

## AMPHENOL ALDEN PRODUCTS COMPANY - TERMS AND CONDITIONS OF SALE

1. Amphenol Alden Products Company ("Amphenol Alden") will supply the goods described herein in accordance with the terms and conditions set forth below to the buyer (the "Buyer", "you" or "your"). These terms and conditions shall constitute the entire agreement between the parties with respect to the goods. We are not bound by any terms of your order which attempt to impose any conditions of variance with such items and conditions. Our failure to specifically object to provisions in your order form shall not be deemed a waiver by us of such terms and conditions.
2. We propose to immediately process and plan your order allocating and/or purchasing material and assigning operations and necessary machines and tools. We propose to ship per our confirmed schedule, which is approximate, and not guaranteed.
3. Amphenol Alden warrants for a period of one year following date of delivery, will conform with Amphenol Alden's current written specifications (or if applicable, with those of Buyer, which have been specifically accepted in writing by Amphenol Alden) and will be free of defects in material or workmanship. Amphenol Alden's sole obligation (and Buyer's sole and exclusive remedy) for any breach under this warranty or otherwise, shall be repair or replace any goods which are non-conforming to this warranty during the one-year warranty period. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Amphenol Alden shall not be liable under this warranty for defects or non-conformities which are due to tampering, misuse, neglect, improper storage, damage caused by use of solvents or other agents during installation, normal wear, and/or where products are improperly installed or de-installed.
4. Quantity, specifications, and schedule are price factors and, if any are changed or modified, are subject to rebilling at the prices or costs from the resultant charges. Prices quoted are firm, excepting it is our policy to reflect lower prices when we believe a new level appears to have stabilized, but orders are subject to price at time of delivery in event of laws, government rulings, increases in labor, materials and taxes or other charges which affect costs beyond our control. We reserve the right to under ship or over ship by 10%.
5. The order cannot be cancelled without our consent in writing. Should cancellation be agreed upon, it is agreed that the following costs will be paid for by you; cost for all material committed to the order, any cancellation charges from our suppliers arising from your cancellation, cost of work-in-process, cost of any finished goods, and a cancellation charge to cover, in part, the cost of pre-planning and cost from idleness of facilities allocated to the order if we are unable to fit other orders into the void caused by the cancellation. The cancellation charge will be computed at 25% of the combined costs of material, work-in-process, and finished goods. Materials allocated to the cancelled order will be held for you for 30 days, after which time we will scrap or dispose of the materials, for our account as we see fit.
6. Delivery terms are Ex Works (Incoterms 2010). Title and risk of loss shall vest in Buyer upon delivery of the goods to a common carrier.
7. Credit: Where credit is granted by us, payment terms are net 30, due 30 days after date of invoice. Orders will be payment in advance until credit is established. Credit cards may be used on shipments less than \$5,000.00. If accounts become seriously delinquent, credit terms can be revoked and account can become payment in advance, after open balances are paid.
8. Tool terms: 50% of total tool charges are due upon placement of order, balance is due upon completion.
9. Unless otherwise agreed, Amphenol Alden retains all rights to any intellectual property which Amphenol Alden may create before, or in performance of, this proposal or any contract resulting therefrom. Amphenol Alden also retains ownership of all tools, jigs, fixtures and modifications thereto, and assumes responsibility for any required maintenance.
10. In the event that you become insolvent (as that term is defined in Section 1-201 (23) of the Uniform Commercial Code) before the delivery of the goods, you will notify us. A failure to notify us shall be deemed an affirmation of your solvency at the time of delivery. Amphenol Alden may cancel the whole or any part of an order in the event of the suspension of Buyer's business. Insolvency of Buyer, the institution, by Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting Buyer, or any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in. Such cancellation shall be deemed a cancellation for default of Buyer.
11. SELLER'S LIABILITY FOR ALL CLAIMS, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE, RELATING TO THE PRODUCTS SHALL NOT EXCEED THE PRICE PAID BY BUYER FOR SUCH DEFECTIVE PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT AND CLAIMS OF THIRD PARTIES), HOWEVER CAUSED, WHETHER BY THE NEGLIGENCE OF SELLER OR OTHERWISE.
12. No agent, salesman, employee, or representative of us has the authority to bind us to any affirmation, representation, or warranty concerning the goods sold under this agreement, and unless such affirmation, representation, or warranty made by such persons is specifically included within this written agreement, it shall not be enforceable by you.
13. This written agreement constitutes the entire contract between the parties and it shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. All references are to the Uniform Commercial Code in effect in the Commonwealth of Massachusetts.
14. A waiver by us of any claim or right arising out of a breach of the provisions hereof by you must be in writing to be effective. Failure by us to insist upon strict performance by you shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any default. No waiver by us of any breach of the terms of this Agreement by you shall operate to relieve you of responsibility for any prior or subsequent breach hereunder.
15. Export Sales: Buyer agrees that it will not divert, use, export, or re-export such goods contrary to United States law. Buyer expressly acknowledges and agrees that it will not export, re-export, or provide goods subject to export regulations to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, North Korea, Iran, Sudan, and Syria. Buyer also expressly acknowledges and agrees that it will not export, re-export, or provide such goods to entities and persons that are ineligible under United States law to receive such goods, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List.
16. Amphenol Alden shall not be liable for delay in delivery or failure to deliver caused by fires, strikes, natural disasters, commercial irregularities, transportation issues, and/or labor disputes, government laws or rulings, and/or any other causes beyond our control.
17. Neither this Agreement nor any interest in it shall be assigned directly or indirectly by either party without the prior written consent of the other party hereto except that we may, without consent but after written notice to you assign claims for monies due or to become due to us under this Agreement.
18. Penalty on Overdue Payments. You agree to pay us, as damages for late payment, 1 1/4% per month on all balances over 30 days past due. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected by us from you is interpreted so that any charge provided for under the Terms and Conditions of Sale (the "Terms"), whether considered separately or together with other charges levied pursuant to the Terms, violates such law, and you are entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. Any amounts previously paid to us by you in excess of the amounts payable to us pursuant to such charges are reduced the principal indebtedness owed by you to us.
19. A minimum billing charge applies per line item. Reference quotation for specific amount.
20. In the event of conflict(s) between the language contained in this Terms and Conditions of Sale and any other documents, contracts, and/or agreements, the language documented on the Terms and Conditions of Sale take precedence.

**\*\* Acknowledgements shall serve as confirmation to manufacture items listed in accordance with respective item specification. If any changes are necessary, please contact your Sales/Service Representative within five (5) working days.**