

LOGICIRCUIT, INC.
INVOICE ORDER TERMS AND CONDITIONS

1. Prices And Payment

1.1. Payments are to be made in U.S funds. Unless otherwise specified all invoices are due 30 days from date of Shipment. PRICES INVOICED WILL BE THOSE IN EFFECT AT TIME OF SHIPMENT. All prices are f.o.b. point of manufacture. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law.

2. Warranty

2.1. Seller warrants product of its manufacture for a period of ninety (90) days from date of shipment, to the extent that Seller will at its option repair or replace, any such products if by reason of faulty material or workmanship, they prove defective under normal use and service and when properly installed. EXCEPT TO THE EXTENT OF THE DESCRIPTIONS CONTAINED HEREIN, OR AS SPECIFIED ON SELLER'S ORDER ACKNOWLEDGMENT, THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN.

2.2. This warranty shall not apply to any product which has been subjected to misuse, neglect or accident, or has been altered or tampered with, or on which corrective work has been done without Seller's specific written consent.

3. Limitation Of Remedy And Liability

3.1. Seller's liability, including that for breach of contract, negligence, strict liability in tort, or otherwise, for its products and Buyer's exclusive remedy is limited to (a) the repair or replacement (but not installation) of parts found defective by Seller, or (b) if in Seller's opinion repair or replacement will not remedy a claimed product deficiency, or if a product of Seller's manufacture does not comply with the description or specification set forth on Seller's Order Acknowledgment to repayment of any amounts paid on the purchase price, cancellation of the order and acceptance of the. However, if the product has been in use for a period in excess of 30 days, Seller reserves the right to make a reasonable depreciation charge for such use.

4. Disclaimer

4.1. SELLER EXPRESSLY DISCLAIMS ANY OBLIGATION OR LIABILITY FOR LABOR PERFORMED IN CONNECTION WITH INSTALLATION OF REPAIRED OR REPLACED PARTS OR FOR ANY OTHER EXPENSE, INJURY, LOSS OR DAMAGE TO PERSONS (INCLUDING DEATH) OR TO PROPERTY OR THINGS OF WHATSOEVER KIND OR NATURE, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM LOSS OF PROFITS, PRODUCTION, INCREASED COST OF OPERATION, OR SPOILAGE OF MATERIAL ARISING IN CONNECTION WITH THE SALE

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OR USE OF, OR INABILITY TO USE, SELLER'S PRODUCTS FOR ANY PURPOSE, EXCEPT AS HEREIN PROVIDED.

which is now in effect or may hereafter become effective, but not including taxes payable upon Seller's net income

5. Contingencies

5.1. Seller shall not be liable to Buyer for any loss or damage suffered by Buyer directly or indirectly, as a result of Seller's failure to deliver or delay in delivering the product or failure to perform, or delay in performing, any other term or condition hereof, where such failure or delay is caused by fire, flood, natural disaster, labor trouble (including without limitation strike, slowdown and lockout), war, riot, civil disorder, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by federal or state authority, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accident, explosion, act of God or other causes of like or different character beyond Seller's control and the time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

6. Risk Of Loss

6.1. The risk of loss or destruction of, or damages to, the product shall be on Buyer from and delivery of the product to Buyer or carrier, whichever first occurs.

7. Taxes

7.1. Buyer shall pay the amount of any federal, state, county or municipalities, use compensating, intangibles, gross income or like tax applicable to this transaction

8. Returns

8.1. No material will be accepted for credit when returned without written permission from Seller's home office. All material accepted for credit is subject to Seller's normal restocking charge. No material will be accepted for credit after ninety (90) days from date of shipment.

9. Special Products

9.1. Products incorporating variations from catalog items are considered special and are not subject to cancellation without charge.

10. Patented Process

10.1. The purchase of the product does not entitle Buyer to employ the same with any patented process owned by Sellers or others except where Buyer is expressly authorized to use such process.

11. Patent Infringement

11.1. Except in the case of articles, materials and designs furnished or sponsored by Buyer, Seller at its own expense, shall defend any suit brought against Buyer on the ground that use of the product for the intended purpose or purposes, as furnished by Seller infringes any United States patent in effect on the purchase date and shall pay the amount of any judgment that may be awarded against Buyer in any such suit provided and upon condition that Buyer shall have made all

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payments due under this Agreement and shall (a) promptly deliver to Seller all infringement notices and other papers received by or served upon Buyer, (b) permit Seller to take complete charge of the defense of such suit and compromise the same, if deemed advisable by Seller, and (c) assist in every reasonable way in the conduct of such defense. In the event that Buyer shall be enjoined by a court of competent jurisdiction from which no appeal can be taken, from selling or using the product for the intended purpose or purposes on the ground that such sale or use of the product infringes any such United States patent, or it is established to Seller's satisfaction, upon due investigation, that sale or use of the product infringes any such United States patent, Seller at its option may either (a) procure for Buyer a license to sell and/or use the product, (b) modify the product so as to make it non-infringing without seriously impairing its performance, (c) replace the product with a product that is substantially equal but non-infringing. The foregoing sets forth Seller's entire liability to Buyer for patent infringement based on the possession, use or sale of the product by Buyer, it being understood and agreed that the aforesaid obligations of Seller do not extend to, and are not applicable in the case of any patent infringement claims directed to a method or a process. Buyer agrees to defend and indemnify Seller against any claims or liabilities for, or by reason of, any alleged patent infringement arising from the manufacture or sale of all or any part of the product which is manufactured in accordance with

the specifications furnished by Buyer.

12. Title

- 12.1. Title to the products supplied hereunder, to any and all accessories hereto and substitutions therefor, shall remain in Seller as a security interest until Buyer has completed payment of the purchase price, plus accrued interest, if any, and fully performed all of the terms and conditions hereof.

13. Indemnification

- 13.1. It is understood that Seller has relied upon data furnished by and on behalf of Buyer with respect to the safety aspects of the products supplied hereunder and/or representations by or on behalf of Buyer that such products will not be applied or used by Buyer or its customers in such a way as to detract materially from their safety in use, including, without limitation, in the manufacture of a product of which Seller's products will be a component and that it is Buyer's responsibility to assure that such products, when installed and put in use, will be in compliance with safety requirements fixed by applicable law and will be otherwise legally adequate to safeguard against injuries to persons or property. BUYER HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY AND ALL LOSSES, COST, DAMAGES, CLAIMS, LIABILITIES OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE

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ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY THE INADEQUACY FOR THE BUYER'S INTENDED USE OF THE SAFETY FEATURES, DEVICES OR CHARACTERISTICS OF THE PRODUCTS SPECIFIED HEREIN, OR IN THE INSTALLATION, USE OR OPERATION OF SUCH PRODUCTS, EXCEPT CLAIMS SOLELY FOR REPAIR OR REPLACEMENT OF DEFECTIVE PARTS COVERED BY THE WARRANTY SET FORTH IN PARAGRAPH 2 HEREOF.

14. Written Acceptance

- 14.1. Any purchase order received by Seller shall be construed to be a written acceptance of this quotation and offer to sell. Buyer may purchase product offered in this quotation only on the Seller's terms and conditions included in this quotation. Buyer may choose to issue a purchase order to identify product for purchase and for its own internal purposes. However, unless accepted in writing by an authorized employee of Logiccircuit, Inc., any terms and conditions contained in any purchase order, acceptance, acknowledgment, or other document Buyer submits to Logiccircuit, Inc. which are inconsistent with, different from, or additional to the terms and conditions of this quotation will be null and void, and in lieu thereof the terms and conditions of this quotation shall control.

15. Additional Charges

- 15.1. If substitute or additional products, are purchased by Buyer from Seller, the terms and conditions of the contract created upon acceptance of this offer to sell shall be applicable thereto, the same as if such substitute or additional products had been originally purchased hereunder.

16. Termination By Seller

- 16.1. Seller reserves the right to terminate the contract created upon acceptance of this offer to sell it. In Seller's sole opinion, governmental controls do not permit Seller to maintain remunerative price-cost relationship.

17. Repudiation By Buyer

- 17.1. Buyer may not terminate the contract created upon acceptance of this offer to sell without Seller's prior written consent. If Buyer shall attempt to terminate without Seller's consent or shall otherwise repudiate this contract, Buyer shall be liable to Seller for all of Seller's costs and other commitments incurred to date of repudiation, plus Seller's incidental damages, plus the profit Seller would have made from full performance of this contract.

18. General

- 18.1.1. No modification hereof shall be binding upon Seller unless such modification is in writing signed by a duly authorized representative of Seller,
- 18.1.2. If any part hereof is contrary to, prohibited by, or deemed invalid under

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applicable laws or regulations, such provision shall be deemed inapplicable and omitted to the extent contrary, prohibited or invalid, but the remainder shall not be less invalid and shall be given effect so far as possible, and

- 18.1.3. The entire understanding between the parties hereto is set forth herein and any promises, representations, warranties or guarantees not herein contained shall have no force and effect unless in writing signed by Seller and Buyer.