

GENERAL**INFORMATION**

Seller Warranty. Seller warrants that goods sold hereunder are warranted to be free from defects in material and workmanship for a period of one year from the date of invoice when used according to the manufacturer's recommended usage and in an ordinary manner. Seller's liability for breach of this warranty is limited to the repair of or replacement in kind or credit, at Seller's option, of any items proved defective, in Seller's reasonable discretion, provided the allegedly defective goods are returned to Seller prepaid. All costs and expense related to shipping of any replacement parts or goods shall be paid by Seller if there is a breach of this warranty but Buyer shall pay for all installation costs. Buyer must provide prompt written notice to Seller of any breach of this warranty to obtain its benefits. THE WARRANTY EXPRESSED ABOVE IS IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT AS STATED HEREIN. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED. SELLER'S LIABILITY FOR BREACH OF WARRANTY IS AS HEREIN STATED AND IS THE EXCLUSIVE REMEDY AND IN NO EVENT SHALL SELLER BE LIABLE OR RESPONSIBLE FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, OR EVEN IF THE POSSIBILITY OF SUCH INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS HAS BEEN MADE KNOWN TO SELLER. THE WARRANTY SET FORTH ABOVE IS SOLELY FOR THE BENEFIT OF BUYER. **All claims hereunder shall be made by Buyer and not by Buyer's customers.** It shall not be deemed a "defect," and Seller will not be liable under the warranty in this Section 11, if the goods have been exposed to any: (1) maintenance, repair, or other use that is improper for the good's ordinary use or otherwise not in compliance with Seller's instruction; (2) goods alteration, modification or repair by anyone other than Seller or authorized by Seller; (3) damage after shipment to Buyer; (4) improper voltage or wiring; or (5) use of parts that are not 100% compatible with the goods.

Buyer Warranty. Buyer shall provide a no defect in materials or workmanship warranty with respect to each product sold to an end customer for a period not less than the then remaining warranty period related to such product and afforded to Buyer pursuant to Section (Seller Warranty) above. Except with respect to the remedies provided by Seller to Buyer under Section (Seller Warranty), any other warranties or representations, or remedies for breach thereof, which Buyer may provide to its end customers shall be the sole responsibility of Buyer, and Seller shall not be bound thereby. Unless Buyer receives Seller's prior written consent, Buyer will not sell Seller's products to end-users or intermediaries that sell to end-users that will use or sell the products in a nuclear or in-aircraft application or for any other application that Seller may notify Buyer of in writing.

Damages Amount Limitation. Other than as set forth in Section (Buyer Indemnification) and any breaches of Section (Confidentiality) hereof, Seller's cumulative liability for damages to Buyer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including, but not limited to, negligence, shall be limited to the total contract price of the goods sold hereunder, plus or minus, as applicable, the amounts of all unpaid accounts payable and receivable between the parties, if any.

Damages Limitation. In no event shall Seller's liability of any kind include any special, indirect, incidental or consequential loss or damage or lost profits, even if Seller shall have been advised of the possibility of such potential loss or damage.

Sole Remedy. The sole and exclusive remedy for breach of any non-warranty obligation of Seller and the sole remedy for Seller's liability of any kind (including liability for negligence) with respect to the goods and services provided to Buyer shall be to use all commercially reasonable efforts to promptly cure such breach. Buyer must commence any suit for a cause of action arising hereunder within one year from the date in which the facts that gave rise to the cause of action first occurred.

Buyer Indemnification. Buyer shall hold harmless, indemnify and defend (at Seller's request) Seller for any and all damages, liabilities, costs and expenses (including any costs of litigation, including but not limited to, attorneys' fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, or suits, including, but not limited to, claims or suits by third parties, arising out of any of the following: (a) Buyer's negligent or willful acts, or those of its employees and/or agents, (b) such goods being repaired or altered by persons other than Seller (unless expressly authorized in writing by Seller), (c) in the event that Buyer modifies, or combines with any non-Seller goods, any of the goods purchased from Seller, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of any third party, (d) from goods produced by Seller according to Buyer's specifications, (e) any violations of export control laws by Buyer, or (f) Buyer's breach of any provision in these T&Cs.

Confidentiality. "Confidential Information" means any of Seller's business information, specifications and all related writings, drawings, designs and similar works or any other information which is disclosed by Seller and labeled or marked as confidential, proprietary or its equivalent, or oral or visual information that is designated confidential, proprietary or its equivalent at the time of its disclosure. All Confidential Information shall be the exclusive property of Seller, and Seller retains all its right, title and interest. Buyer agrees to use Confidential Information for the exclusive purpose of performance under the Purchase Order and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of Seller or completion of the Order, Buyer shall return all Confidential Information to Seller and provide certification of such return.

Tooling. Charges made for tools, dies, gauges, jigs, fixtures or equipment made or acquired by Seller in connection with the work do not convey title to or any proprietary interest in such tools. All such tools will remain the exclusive property of Seller.

Force Majeure. Seller shall not be liable for any failure to perform this agreement when such failure is due to circumstances beyond its control. Circumstances beyond the control of Seller shall be deemed to include, but shall not be limited to, acts of God, governmental action, accidents, labor trouble, and inability to obtain materials, equipment or transportation.

Waiver. No oral statements, recommendations or assistance given by a representative and/or distributor of Seller to Buyer or its representatives in connection with the use of the goods shall constitute a waiver by Seller of any of the provisions hereof, or affect Seller's liability herein.

Arbitration. Except for any action where the sole relief sought is an injunction, any controversy or claim arising out of or relating to these T&Cs, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, shall be settled by binding arbitration in the city of Seller's choosing in the state of Seller's business address as shown on the Response, by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

Representation of Buyer. Buyer is duly organized, validly existing and in good standing under the laws of the state of its formation and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as currently conducted. Buyer is duly licensed or qualified to do business and is in good standing in each jurisdiction in which such licensing or qualification is necessary. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated