



TERMS OF PURCHASE

1. Scope

The terms and conditions set forth below with those appearing on the face of this purchase order or on any exhibits attached hereto constitute the complete and exclusive agreement (hereafter "Order") between Carlisle Interconnect Technologies, Inc. ("Buyer") and the seller identified on the face of this Order ("Seller"). The terms and conditions of this Order take precedence over any additional or different terms and conditions of the Seller which may be contained in Seller's quotation or acknowledgement to which objection is hereby made by Buyer. No modification of this Order shall be binding upon either party unless in writing and signed by an authorized representative of each party.

2. Prices

This Order shall not be filled at prices higher than those shown on this order, or higher than those last quoted or charged by the Seller, unless such increased price shall have been authorized in writing by Buyer. Such prices shall remain firm for the duration of this order and are exclusive of taxes, shipping and insurance. If charges for taxes, shipping and insurance are applicable, they shall be separately stated on Seller's invoice. Seller warrants that each price for goods, materials or equipment ("Goods") or services ("Services") is no less favorable than that extended during the term of this order to any other customer for the same or like items in equal or lesser quantities on similar terms and conditions.

3. Shipping and Delivery

Quantities shipped must equal the quantity ordered unless otherwise specified by Buyer. Each shipment of Goods by Seller to Buyer shall include a packing list which contains at least (i) the purchase order number, (ii) Buyer's unique part number, (iii) the quantity, and (iv) the date of shipment. Delivery shall be strictly in accordance with the delivery schedule set out or referred to on this purchase order, or in written changes thereto signed by Buyer. Buyer may refuse to accept or return at Seller's risk and expense, any Goods made in excess of Buyer's order or in advance of required delivery dates, or to defer payment on such deliveries until such dates. Seller shall notify Buyer immediately of any actual or potential delays including labor disputes which are delaying or threaten to delay the timely performance of this or any Order. Delivery for this purpose shall mean date of receipt at Carlisle Interconnect Technologies' dock.



4. Title and Risk of Loss

Unless otherwise specified on the face of this Order, shipping terms shall be DDP Buyer's specified location (Incoterms 2010). Title and risk of loss will pass to Buyer upon delivery of Goods to the Buyer's specified location.

5. Inspection

Buyer shall not be required to inspect or test articles covered by this Order. It shall be Seller's responsibility to assure that such articles are in strict conformance with all requirements of the purchase order. Notwithstanding the above, all articles or work called for hereunder shall be subject to inspection and test by Buyer and by personnel designated by Buyer at all times and places including the period of manufacture and in any event, prior to acceptance. Unless otherwise specified herein, final inspection and acceptance shall be made after delivery to Buyer. If any inspection or test is made on the premises of Seller or Seller's subcontractor, Seller shall provide without additional charge, reasonable facilities and assistance for the safety and convenience of inspection personnel. Buyer shall have the right to reject articles found upon inspection not to conform to the requirements of this order, and to require their correction or replacement at Buyer's option; Buyer's acceptance of any non-conforming article of work shall not constitute a waiver of any warranty, requirements for any additional articles or work required to be delivered hereunder. Seller shall provide and maintain an inspection system acceptable to Buyer, and shall maintain complete inspection and test records, which shall be made available to Buyer upon request. Right of Access: Should Buyer, Buyer's customer or regulatory authorities inspections be required by this Purchase Order, notification of the required inspections shall be made as prompt as possible, but no less than 48 hours in advance. The inspections may occur at any of the facilities involved with the order and will include all applicable records.

6. Invoices and Payment

Unless agreed upon in writing, Seller shall issue invoices only at time of shipment of Goods or completion of Services. Unless otherwise specified on the face of this Order, payment shall be Net sixty (60) days from time of receipt of the conforming shipment of Goods at Company's facility and the associated conforming invoice or upon Company's confirmation of completion of services provided by Seller.

7. Set Off

Buyer shall be entitled at all times to set off any amounts owing at any time from Seller, under this order or otherwise, to Buyer or any of Buyer's affiliates against any amounts due by Buyer in connection with this order.



8. Patent Indemnification

Seller represents that the Goods furnished hereunder and their use does not infringe any patent, trademark or copyright. Seller agrees, at its own expense, to defend, indemnify and save harmless Buyer, and/or its customers in any and all patent, copyright, and/or trademark infringement suits brought because of the use of the Goods furnished the Seller and agrees to procure rights for continued use of infringed Goods for Buyer or to provide an alternate acceptable to Buyer, except where such equipment or materials are furnished pursuant to the drawings or designs furnished by Buyer.

9. Product Specifications

No substitutes will be accepted without Buyer's specific written approval. For a reasonable time after delivery, Seller's Goods, and Services performed are subject to Buyer's inspection and approval. If specifications are not met ("Non-Conforming" or "Non-Conformance"): (a) material and/or equipment may be rejected and returned at Seller's expense, including transportation charges both ways, and/or (b) Buyer may require that the service be repeated pursuant to the stated specifications. Payment of invoice does not constitute acceptance of Goods or Services covered by this Purchase Order and is without prejudice to any and all claims of Buyer against Seller. There shall be no changes made to the specifications, manufacturing process, materials, sub-suppliers etc. without prior written approval of Buyer.

10. Warranties

During the time specified on the face of this Purchase Order, (if not specified then the warranty period shall be the longer of twenty-four (24) months from the acceptance of the Good of service or Seller's stated warranty), Seller represents and warrants that all Goods and services delivered hereunder shall be free from defects of material and workmanship, design to the extent that Seller is the designer or has design authority, and Seller further warrants that parts furnished will conform strictly to the specifications and/or drawing specified. Such warranties together with Seller's service warranties and guarantees shall run to Buyer, its successors, assignors and/or its customers.

11. Materials and Tools

Whenever Seller shall have in its possession property of Buyer, by virtue of this order, Seller will be deemed an insurer thereof and shall be responsible for its safe return to Buyer and to ensure that no other party shall acquire a security interest in same.



12. Intellectual Property

Each party shall own their own background Intellectual IP. All drawings, specifications, data, memoranda, calculations, notes and other materials or copies thereof made available to Seller by Buyer shall remain the sole and exclusive property of Buyer and will be returned at the completion of this order or when requested by Buyer. Further, Buyer shall acquire sole and exclusive ownership of all equipment, materials, and documents generated as a result of this order and/or through the use of Buyer's information. Buyer shall acquire all rights and licenses to effectively use the Seller's Goods, obtain regulatory approval, support product in the field, or other reasonable derivative activity.

13. Compliance With Federal, State, and Local Laws

Seller warrants that in performance of this order, it has complied with or will comply with all applicable Federal, State and local laws and ordinances and lawful orders, rules and regulations thereunder, including, but not by way of limitation, provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219), and lawful rules and regulations thereunder. Without limiting the generality of this Section, Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et. Seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598. Without limiting the foregoing, Seller shall not transfer export-controlled Goods, technical data, or technology, unless authorized in advance by an export license (such as a Technical Assistance Agreement). Seller shall not assign any foreign national employees to perform services without Buyer's express written consent and an understanding regarding access to systems and export control regulations.

14. Equal Opportunity

Seller agrees to comply with applicable State, Federal and local laws, and unless specifically exempt, to comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor, including the equal opportunity clause.

15. Packaging:

No charge will be allowed for packing, boxing or crating, unless agreed upon in writing at time of purchase. Damage to any material not packed to insure proper protection during shipment shall be charged to the Seller.



16. Confidentiality

All information obtained by Supplier from Company which is identified as confidential or proprietary by Company or is acquired by Supplier under circumstances reasonably considered to impose an obligation of confidentiality shall (i) be received in confidence and (ii) shall remain the property of Company, (iii) shall not be disclosed to a third party and (iv) shall be used by Supplier only to the extent necessary for the performance of this Order. For failure of Seller to observe the provisions of this section, in addition to all other rights and remedies Buyer may have, Buyer shall have the right to terminate this order without any obligation by Buyer to accept deliveries after the date of termination or make further payments except for completed articles delivered prior to termination.

17. Assignment

Supplier may not assign this Order or any rights under this Order without the prior written consent of Company. Any attempted assignment without Company's written approval shall be void.

18. Cancellation For Default

All information obtained by Seller from Buyer which is identified as confidential or proprietary by Buyer or is acquired by Seller under circumstances reasonably considered to impose an obligation of confidentiality shall (i) be received in confidence and (ii) shall remain the property of Buyer, (iii) shall not be disclosed to a third party and (iv) shall be used by Seller only to the extent necessary for the performance of this Order. For failure of Seller to observe the provisions of this section, in addition to all other rights and remedies Buyer may have, Buyer shall have the right to terminate this order without any obligation by Buyer to accept deliveries after the date of termination or make further payments except for completed Goods delivered prior to termination.

19. Product Liability Insurance

Seller may not assign this Order or any rights under this Order without the prior written consent of Buyer. Any attempted assignment without Buyer's prior written approval shall be void.

20. Waiver

The remedies herein reserved to Company shall be cumulative, and additional to pay other or further remedies provided in law or equity and a waiver by Company of a breach of any provision of this Order shall not constitute a waiver of any other breach, of such provision.



21. Governing Law

This Agreement, and all rights and obligations in connection herewith, shall be governed by and construed under the laws of the State of New York. The courts of the State of New York shall have full exclusive jurisdiction over Company, Supplier, and all subject matter in connection with any controversy, claim, or award arising out of this order.

IF ANY PART OF THE TERMS AND CONDITIONS STATED HEREIN ARE HELD VOID OR UNENFORCEABLE, SUCH PART WILL BE TREATED AS SEVERABLE, LEAVING VALID THE REMAINDER OF THE TERMS AND CONDITIONS NOTWITHSTANDING THE PART OR PARTS FOUND VOID OR UNENFORCEABLE.