

TERMS OF SALE

1. SCOPE: The terms and conditions of sale contained herein apply to all quotations made and purchase orders entered into by Carlisle Interconnect Technologies, Inc., hereinafter "Seller". Therefore, acceptance of the Buyer's order is made only on the express understanding and conditions that insofar as the terms and conditions of this acceptance conflict with any terms and conditions of the Buyer's order, the terms and conditions of this acceptance shall govern, irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication, or acceptance and payment of goods ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions of this acceptance. No change in terms and conditions of sale contained herein shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.

2. TERMS OF PAYMENT: Unless otherwise expressly provided herein, payments are net 30 days after date of Seller's invoice. Seller reserves the right at any time to suspend credit or to change credit terms provided herein, when in its sole opinion the financial condition of Buyer so warrants. In such case, in addition to any other remedies herein or by law provided cash payment or satisfactory security from Buyer may be required by Seller before shipment or the due date of payment by Buyer under any contract or order with Seller may be accelerated by Seller. Failure to pay invoices at maturity date makes all subsequent invoices immediately due and payable, irrespective of terms, and Seller may terminate work and/or withhold all subsequent deliveries until the full account is settled. Interest will be charged on past due accounts at the rate of 1.5% per month. The customer will also pay collection costs and reasonable attorney's fees should the account be placed for collection.

3. TITLE: Ex Works (EXW) Incoterms 2010 apply to International and Domestic sales. Title and risk of loss shall pass from Seller to Buyer at the FOB Point, Seller's dock. Buyer assumes all risk for loss or damage upon delivery by Seller of goods to carrier in good condition at FOB point. Buyer shall be responsible for making claim against carriers for any loss, and for any damage, visible or concealed to goods while in transit. Any such loss or damage shall not relieve Buyer of any obligations hereunder.

4. WARRANTY: Seller undertakes that products sold hereunder to Buyer shall be free from defects in material and workmanship and shall conform to specifications. No other express warranty is given and no affirmation of the seller by words or action shall constitute a warranty. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The remedies of the buyer and seller provided in this agreement are the exclusive and sole remedies of the parties. Upon receipt of written authorization and definite shipping instructions from Seller, Buyer shall return all defective material, or

material not conforming to specifications, to Seller, after inspection by Seller, or at Seller's election, subject to inspection by Seller. Material can be returned only upon written authorization of Seller and must be returned within ten (10) days of receipt of such authorization and of definite shipping instructions from Seller in same condition as when received by Buyer. Defective material or material not conforming to specifications, so returned shall be replaced or repaired by Seller without any additional charge, or, in lieu of such replacement or repair, Seller may refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would normally apply from original destination on all defective material or material not meeting specifications. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Seller shall hold material that proves to be free from defect and to meet specifications for shipping instructions and Buyer shall furnish such instructions promptly upon request. Seller's liability shall be limited solely to the replacement or repair or to refunding the purchase price applicable to defective material or material not meeting specifications. Seller shall not be liable for any consequential damages nor for loss, damages or expenses directly or indirectly arising from the use of the material including without limitation warehousing, labor, handling and service charges not expressly authorized by Seller. Anything herein to the contrary notwithstanding, products purchased or obtained by Seller from other manufacturers are warranted only to the extent of the original manufacturer's express warranty to Seller. The warranty period shall remain in force twelve (12) months from time of original delivery.

Products sold by Seller shall not be considered defective or non-conforming to the Buyer's order if they (a) satisfactorily fulfill the performance requirements that were (i) provided by the Buyer to Seller or (ii) as published in the Seller's product specification literature, or (b) in accordance with any written or verbal agreement between the Buyer and Seller, or (c) are in accordance with samples approved by the Buyer. This warranty shall not apply to any products or parts thereof which have been subject to accident, negligence, alteration, abuse, or misuse. Also, disassembly of any Seller product by anyone other than an authorized representative of Seller voids this warranty in its entirety.

SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY SELLER FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWSOEVER CAUSED.

5. SHIPMENT SCHEDULE: This schedule reflects the Seller's best estimates, in accordance with Buyer's desires, and every effort will be made to meet the schedule barring delays which Seller could not reasonably foresee at the time of establishment of the schedule.

Seller assumes no liability, consequential or otherwise, resulting from failure to meet the schedule.

6. **TOLERANCES:** For Bulk Cable Sales, Seller reserves the right to consider the total order and each delivery hereunder complete subject to a tolerance of minus 10% of the quantity ordered, unless otherwise agreed in writing. Goods received in excess of quantity ordered may only be returned if the amount returned exceeds 110% of the quantity ordered. In the event that the amount received falls within plus or minus 10% tolerance, the Buyer shall pay for the amount actually delivered. For Contact Sales, delivery of two percent (2%) more or less than the quantity ordered shall constitute fulfillment of the order.

7. **MODIFICATIONS:** Unless controlled by Buyer's specification, Seller reserves the right to modify product specifications of products ordered by Buyer herein providing that the modification will not materially affect form, fit or function.

8. **TOOLING:** Unless otherwise expressly provided, Seller shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures, tools and test equipment made for or obtained for the performance of this order.

9. **PATENTS & TRADEMARKS:** The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions. Seller shall not be liable for any infringement of any patent where infringement arises solely from use of the product with other devices or elements.

10. **LIMITED RIGHTS:** Buyer, under this contract, does not acquire any rights to Technical Data, Detailed Design Data or Detailed Manufacturing or Process Data Items delivered under this contract including proprietary and/or patented technology or devices. Buyer shall not analyze, evaluate, or reverse engineer to determine composition, formulation, or method of manufacture of any devices or hardware delivered under this contract, nor authorize others to do so.

11. **TAXES:** Prices quoted are exclusive of taxes or license. Seller does not report, pay or collect any use tax, sales tax, or similar tax which may be imposed upon the Buyer under the laws of the state to which shipment is to be made. Buyer shall report any use taxes or similar taxes which may be imposed upon Buyer and shall hold the Seller harmless therefrom.

12. **TERMINATION, CANCELLATION, REDUCTION:** No order accepted by Seller may be terminated, canceled or reduced by the Buyer except by mutual agreement of the Buyer and Seller.

13. **NON-RETURNABLE, NON-CANCELABLE MATERIAL:** In any event, Buyer will assume full financial liability for all material purchased by Seller to comply with Buyer's purchase order

which Seller's Supplier identifies as non-returnable or non-cancelable. In the event of termination of Buyer's purchase order to Seller, Seller will make its best efforts to return such material in order to minimize Buyer's financial liability. Seller's efforts are considered completed after a period of thirty (30) calendar days from date of cancellation. Buyer will provide payment to Seller for non-returnable, non-cancelable material within sixty (60) days of cancellation of Buyer's purchase order or portion thereof.

14. **GOVERNMENT CONTRACTS:** If the goods to be furnished under this contract are to be used in performance of a US government contract or subcontract and a government contract number shall appear on Buyer's purchase order, the clauses of the applicable government procurement regulation(s) which are mandatorily required by Federal Statute to be included in government subcontracts shall be incorporated herein by reference. Buyer agrees to provide progress payments to the maximum extent permissible under the prime contract.

15. **EXPORT LICENSE:** Foreign sales of products offered hereunder may require a validated export license from either the US Department of State or the US Department of Commerce. Order acceptance and delivery is contingent upon receipt of this validated license, and the delivery period quoted is weeks receipt of said license. Buyer agrees to assist Seller in obtaining said license by providing, in writing, complete End Use Information. Diversion contrary to US law prohibited.

16. **APPLICABLE LAW AND JURISDICTION:** All contracts shall be governed and construed under the laws of the State of New York.

17. **INTELLECTUAL PROPERTY:** The following terms apply to all quotations made and sales offered by Seller where such quotation or offer of sale includes the delivery or creation, at Buyer's request, of intellectual property, services or acquisition of approvals from governmental airworthiness authorities.

a) **LIMITED RIGHTS:** Buyer, under the terms herein, and unless otherwise specifically stated in the Seller's quotation or offer of sale, acquires a right to use Seller's intellectual property created specifically for the Buyer under the established scope of the Seller's quotation or offer of sale, as required to effectively use the Seller's product, obtain regulatory approval, support product in the field, or other reasonable derivative activity. Seller retains all rights to the intellectual property for purposes of copyright, patent, product production, and development of derivative works.

b) **SELLER BACKGROUND INTELLECTUAL PROPERTY:** Buyer, under the terms herein, and unless otherwise specifically stated in the Seller's quotation or offer of sale, acquires a right to use background intellectual property which the Seller has utilized to fulfill the scope of the Seller's quotation or offer of sale, as required to effectively use the Seller's product, obtain regulatory approval, support Seller's product in the field, or other reasonable

derivative activity. Seller retains all rights to the intellectual property for purposes of copyright, patent, product production, and development of derivative works. Delivery of any background intellectual property to the Buyer shall be limited to required background intellectual property. "Required" shall be understood to mean such intellectual property as is so essential as to render the Seller's product unusable without access to the required background intellectual property. The Seller retains all rights with respect to determination of what background intellectual property is required to effectively use the Seller's product or service.

c) BUYER BACKGROUND INTELLECTUAL PROPERTY: Buyer, under the terms herein, agrees to grant the Seller a non-exclusive, worldwide, royalty free license to use Buyer's intellectual property which Buyer may communicate to Seller, and that is incorporated into Products, for the purpose of fulfilling the Seller's obligations under the Seller's quotation or offer of sale. The Buyer further indemnifies the Seller from all potential infringement if such Buyer furnished intellectual property is provided to the Seller without appropriate rights to use or license.

d) MAINTENANCE OF INTELLECTUAL PROPERTY: Unless otherwise agreed in writing between the Buyer and the Seller, and signed by authorized representatives of both parties, all intellectual property developed by the Seller, and published on the Seller's letterhead, shall be stored and maintained at the Seller's facilities and version controlled, if required, using the Seller's processes and standards. Seller grants no transfer of control to Buyer unless specifically stated in the Seller's quotation or offer of sale.

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.