shall Buyers silence in Response to any document containing Sellers terms and conditions be construed as an acceptance of any such terms Or conditions. The Order is by and between the Seller and the particular Buyer entity set forth on the front of this Document, and does not bind any other entity, including any Affiliate of Buyer.

2. PRICE, INVOICES, PAYMENT TERMS, AND DISCOUNTS. Prices for Products shall be in the currency set forth On the front of this Order, or if no currency is specified thereon, the currency of the country in which SELLER is Incorporated. Seller warrants that the prices offered for the Products hereunder are the reasonably lower prices for these or Similar Products quoted by other prospective Sellers, and in the event of any price increment between the acceptances of This Order and delivery of the Products, seller shall be entitled to such increment. Seller shall submit invoices which Include, at a minimum, the following information: Order number, item number, description of item, size of item, quantity Of item, unit price, applicable taxes, extended totals, and any other information specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. The Product price excludes all applicable foreign, federal, State, and local taxes, tariffs, import duties, commissions, and all shipping, freight, transportation, packing and Handling charges required to deliver the Product to the delivery point in accordance with Section 3(b); provided, However, that all freight, transportation, duties and taxes (including value added taxes) shall be separately itemized. Payment terms for any valid and non-disputed invoice are up on order, up on cash(credit card, cashier's check or Buying company's check) on delivery or net ninety (30) days from the date of receipt of product only up on terms and credit application is satisfactorily furnish and agreed.

In the event Buyer disputes any invoice, it will promptly notify Seller, and the parties shall use their respective efforts to Resolve the dispute. Payment of invoices shall be deemed correct unless Seller notifies Buyer of any payment discrepancies within ninety (90) days after receipt of payment.

3. DELIVERY; INCOTERMS; RISK OF LOSS; PACKING AND SHIPMENT; OVERSHIPMENTS.

(a) TIME IS OF THE ESSENCE OF THIS ORDER. If Buyer place order before 10am the appropriate day will be counted in working days.

The delivery date shall be that which is specified in the Order unless agreed otherwise in writing between Buyer and Seller.

Seller shall immediately notify Buyer in the event that Sellers timely performance under this Order is delayed or likely to be delayed, in whole or in part, and Seller shall provide Buyer with all available information regarding the reasons for the delay.

Such notice shall not constitute a waiver by Buyer of any of buyer's obligations hereunder. If delivery of the Products is not timely completed, Buyer has to provide additional time to seller to full fill and reschedule delivery. Without liability and in addition to all its other rights and remedies:

- (1) Not to terminate this Order by any means effective when received by Seller as to Product not yet shipped
- (2) To request that Seller, at its expense, ship Product by expedited means
- (3) Not to recover from Seller any damages it incurs, including but not limited to any damages it is required to pay to any third party.
- 4) Partial shipments or shipments prior to the delivery date shall be permitted unless agreed to in writing by Buyer.

5) Product delivered to Buyer

a) +/- three (3) days of the delivery date herein as in PO

b) +/- 5% excess of the ordered quantities may be shipped by seller If PO does not specify any instruction for over shipment and Delivery time window

(c) Unless otherwise specified in the Order or in another written communication from Buyer to Seller, (i) seller has rights to Pack all product in good commercial practices; (ii) Seller shall attach a complete packing list to the Outside of each packing container; (iii) Seller shall mark all containers or packages with necessary lifting, loading and Shipping information; (iv) Seller shall mark all shipments with bar code labels meeting Electronic Industries Association Outer Shipping Container (v) Seller will try to ensure that all packaging complies with Laws on packaging and waste as implemented by the various member states of the European Union, as well as with Similar environmental laws in other jurisdictions and shall include all information required by the RoHS, WEEE, or REACH; (vi) Seller will try to ship Product in a manner which complies with all laws, including ICC regulations and which is Adequate to insure safe arrival of the Product at the destination

If buyer insists to export or ship their product internationally Buyer agreed in writing and will provide international shipping exporter or importer DHL account number, international address and receivers email and full name. Seller shall be the exporter of record for Product and technical data.

(e) All information held by or reasonably available to Seller regarding any potential hazards known or believed to exist in the transport, handling or use of the Products shall be label to each package and communicated to Buyer.

4. WARRANTY.

(a) In addition to any express or implied warranties, Seller warrants that Products will be (1) new and unused, (2) free From all defects, including defects in workmanship, material, design and manufacture, (3) of merchantable quality and fit for the purposes intended by Buyer, (4) in conformance samples furnished by Seller, And all Seller quality requirements as defined in the Supplier Quality Requirements as per IPC600 "All product sold by seller has a limited liability"

In case of Nonconforming material Seller will issue a RMA to return the product after extensive investigation and concluding that product is completely unusable by buyer.

If buyer has used partial or all products for assembly and it fails electrically seller will not be responsible for charges of full assembly unit price but seller will replace only PCB without any labor charges.

Seller is only liable to reimburse Invoice amount of the product returned or will allowed to replace product in suitable and appropriate lead time.

All product shipped has been electrically tested and it is buyer's responsibility to ensure and test sample product by passing thru

Wave soldering to ensure proper wetting and furnish full set of assembly and test to make sure it's electrical workability.

All products must be used by buyer in date code priority according to IPC code.

If product is lie on self long time and date code expired sellers limited warranty will not be honored.

(5) Free from infringement of any

Third party intellectual property such as PCB or PCBA data, specs, films, prints and other material provided by Buyer with RFQ will be held by Seller for 12 months and will be destroyed by the seller and seller will not responsible for those items.

If Po and the part number is issued by buyer and entered in seller's system then all PCB or PCBA data, specs, films, prints and other material will be held up to 5 years if part is not active in sellers system. After 5 years such PCB or PCBA data, specs, films, prints and other material will be purge from system without approval of customer or buyer.

(b) In the event previously built parts were not built with the RoHS, WEEE, REACH, or other specified environmental laws and buyers wants to add such new requirements in new PO then seller will be allow to require to incorporate such changes by increase product price accordingly.

"RoHS" means EU Directive 2011/65/EC (recast), "WEEE" means EU Directive 2002/96/EC and "REACH" means the EU regulations concerning the Registration, Evaluation, and Authorization of Chemicals Buyer orders Product which it specifies must comply with The RoHS, WEEE, REACH, and/or similar environmental laws and restrictions in other nations, then Seller represents, Warrants and certifies that all Products comply with the RoHS, WEEE, REACH, or other specified environmental laws.

"RoHS" means EU Directive 2011/65/EC (recast), "WEEE" means EU Directive 2002/96/EC and "REACH" means the EU regulations concerning the Registration, Evaluation, and Authorization of Chemicals. The parties acknowledge that Buyer may specify RoHS, WEEE, REACH, or other environmental compliance in various ways, including but not limited to relying on Sellers published Product specifications or any other statement from Seller stating that the Product complies with the RoHS, WEEE, REACH, or other environmental laws, or by advising the Seller either in a Request for quotation, on its Order(s), or otherwise.

(c), if Products delivered pursuant to this Order do not meet the

Foregoing warranties, seller shall, at its sole option, have the right to (i) require Seller to correct any defective or Nonconforming Product by repair or replacement; (ii) returns such defective Product to Seller by Buyers expense.

(iii) Work with seller to Correct the defective or nonconforming Product itself and charge Seller with the cost of such correction.

In addition, buyer shall Indemnify and hold the seller-Indemnified Parties harmless from and against any Claims. In The event Buyer requests a return for replacement due to absolutely not repairable or rework able to resolve issue Seller will

(a) Provide Buyer with a return material authorization Number within 24 hours after Buyers request,

(b) replace or rework and ship the nonconforming returned Products

Within five (5) business days after receipt

(c) Shall bear all shipping costs required to effectuate the replacement.

(d) Any repaired Product shall be warranted as set forth herein to the same extent and duration as the Product initially Furnished.

(e) In addition to the foregoing warranties, Seller warrants that the Product, Sellers business (including its Manufacturing, operating and hiring processes), and the Product documentation comply with all international, national, Federal, state, and local ordinances, rules and regulations (including but not limited to the Fair Labor Act of 1938, as Amended, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act of 1976 and the Transportation Safety Act of 1974, as amended, all regulations of the Food and Drug Administration, the Federal Acquisition Regulations, and any similar law outside of the United States, as such laws have been amended, modified, or implemented (collectively "Laws") and that the manufacture and sale of the Product complies with all Laws. Seller further warrants the accuracy of all Product documentation it provides to Buyer, including but not limited to Customs-related documents and MSDS and safety-related documents

5. INSPECTION AND ACCEPTANCE. Seller warrants as Payment for the Product does not constitute acceptance of the Product and

Buyer reserves the right to take an adjustment (by means of a credit memo or otherwise) for errors, shortages, defect in the Products or other failure of Seller to meet the requirements of this Order. Product will only be deemed accepted After it has actually been counted, inspected and tested by Buyer and determined to be in conformance with this Order. Notwithstanding the foregoing, Buyers failure to inspect or test the Product shall not relieve Seller of any of its Responsibilities hereunder. In case any Product is not in conformity with the requirements set forth in the Order or These Terms, seller will mutually agree with Buyer to have (in addition to charging Seller for the inspection of the Products) the right to reject it, to Require its correction, or to accept it with an adjustment in price. Any Product that has been rejected or required to be Corrected must be replaced or corrected by Seller within five business days after notice.

6. CHANGES. Buyer will not be allow to have suspend performance hereunder, increase or decrease the Ordered quantities, or make changes in drawings, designs, specifications, Materials and packaging after production start buyer can change place of delivery and/or method of transportation ("Change(s)") If product is not shipped out and Seller Agrees to accept such Changes as though the Changes were included in the Order. If any Changes cause an increase or Decrease in the Cost, or the time required for performance, Seller will notify Buyer, and the parties shall agree on an equitable Adjustment in the price and/or delivery date, and shall modify the Order in writing. Buyer's verbal agreement to adopt such changes in price will be honor by buyer.

Seller shall be allowed to make minor changes to the form, fit, function to any Products or any changes to the drawings, Designs, specifications, materials, process, packaging for the product manufacturability and maximize yield of product to ensure product price compatibility with approval of buyers and customer engineering department.

7. TERMINATION AND CANCELLATION.

(a) Seller shall have the right to terminate any Order or any portion thereof "for cause" and without any liability to Seller (i) in the event buyer breaches any of these Terms or (ii) Seller believes in good faith that Buyer will be unable to pay its obligations hereunder, requests that the buyer give it adequate assurances of performance, and buyer fails to do so within five business days. In addition, this Order shall automatically terminate for cause and without liability to seller in the event buyer assigns substantially all of its assets to a third party for the benefit of its creditors, files for Bankruptcy or has a bankruptcy proceeding filed against it which proceeding is not dismissed within sixty days after Filing. Buyer shall indemnify the seller-Indemnified Parties for all Claims resulting from seller's termination for cause, Including the costs of transferring production to a third party, the procurement of substitute product, line down charges and any other costs incurred by seller.

(b) Buyer shall have the right to terminate the Order or any portion thereof for its convenience. In the event of such a Termination, Seller shall immediately stop all affected work hereunder, place no further orders for materials to complete the affected work, and observe any instructions by Buyer as to work in process.

after such termination, Seller may submit to Buyer its written claim for termination charges.

. Buyer or customer is fully liable to make partial work in process prorate charges within thirty (30) days

9. U.S. GOVERNMENT PROVISIONS. (a) If required, Seller shall comply with Section 12 of the Federal Acquisition Regulations ("FAR") Acquisition of Commercial Items and all such regulations (including the regulations set forth in

FAR 53.301) are hereby incorporated by reference into this Order. In the alternative, if a contract number is shown on the face hereof, the following special terms and conditions shall apply; (1) all applicable provisions of any contract Between Buyer and the government prime contractor or subcontractor, and all statutes regulations, orders or similar Government contracting provisions which by law or regulation are required to be made a part of the Order, are Incorporated herein by reference, and shall be flowed down by Seller to any subcontractor, sub-supplier or Sub-manufacturer being utilized by Seller. By accepting this Order, Seller assumes toward the government, prime Contractor and subcontractor the same obligations toward Buyer that Buyer has assumed in the contract or Subcontract with the government, prime contractor or subcontractor, and (2) any additional government contracting Provisions of which Buyer has advised Seller shall be incorporated herein by reference.

(b) Buyer is an equal opportunity employer and federal contractor. To the extent applicable, the parties will comply with the following laws, which are incorporated herein by reference: 41 CFR 60-300.5(a), 41 CFR 60-1.4(a), and 41 CFR 60-741.5(a). These Regulations prohibit discrimination against qualified individuals based on their status as protected veterans and individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

(c) Seller has to be advised of the existence of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78 et seq.) and make aware that it is familiar with the terms of the FCPA and agrees to comply with its terms.

(d) Seller agrees to conduct a reasonable country of origin inquiry relating to "conflict minerals", as defined in Section 1502 of the Dodd-Frank Act and its implementing regulations and shall comply with Buyers requests for information about Sellers inquiry.

10. COMPLIANCE WITH BUYERS CODE OF CONDUCT. Seller will comply with Buyers Business Code of Conduct and Ethics. In particular, Seller shall not make or offer a gratuity or gift of any kind to Buyers employees or their families that could be viewed as relating to an actual or potential business relationship with Buyer. Gifts inc personal services, favors, discounts and other preferential treatment of any kind.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER (Milttronix INC) BE LIABLE TO BUYER OR A THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST OPPORTUNITY). IN NO EVENT SHALL SELLER' (Milttronix INC) LIABILITY FOR ANY PRODUCT ORDERED HEREUNDER EXCEED THE PURCHASE PRICE OF THE PRODUCT.

12. CONFIDENTIALITY. Seller agrees to keep information provided by Buyer confidential in accordance with the terms and conditions of the nondisclosure agreement previously executed between the parties, or, in the event the parties have not previously executed a nondisclosure agreement, in accordance with the terms and conditions of Buyers standard Vendor Nondisclosure Agreement located at

In addition, the parties agree that the prices at which Seller sells the Product to Buyer shall be kept strictly confidential.

16. MISCELLANEOUS

(a) Independent Contractor. The relationship of Buyer and Seller established by this purchase order is that of Independent contractors and nothing herein shall constitute the parties as partner, joint ventures, co-owners or Otherwise as participants in a common undertaking or allow either party to create any obligation on behalf of the other Party.

(d) Entire Agreement. These Terms set forth the entire agreement between parties with respect to the subject matter hereof and supersedes all prior agreements and discussions between them. No modification or amendment hereof will be effective unless in writing and signed by a duly authorized representative of each party. Any terms and conditions set forth in any order confirmation or acknowledgment or any other documents shall be of no force or effect whatsoever.

(e) Applicable Law. If all of the parties to this Order have principle places of business in the United States, the state courts of Dupage County, ILLINOIS and the federal courts located in the ILLINOIS.

shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this Order. The parties consent to the exercise by such courts of personal jurisdiction over them and each party waives any Objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related Doctrine. If any of the parties to this Order has its principle place of business outside the United States, any and all disputes arising out of or in connection with this Order shall be decided by arbitration in ILLINOIS pursuant to the International Arbitration Rules of the International Centre for Dispute Resolution. Arbitration may be compelled by the ILLINOIS Court pursuant to the ILLINOIS Arbitration Act, and the parties consent to the personal jurisdiction of the ILLINOIS Court to enforce this agreement to arbitrate. Any arbitration award hereunder must be (1) issued as a reasoned award or it will be of no force or effect and will be deemed an award in excess of the arbitrators jurisdiction, and (2) subject to plenary review on appeal to the same extent that review would be available if the award were rendered by the ILLINOIS Court. This Order shall be construed in accordance with the substantive laws of the ILLINOIS (excluding its conflicts of laws principles).

THE PROVISIONS OF THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS ORDER.

(f) End of Life. Seller shall provide Buyer with a written one hundred eighty (180) day notice of its intent to discontinue the sale of any Product in order that Buyer, at Buyers option, may make an end of life purchase.

(g) Attorneys Fees. The prevailing party shall be entitled to recover its costs and reasonable attorneys fees from the Non-prevailing party in any action brought to enforce this Order.

(h) C-TPAT (Customs-Trade Partnership against Terrorism). Supplier represents that it (i) is currently U.S. Customs-Trade Partnership Against Terrorism ("C-TPAT") certified or (ii) shall make commercially reasonable efforts to work towards C-TPAT certification, or (iii) is in the process of obtaining C-TPAT certification.