

CRYSTAL ELECTRONICS, INC.

TERMS AND CONDITIONS OF SALE

THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY CRYSTAL ELECTRONICS, INC. AND ITS DIVISIONS AND SUBSIDIARIES ("CRYSTAL ELECTRONICS, INC.") ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT") REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER, DOCUMENT, OR OTHER COMMUNICATION ("ORDER"), PREPRINTED TERMS AND CONDITIONS ON ANY CUSTOMER ("CUSTOMER") DOCUMENT (FOR EXAMPLE: PURCHASE ORDERS OR CONFIRMATIONS) AND/OR CRYSTAL ELECTRONICS, INC.'S FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT.

ORDERS – All Orders are subject to acceptance by Crystal Electronics, Inc. Crystal Electronics, Inc. reserves the right to allocate the sale of Products among its customers.

Orders for special, custom, value-added and Products specifically identified by Crystal Electronics, Inc. as non-standard are non-cancelable and non-returnable ("NCNR").

The Customer may not cancel or reschedule Orders for standard Products without Crystal Electronics, Inc.'s consent, which shall not be unreasonably withheld.

PRICES – Crystal Electronics, Inc.'s quoted prices apply for 24 hours or as otherwise stated in its quote. Crystal Electronics, Inc. may increase prices if Crystal Electronics, Inc.'s costs increase or other circumstances beyond Crystal Electronics, Inc.'s reasonable control.

Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority.

Customer is responsible for any additional fees and taxes.

TERMS OF PAYMENT – Upon approval of credit, payment of the total invoice amount, without

offset or deduction, is due thirty (30) days from the invoice date. On any past due invoice, Crystal Electronics, Inc. may charge interest from the payment due date to the date of payment (at 1 1/2 % per month), plus reasonable attorney fees and collection costs.

Crystal Electronics, Inc. may change the terms of Customer's credit at any time.

Crystal Electronics, Inc. may apply payments to any of Customer's accounts.

DELIVERY AND TITLE – Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. Crystal Electronics, Inc.'s delivery dates are estimates only and Crystal Electronics, Inc. is not liable for delays in delivery. Crystal Electronics, Inc. reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered.

A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS – Customer must notify Crystal Electronics, Inc. in writing of any damage, shortage, or other discrepancy to Products within ten (10) days after delivery. After the tenth (10th) day, Customer is deemed to have accepted the Products and may not revoke acceptance.

Customer cannot return Products without a return material authorization ("RMA") number.

Returned Products must be in original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pays any restocking charges.

At Crystal Electronics, Inc.'s discretion, Crystal Electronics, Inc. will return all Products not eligible for return to Customer freight collect, or hold Products for Customer's account at Customer's expense.

CRYSTAL ELECTRONICS, INC.'S LIMITED WARRANTY – Crystal Electronics, Inc. will transfer to Customer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement.

Crystal Electronics, Inc. warrants the Products will conform to the manufacturer's specifications.

Value-added work performed by Crystal Electronics, Inc. on Products will conform to Customer's written specifications accepted by Crystal Electronics, Inc. prior to commencing such work ("Customer's Specifications").

CRYSTAL ELECTRONICS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. CRYSTAL ELECTRONICS, INC. MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT.

If Products do not meet manufacturer's specifications or if value-added work by Crystal Electronics, Inc. does not meet Customer's Specifications the Products will be, at Crystal Electronics, Inc.'s choice:

(1) repaired, (2) replaced at no cost to Customer; or (3) refund Customer's purchase price.

Customer must return Products to Crystal Electronics, Inc., along with acceptable proof of purchase, within thirty (30) days from date of delivery, freight charges prepaid.

LIMITATION OF LIABILITY – CRYSTAL ELECTRONICS, INC. IS NOT LIABLE FOR AND CUSTOMER IS NOT ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; FOR EXAMPLE, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, REWORK, MANUFACTURING EXPENSE, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM CRYSTAL ELECTRONICS, INC. FOR ANY DIRECT DAMAGES WILL NOT EXCEED THE PRICE OF THE PRODUCT AT ISSUE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD CRYSTAL ELECTRONICS, INC. HARMLESS FROM ANY CLAIMS BASED ON; (i) CRYSTAL ELECTRONICS, INC.'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (ii) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN CRYSTAL ELECTRONICS, INC., OR (iii) USE IN COMBINATION WITH OTHER PRODUCTS.

FORCES BEYOND CRYSTAL ELECTRONICS, INC.'S CONTROL – Crystal Electronics, Inc. is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts or omissions of the Customer, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).

USE OF PRODUCTS – Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at

Customer's sole risk. Customer will indemnify, defend and hold Crystal Electronics, Inc. and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

EXPORT/IMPORT – Certain Products sold by Crystal Electronics, Inc. and other related technology and documentation are subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries.

Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited.

Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

PRODUCT INFORMATION – Product information, including information related to a Product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by Crystal Electronics, Inc. from its suppliers or other sources.

Such information is provided by Crystal Electronics, Inc. on an "AS IS" basis, makes no representation as to the accuracy or completeness of the Product information, and **DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

Crystal Electronics, Inc. recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. Crystal Electronics, Inc. is not responsible for typographical or other errors or omissions in Product information.

GOVERNMENT CONTRACTS – If a purchase order is placed in support of a government contract, this Article 12 "Government Contracts" shall apply. Crystal Electronics, Inc. is a distributor of "Commercial Items" as defined in FAR 2.101.

Therefore, the following FAR clauses are incorporated by reference and made a part of any such subcontract or order to the extent that these clauses are applicable.

52.219-8 – Utilization of Small Business Concerns

52.222-26 – Equal Opportunity

52.222-35 – Equal Opportunity for Special Disabled Veterans of the Vietnam Era, and Other Eligible Veterans

52.222-36 – Affirmative Action for Workers with Disabilities

52.222-39 – Notification of Employee Rights Concerning Payment of Union Dues

52.247-64 – Preference for Privately Owned U.S. Flag Commercial Vessels

52.221-41 – Service Contracts Act

b.If the subcontract is issued in support of a DOD prime contract the following additional clauses are incorporated by reference and made a part of any such subcontract or order to the extent that these clauses are applicable:

DFARS 252.247-7023 – Transportation of Supplies by Sea

DFARS 252.247-7024 – Notification of Transportation of Supplies by Sea

c.In accordance with FAR 12.211, the Customer will receive only those rights in technical data

customarily provided by Crystal Electronics, Inc.'s supplier. Under no circumstances shall Customer be entitled to unlimited rights in data, software, or intellectual property rights provided by Crystal Electronics, Inc.'s supplier or any other third party.

d. Crystal Electronics, Inc. hereby rejects the flow down of the requirements of the: (i) Trade Agreements Act, FAR 52.225-5 or DFARS 252.225-7021; and (ii) the Buy American Act, FAR 52.225-1 or DFARS 252.225-7001. There is an exception to the Buy American Act for "information technology" that applies to many of the products sold by Crystal Electronics, Inc.'s Technology Solutions business. However, Crystal Electronics, Inc. makes no representation regarding the applicability of such exception with respect to any particular product.

Customer is solely responsible for determining if an exception exists.

e. Customer agrees that Crystal Electronics, Inc. will not have any obligations to comply or to assure compliance with Preference for Domestic Specialty Metals, DFARS 252.225-7014, Alt. 1. An exception may exist if one of the following conditions is met: 1) Crystal Electronics, Inc.'s product manufacturers indicate they can comply; 2) an existing Domestic Non-Availability Determination (DNAD) applies; or 3) there is an applicable exception. However, Crystal Electronics, Inc. makes no representation regarding the applicability of such exception with respect to any particular product.

Customer is solely responsible for determining if a DNAD or an exception exists.

13. ELECTRONIC ORDERS – In the event that any part of the purchase and sale of Products utilizes electronic data interchange, internal or third party portal, or any other electronic means ("Electronic Purchase Order"), this Agreement, or any other validly executed agreement between Crystal Electronics, Inc. and Customer, will continue to apply to the purchase and sale of Products between Customer and Crystal Electronics, Inc.

GENERAL –

The laws of the State of Arizona will exclusively govern any dispute between Crystal Electronics, Inc. and Customer without reference to Arizona's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.

Customer may not assign this Agreement without the prior written consent of Crystal Electronics, Inc. Crystal Electronics, Inc. or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.

This Agreement can only be modified in writing signed by authorized representatives of both Crystal Electronics, Inc. and Customer.

Crystal Electronics, Inc. and Customer are independent contractors and agree that this Agreement does not establish a joint venture or partnership.

Statements or advice (technical or otherwise) if given without charge, are an accommodation to Customer and Crystal Electronics, Inc. has no responsibility or liability for the content or use of such statements or advice.

Crystal Electronics, Inc.'s failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.

The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.

Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.

Customer and Crystal Electronics, Inc. will comply with applicable laws and regulations.