

## 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 MICRO Instrument Corp (MICRO) 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 MICRO. Goods delivered, in excess of the amount specified in the Order, may be refused and returned at SELLER's expense.

**CANCELLATION:** MICRO 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 MICRO specifying such failure, or if SELLER breaches any of the terms hereof, including the warranties of the SELLER, or if SELLER is adjudicated as bankrupt or makes an assignment for the benefit of creditors.

**CHANGES:** A 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.

**MANUFACTURED PARTS:** SELLER is responsible to deliver manufactured parts to the part prints provided. Model files are for reference only unless otherwise stated.

**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 MICRO 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.

**INDEMNITY:** SELLER shall defend, indemnify, and hold harmless MICRO, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

**INDEPENDENT CONTRACTOR RELATIONSHIP:** SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to, or supervision by, MICRO.

**INSURANCE:** SELLER and its subcontractors, if performing work at MICRO, its clients or vendors, shall maintain for the performance of this Contract the following insurances: (1) Workers' compensation insurance meeting the statutory requirements where Work will be performed; (2) Employer's liability Insurance, Commercial general liability including Products Liability. (3) SELLER agrees to name MICRO as additionally insured prior to on-site work at MICRO or on behalf of MICRO at a third party (4) SELLER shall waive all rights of subrogation against MICRO.

**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 MICRO 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 MICRO 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.

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

**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 SELLER's facility. SELLER will be notified if a surveillance/inspection is to be conducted.

**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.

**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.

**DOCUMENT RETENTION:** SELLER is required to provide MICRO 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 MICRO's purchase order.

**ITAR / EAR:** You understand that MICRO's purchase orders may be subject to rules and regulations pertaining to the United States Government International Traffic in Arms Regulations (ITAR) see ITAR 22 CFR Parts 120-130 or Export Administration Regulations (EAR) see EAR 15 CFR Parts 730-774 and will abide by such regulations. Such drawings or orders will be duly identified (ITAR) or (EAR).

You understand if order is designated ITAR or EAR you confirm that all officers and directors of your company are U.S. citizens. All employees of your company that will be exposed to MICRO Purchase Orders are U.S. citizens or permanent residents who do not work for a foreign company, government, or governmental agency/organization, have valid green cards, and otherwise can legally perform this work under ITAR/EAR per ITAR 22 CFR Part 120.15 and EAR 15 CFR Parts 730-774.

**SUBCONTRACT AUTHORIZATION:** It is understood that as an external supplier to MICRO, the SELLER is responsible to deliver goods and services that comply with MICRO's terms and conditions. External providers must ask for and receive authorization from MICRO prior to any subcontract activity. If the SELLER is not able to make delivery schedules and decides to send the work to another vendor, they must receive MICRO's permission. Any special processes or testing to complete the requirements must be performed by an approved vendor of MICRO, i.e., plating, heat treat, sand blast, painting, testing, etc. MICRO's external supplier, when granted authorization, will be responsible to supply subcontractors with all flow downs and requirements.

**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 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.

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

**VARIANCES:** In the event that the express terms and conditions of this purchase order 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.

**COUNTERFEIT MATERIAL:** SELLER shall not deliver Counterfeit material to MICRO. For the purpose of this clause, any component, part, module or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented is counterfeit material. 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.

**DPAS:** MICRO provides goods and services to national defense related contractors. The Defense Priorities and Allocations System (DPAS) is used to prioritize national defense-related contracts/orders throughout the U.S. supply chain in order to support military, energy, homeland security, emergency preparedness and critical infrastructure requirements. If you accept a purchase order from MICRO, it is assumed that you have accepted the DPAS Rating associated with the purchase order. Additional information can be found at: <http://www.bis.doc.gov>

**ETHICAL STANDARDS OF CONDUCT:** MICRO is committed to conducting its business fairly, impartially and in an ethical and proper manner. MICRO's expectation is that SELLER will conduct its business fairly, impartially, and consistent with MICRO's Supplier Code of Conduct, CO-030GA. MICRO's further expectation is that SELLER will also have, or will develop, and adhere to its own code of ethical conduct standard.

**⚠ WARNING:** This product may expose you to chemicals which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

To obtain MICRO's statement on company letterhead, or if you would like to request an SDS sheet, go to [www.microinst.com](http://www.microinst.com)