

## TERMS AND CONDITIONS

**PRICE:** The price shall not be higher than that appearing on the face of this order. Should any lower price for any article or any better terms be quoted to any of Seller's customers prior to the completion of this order, Seller will promptly notify Buyer and, thereupon, such lower price or better terms will apply to this order.

**SHIPPING:** No charge will be allowed for packing, carting, freight, express or other carrier's charges or cartage unless designated on this order.

**DELIVERY SCHEDULED:** Deliveries are to be made both in quantities and at times specified in schedules furnished by the Buyer.

**CANCELLATION:** Buyer reserves the right to cancel all or any part of the work or material covered by this order if Seller does not make deliveries as specified in the schedules or fails to make progress so as to endanger performance of the work and does not correct such failure within five (5) working days after receipt of notice from the Buyer specifying such failure, or if Seller breaches any of the terms hereof, including the warranties of the Seller, or if Seller is adjudicated a bankrupt or makes an assignment for the benefit of creditors.

**CHANGES:** Change shall not be effective unless in writing and signed by both parties, and no terms, conditions or specifications, other than those set forth herein or on the annexed schedules, plans and specifications, shall be effective.

**INVOICING:** Invoicing shall be on the terms and conditions relating to payment and discount as shown on the face of this order and shall be itemized. Invoicing shall, in no event, be prior to the date specified in this order for the receipt of shipment or the date of actual receipt of shipment, whichever is later.

**REJECTION:** Rejection of goods, after inspection and testing by the Buyer because of failure to meet the specifications of this order, shall be permitted and all rejected goods may be returned to the Seller with charges for transportation and packing, both ways, to be borne by the Seller. Payment of any invoice shall not be construed as acceptance of the merchandise covered therein.

**WARRANTIES:** Seller expressly warrants that all articles, materials, parts and work, covered by this order will conform to the specifications, drawings, samples or other description set forth herein; free from defect and be of good workmanship and of merchantable quality. These warranties are in addition to those set forth in law and contained in Seller's catalogue, brochure or written communications. Seller warrants that any goods and services provided shall not infringe on the patent rights of others and agrees to defend and hold the Buyer harmless from any claim, suit or judgment from any alleged infringement. Notwithstanding any specification of the commencement of any warranty time period by the Seller in Seller's catalogue, brochure, or warranty statements attached to the product the time period for the commencement of any warranty be such time the product covered by this agreement shall first be put to use on a production basis, by the ultimate original user of the product or service covered by this purchase order, and said ultimate original user shall be entitled to enforce any warranty as set forth herein or as set forth by the Seller, in its own name and on its own account. The Seller acknowledges that all warranties are for the benefit of the Buyer and of the ultimate original user of the product or services herein purchased. Unless a lesser time period is stated in writing by Seller, all Seller's limitation of actions are as stated in the uniform commercial code.

**BUYER'S PROPERTY:** Unless otherwise agreed upon in writing, all materials, including tools, special dies and patterns furnished or paid for by the Buyer shall be subject to removal at any time and without additional cost, upon demand by the Buyer; shall be used only in filling orders from the Buyer; shall be kept separate from other materials or tools and shall be clearly identified as the property of the Buyer. Seller assumes all risk of loss or damage thereto and agrees to insure said property against loss or damage.

**VARIANCES:** In the event that the express terms and conditions of this purchase offer shall vary with the terms and conditions as set forth in Seller's quotation, catalogue, brochure, warranties and terms accompanying delivery, or prior written or oral communications, the terms and conditions of this purchase order shall govern.

**COMPLIANCE WITH STATUTES AND REGULATIONS:** Seller warrants and certifies that in performance of this contract, it will comply with all applicable federal, state and local statutes or regulations and all goods produced shall be in compliance with such statutes and regulations.

**CONFLICT MINERALS:** Certification of Non-Use of "Conflict Minerals" per section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as California Senate Bill 861. Micro Instrument Corp insists that all of its vendors comply with these regulations. Your shipping of goods or services without complying with these regulations is prohibited. "Conflict Minerals" include: 1) columbite-tantalite, also known as coltan (the metal ore from which tantalum is extracted); 2) cassiterite (the metal ore from which tin is extracted); 3) gold; 4) wolframite (the metal ore from which tungsten is extracted); 5) their derivatives; or 6) any other mineral or derivatives determined by the Secretary of State to be a financing conflict in DCR countries.

**FOCUS OF THE CONTRACT:** This contract shall be construed under the laws of the State of New York and both parties herein submit to the jurisdiction of the courts of said state. Venue of any action shall be the COUNTY OF MONROE.

**MATERIAL SUBSTITUTION:** Material, part numbers or processes furnished on Buyer's purchase order must not deviate from the drawing or purchase order without prior written approval. No re-work without prior written approval of Micro.

**WITNESS OF TEST/RIGHT OF ACCESS:** Work and any applicable records under this Contract/Purchase Order may be subject to Micro, their client and/or Regulatory Authority surveillance/inspection at the contractor's facility. Contractor will be notified if a surveillance/inspection is to be conducted.

**DOCUMENT RETENTION:** Seller is required to provide Buyer with documentation and/or maintain documentation for a minimum period of seven (7) year (unless otherwise specified), which may include, but not be limited to calibration reports, inspection reports, material certifications and/or special process certifications as noted on Buyer's purchase order.

**COUNTERFEIT MATERIAL:** Seller shall not deliver Counterfeit material to Micro Instrument Corp. For the purpose of this clause, any component, part, module or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term may include but is not limited to, items which have been (re)marked to disguise them or falsely represent the identity of the manufacturer, defective parts and/or surplus material scrapped by the original manufacturer, and/or previously used parts pulled or reclaimed and provided as "new". Seller shall only purchase products to be delivered or incorporated as Work to Micro directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Micro. Seller shall immediately notify Micro with the pertinent facts if Seller becomes aware or suspects that it has delivered Counterfeit Work. When requested by Micro, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Micro's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Micro may have at law, equity or under other provisions of this Contract. Seller shall include this paragraph of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Micro.