

TERMS AND CONDITIONS FOR PTC SUPPLIERS

1. **DEFINITIONS:** As used herein, “Buyer” means Princeton Technology Corporation, herein known as PTC. “Seller” means the party identified on the face of this Purchase Order.” “Supplies” means all articles, materials, items, products, work or services to be furnished pursuant to this order.
2. **ACCEPTANCE:** This order is an offer to purchase and when accepted by Seller becomes the exclusive agreement between the parties relating to Supplies. Any of the following shall constitute Seller’s unqualified acceptance of this order. (i) written acknowledgement of this order; (ii) furnishing of any Supplies pursuant to this order; (iii) acceptance of any payment for Supplies; (iv) commencement of performance pursuant to this order. Buyer rejects any additional or inconsistent terms and conditions offered by Seller at any time, whether or not such terms or conditions materially alter the order and irrespective of Buyer’s acceptance of or payment for items.
3. **QUALITY REQUIREMENTS:** Seller must comply without exception to all the requirements of the specified Q Clauses in QMS006 Procurement Quality Requirements as directed by the Buyer on the purchase order or subcontract, unless authorized in writing by the buyer’s Quality representative.
4. **INSPECTION:** All Supplies shall be received subject to Buyer’s right of inspection and rejection. Defective Supplies or Supplies not in strict conformance with this order or Buyer’s or Seller’s description or specifications, will be held for receipt of instruction, at Seller’s risk, and if Seller so directs, will be returned, at Seller’s expense. If Buyer does not receive such written instruction with sixty (30) days of Buyer’s request, Buyer may, without liability to Seller, dispose of the goods, as it deems appropriate, in its sole discretion. Buyer may, by written notice of Seller, and in addition to other remedies provided by law, require replacement or correction of rejected Supplies. Payment for goods on this order prior to inspection shall not constitute acceptance thereof or a waiver of a breach of warranty and is without prejudice to any claim(s) of Buyer. Such conformance shall be affirmed to the Buyer by the Seller’s Certificate of Conformance document, a copy of which Seller shall provide with each shipment to Buyer. Buyer reserves the “right of entry” to supplier’s premises for quality audit purposes, however, acceptance of supplies remains at receipt inspection. When so directed by the Buyer, Seller must supply with each shipment a Certificate of Origin from the manufacturer for each item supplied attesting to the country of manufacture.
5. **COUNTERFEIT, USED, REFURBISHED, OR OTHERWISE SUBSTANDARD SUPPLY:** Seller warrants that that all items furnished supplied are first rate quality, new parts, manufactured by the company as presented. Seller explicitly warrants items furnished are not used, not refurbished, not counterfeit, and not substandard quality. Seller understands that supply of counterfeit, used, refurbished, or otherwise substandard parts will result in Buyer exercising severe sanctions against the supplier, including withholding of all payments due to Seller. Buyer reserves the right to commence legal proceedings against Supplier for fraud and/or misrepresentation among other remedies, including the aforementioned reimbursement for all Buyer’s costs associated with unscheduled removal and/or replacement, and any damages assessed upon Buyer by its customer for causes associated with the counterfeit, used, refurbished, or otherwise substandard item furnished by Seller.

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6. PACKING AND SHIPPING: All items shall be packaged, marked and otherwise prepared in accordance with good commercial practices and Buyer's instructions thereof, if any. Each package must be numbered and labeled with Buyer's purchase order number, stock number, contents and weight. An itemized packing list shall be included in each shipment and the package containing the packing list must be clearly marked as such. Each packing list shall bear the Buyer's purchase order number and an accurate description of the Supplies and quantities in the shipment. Supplies shipped in excess of Buyer's order may be returned at Seller's expense. Buyer will not be responsible for any Supplies furnished without a written order.

7. NOTIFICATION REQUIREMENT: If for any reason, at any time, Seller shall refuse or be unable, or should reasonably anticipate being unable to deliver any part or all of the Supplies in accordance with the terms hereof, Seller shall notify Buyer of such refusal or inability at the earliest possible time and by the most practical means under the circumstances. Buyer shall have the right to replace, modify and/or cancel any delayed open orders without any liability to Buyer.

8. DELIVERY: Delivery of goods shall be DAP as defined in "INCOTERMS 2010", Buyer's location unless directed otherwise by the buyer on the purchase order and shall not be complete until goods have actually been received and accepted by Buyer. Notwithstanding any agreement to pay freight, the risk of loss or damage in transit shall be upon the Seller. Delivery of the items in accordance with the schedule are a material requirement of this order. TIME IS OF THE ESSENCE. Seller will, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for any reason other than Buyer's fault.

9. TERMINATION: Buyer shall have the right, without liability to Buyer, to cancel any unshipped portion of an order which is not in strict conformance with this order or to Buyer's or Seller's description or specifications. Buyer shall have the right to cancel any unshipped portion of an order, in whole or in part, at any time, for a reason other than that set forth above, in which event Buyer shall be liable to Seller only for the actual amount of Seller's costs reasonably incurred in contemplation of performance of the cancelled portion, less any amount saved by Seller as a result of such cancellation and less any amounts which could have reasonably been mitigated by Seller. Seller is cautioned not to ship, fabricate or build inventories of raw or finished stock at a rate faster than is required to meet delivery requirements of this order.

10. COMPLIANCE WITH LAW: Seller warrants and represents that the merchandise, including all packaging thereof, shipped pursuant to this order shall be in compliance with and meet the minimum standards of all applicable federal, state and local laws, regulations, rules, guides, ordinances and/or standards. Upon request by Buyer, Seller shall furnish Buyer with a Certificate of Compliance with any such laws, regulations, rules, guides, ordinances and / or standards. Supplier warrants that all components supplied to PTC comply with the Berry Amendment, "Buy American", and other federal laws associated with sales of electronics into the US defense industry. Seller shall appropriately label containers of all goods which are known to constitute a health, poison, fire, environmental, safety or explosion hazard and shall provide Buyer any and all material required for Buyer to comply with all laws, regulations, rules, guides, ordinances and/or standards, including without limitation, Material Safety Data Sheets.

11. RoHS: When so directed by the Buyer, Seller must supply items that comply with the RoHS (Restriction of Hazardous Substances) directive by the EU. Seller shall provide clear markings identifying all the RoHS Supply as such. Seller shall furnish Certificates of RoHS Conformance when requested.

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12. CONTRACT FLOW-DOWN: Buyer reserves the right to flow down to Seller specific additional technical requirements, terms, and conditions imposed upon Buyer by Buyer's customer in order for Buyer to conform to its customers' contract requirements. Such flow-down of requirements are as material to the performance by Seller for Supplies furnished as are any other requirements, terms, and conditions stated herein. Seller agrees that Seller will flow-down all requirements imposed by Buyer to the Sellers' suppliers contracted to provide the materials and services necessary to complete the order.

13. ASSIGNMENT: Seller agrees that Seller will neither assign its rights nor delegate rights under this order without the prior written consent of Buyer. Any attempted assignment violates this paragraph and shall be VOID AB INITIO.

14. INTERPRETATION OF ORDER: Irrespective of the place of performance of this order, this order shall be interpreted in accordance with the laws of the State of New Hampshire without reference to its choice of law provisions.

15. AMENDMENT, MODIFICATION, WAIVER AND REMEDIES: Performance of this order must be strictly in accordance with its stated terms and conditions and any change, modification, revision, alteration or waiver shall be binding unless executed by Buyer. No waiver of and/or failure to perform any or all of the terms or conditions hereof shall constitute a waiver of or an excuse of nonperformance as to any other part of this or any other order. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law or in equity. Under no circumstances shall the Buyer be obligated for consequential damages, loss of revenue or profit, or any amount in excess of the total dollars stated on the face of this order. Seller shall bear all expenses, including reasonable attorney's fees, buyer incurs to enforce its rights under this order.

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