
TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase are made and entered into as **Exlar Corporation**, a Minnesota Corporation, having its principal place of business at 18400 West 77th Street, Chanhasen, MN 55317 (“Exlar US”), hereinafter referred to as “**Buyer**”, and Company, hereinafter referred to as “**Seller**”.

1. ACCEPTANCE OF TERMS AND CONDITIONS

The acceptance of the terms and conditions contained herein is an essential prerequisite to any contract of purchase made by Buyer.

Any offer or acceptance by Buyer is made subject to the terms and conditions contained herein and no additional or different terms offered by Seller shall become a part of the agreement of sale between Buyer and Seller unless such terms have been expressly approved in writing by an authorized agent to the terms hereof, and Buyer reserves the right to withdraw this offer at any time before its acceptance by Seller. If this document has been issued by Buyer in response to a written offer made by Seller, Buyer’s acceptance of Seller’s offer is expressly conditioned on Seller’s assent to the additional or different terms contained herein. If these terms and conditions are not acceptable, Seller shall notify Buyer in writing at once. Seller’s action in (a) acknowledging this Purchase Order, (b) commencing performance, or making shipment of products, (c) performing services called for hereunder, or (d) receiving this purchase order without disaffirmance within three (3) business days of receipt shall constitute an unqualified acceptance by Seller of the terms and conditions contained herein.

2. CHANGES

(a) Buyer reserves the right to change specifications, requirements or date of delivery. Differences in contract prices resulting from such changes shall be equitably adjusted between Buyer and Seller.

(b) Seller shall notify Buyer of any of the following changes:

- Location of manufacturing
- Acquisition by another company of Seller

Notification of such changes to be provided upon knowledge to Exlar’s primary Purchasing Buyer for review and determination of impact.

3. RISK OF LOSS

Risk of loss shall pass to Buyer upon delivery of goods to Buyer's designated destination.

4. SHIPPING AND DELIVERY

Seller is responsible, at its expense, for damage-free delivery of goods. Time is of the essence, and if delivery of items or rendering of services is not completed by the time promised, Buyer may, without liability and in addition to its other rights and remedies, (i) terminate this order as to items not yet shipped or services not yet rendered, (ii) purchase substitute items or services elsewhere, and (iii) charge Seller with any damages incurred, whether special, direct, indirect, incidental or consequential. No C.O.D.s will be accepted by Buyer.

5. INSPECTION AND WORKMANSHIP

Materials or equipment purchased are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with applicable instructions, specifications, drawings, data or other descriptions furnished or specified by Buyer, or with Seller's samples or Seller's warranties (express or implied). Additionally, Seller's workmanship is subject to inspection and approval by Buyer, in accordance with Exlar Supplier Quality Manual (Exlar.com/resources/supplier-page). The quantity of material indicated on the face hereof must not be exceeded without prior written authorization from Buyer, and Buyer reserves the right to return for full credit any excess over the quantity called for in this order. Buyer may charge Seller for the cost of inspecting merchandise rejected pursuant to this paragraph. Items not accepted will be returned to Seller at Seller's expense. Payment for any item delivered shall not constitute acceptance thereof.

6. PRICES AND INVOICES

Separate invoices for each order are required. All taxes are for the account of Seller unless specifically and separately stated on the front of the invoice and accepted by Buyer. No invoice will be rendered at a price higher than that stated on this purchase order unless authorized in writing by Buyer. No extra charges will be accepted against any purchase order without written approval of Buyer. Unless otherwise indicated on the face of this purchase order, shipping and handling costs are in the amount set forth thereon. Buyer accepts no charges on any invoices with respect to liquidated damages or delinquent charges.

7. LIMITATION OF LIABILITY

Buyer's liability for breach of this purchase order will not exceed the difference between the resale price of any materials sold in good faith and in a commercially reasonable manner and the contract price for such materials, less expenses saved in consequence of Buyer's breach. Buyer will not be liable for any consequential, incidental, special, delay, punitive or liquidated damages of any type.

8. PACKING AND CARTAGE

No charge will be allowed for packing, boxing or cartage without the written approval of Buyer. Damage to any items not packed or labeled to ensure proper protection thereto will be charged to Seller. Shipping documents and a separate invoice for each shipment on this order must be mailed to Buyer's office issuing this order on the day shipment is made. Packing lists must accompany each shipment. Each package, invoice, bill of lading and shipping notice must be marked plainly with Buyer's purchase order number and part numbers.

9. WARRANTY

In addition to all warranties imposed by law, Seller expressly warrants that all goods delivered pursuant hereto will conform to the specifications, drawings, samples or other description furnished or specified by Buyer and will be fit for the purpose intended, merchantable, of good material and workmanship and free from defects, including, without limitation, defects in manufacture and design. Neither payment nor inspection by Buyer can constitute a waiver of any breach of warranty. Goods returned to Seller for breach of warranty will be credited to Buyer's account.

10. INDEMNITY

Seller will indemnify, defend and hold harmless Buyer against any and all liabilities whatsoever for damages and/or injuries, and cost and expense, including reasonable attorneys' fees, which may be incurred by Buyer by virtue of defective materials or workmanship in articles or materials supplied hereunder, or for any breach of the warranty or other obligations of Seller set forth herein, including all costs and reasonable attorney's fees incurred by Buyer in securing this indemnity. This indemnity obligation shall run to Buyer, its successors, assigns, customers and users of its products.

11. COMPLIANCE WITH LAWS

Seller will at all times comply with all state and federal laws applicable to its performance. The goods and services provided by Seller on this order will be provided in accordance with Executive Order 11246, as amended, of the President of the United States, on equal employment opportunity and the rules of regulations issued pursuant thereto.

12. PATENTS

Seller shall defend at its own expense any suit, action or proceeding in which Buyer, Buyer's agents or the users of Buyer's products are made defendants for actual or alleged infringement of any U.S. or foreign patents resulting from the use or sale of the items purchased hereunder (except for infringement necessarily resulting from adherence by Seller to Buyer's specifications or drawings), and Seller shall pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendant and otherwise indemnify and defend Buyer against any damages or expenses, including reasonable attorneys' fees incurred by Buyer in any manner arising from any such suit, action or proceeding.

13. BUYER'S PROPERTY

Any of Buyer's property delivered to Seller for Seller's performance of this contract, including, without limitation, blueprints, patterns and tools, shall remain Buyer's property and Seller is responsible to return them to Buyer in the same condition as received.

14. CONFIDENTIAL INFORMATION

This purchase order is a matter of confidential information, and Seller will strictly protect the confidentiality hereof. Information on this purchase order is furnished by Buyer on the understanding that it may and will be used only for the purpose of satisfying this order.

15. LIENS

Seller will place no liens against Buyer. In the event Seller obtains any mechanic's or other lien, by operation of law or otherwise, Seller will execute an appropriate document waiving all liens against Buyer.

16. FORCE MAJEURE

Fires, accidents, labor disturbances, war conditions, nuclear incidents, acts of God, governmental acts, laws or regulations, involuntary cessation of operation of any of Buyer's plants for any reason, or other causes beyond the reasonable control of Buyer rendering Buyer unable to receive the items or services covered by this purchase order will permit Buyer at its option to cancel this order by notice to Seller, without liability of Buyer to Seller for such cancellation.

17. NON-WAIVER

Any waiver or failure by Buyer to require strict compliance with any of the provisions hereof shall not operate as a waiver of Buyer's right to insist upon strict compliance therewith thereafter.

18. TERMINATION

Buyer may at any time demand that Seller terminate work on this order. In the event such termination is not due to the default or breach of Seller hereunder, any claim arising out of such termination shall be settled exclusively by Buyer's reimbursing Seller for documented costs actually and properly incurred by Seller for the purchase, assembly or manufacture of the goods (with due allowance for their salvage value after Buyer has had full opportunity to recommend disposition). In the event such termination is due to the default or breach of Seller hereunder, Buyer shall have no liability to Seller and Buyer shall have all rights and remedies against Seller as provided under this purchase order and under applicable law.

19. REMEDIES CUMULATIVE

All remedies provided Buyer herein are cumulative and are in addition to any other remedies of Buyer at law or in equity.

20. ASSIGNMENT

Buyer may, in its sole discretion, assign its benefits hereunder to any third party, and may delegate its responsibilities hereunder to any successor to all or substantially all of its business. Seller may delegate its responsibilities hereunder only with the prior written consent of Buyer.

21. MODIFICATION

This order represents the entire agreement between the parties concerning the matters covered herein and there are no oral understandings or representations affecting it. No waiver, alteration or modification of the terms of this purchase order shall be binding unless in writing and signed by an authorized agent of Buyer.

22. GOVERNING LAW, JURISDICTION AND VENUE

The contract between the parties hereto shall be governed by and construed in accordance with the laws of the State of Minnesota and shall be deemed entered into at Buyer's place of business. The parties agree that any controversy arising under the contract herein shall be determined by the Courts of the State of Minnesota, and both parties hereby submit and consent to the jurisdiction of said Courts and agree that venue for any action arising hereunder shall lie in Hennepin County, State of Minnesota.

Owner

Name	Title	Signature	Date
Rich McKusick	Material Manager, Operations	ON FILE	ON FILE

Approvals

Name	Title	Signature	Date
Dale Kersten	Director of Operations	ON FILE	ON FILE
Pete Sattervall	Customer Service & Logistics Manager	ON FILE	ON FILE

Change Control

Revision	Description of Change	Training Required? Y / N	Date	Changed By
A	Initial Release on Curtiss Wright letterhead; Change updated; Workmanship included in Inspection.	Y	08/29/2016	BEL/KPC
B	Updated Curtiss Wright letterhead.	Y	11/02/2018	KPC

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1. Documentation Control