

THE PURCHASE OF RPC ELECTRONICS PRODUCTS AND SERVICES ARE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS. PLEASE REVIEW CAREFULLY.

**RPC ELECTRONICS INC.
TERMS AND CONDITIONS**

- 1. Entire Agreement.** These Terms and Conditions and the Sales Quote shall constitute the entire agreement (the "Agreement" or "Terms and Conditions") of RPC ELECTRONICS INC. ("Seller") and Buyer with respect to the subject matter of this Agreement. These Terms and Conditions are controlling and shall supersede any prior or contemporaneous agreements, understandings or representations, oral or written, relating to the subject matter of this Agreement. These general terms and conditions of sale (along with any associated written specification, quotation and/or supplemental terms and conditions provided by Seller) exclusively will govern the sale or licensing by Seller of all goods and services (including without limitation, hardware, firmware and software products, training, programming, maintenance, engineering, parts, repair and remanufacturing services – hereinafter, "Products") furnished to Buyer hereunder, whether such sale or licensing is effected by paper-based transactions or via facsimile or other forms of electronic data interchange ("EDI") or electronic commerce, and represents the entire agreement between Buyer and Seller with respect thereto. Buyer's receipt or acceptance of delivery of any of the Products ordered or purchased hereunder will constitute its irrevocable acceptance of these terms and conditions. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller's principal offices. Seller objects to and rejects other terms and conditions that may be proposed by Buyer or that appear on or are referenced in Buyer's purchase order or requisition that are in addition to or otherwise not consistent with the terms and conditions set forth or referenced herein.
- 2. Shipment, Title and Risk of Loss.** Unless otherwise agreed in writing, shipment shall be F.O.B. Point of Shipment. Title and risk of loss pass from Seller to Buyer upon delivery to a carrier. Buyer agrees that the delivery dates are estimates only and may be changed. Seller will use commercially reasonable efforts to deliver Products in accordance with the delivery dates. However, Seller shall not be liable for failure to deliver as estimated.
- 3. Payment.** Net 30 days following the date of invoice. Amounts not paid in full within 30 days of date of invoice will be subject to a service charge of 1.5% per month on the unpaid balance until paid in full. Buyer shall pay all of Seller's costs and expenses, including attorneys' fees, incurred by Seller to enforce this Agreement.
- 4. Security Interest.** Buyer grants Seller a security interest in the Products which are the subject to this Agreement and in all other property of Buyer, now or hereinafter in Seller's possession, while any amount due from Seller to Buyer remains unpaid. Buyer appoints Seller as attorney-in-fact to execute any and all financing statements confirming this security interest.
- 5. Taxes and Other Charges.** In addition to the price provided in this Agreement, Buyer shall be liable for any tax, fee or other charge imposed on Seller at any time upon the sale and/or shipment of the Products sold under this Agreement, now imposed by federal, state, municipal or any other governmental authorities or becoming effective for or during the period of this Agreement.
- 6. Cancellation or Default by Buyer.** This Agreement may not be cancelled, pushed out or rescheduled, in whole or in part, by Buyer, except with Seller's written consent. If at any time, in Seller's opinion, Buyer's credit is impaired, or if Buyer shall fail to pay to Seller any amount when due, under this or any other agreement, or if at any time Buyer shall indicate an intention to refuse to perform its obligations under this Agreement, Seller may at its option require full or partial payment in advance of shipment or production, or terminate this Agreement and all obligations of Buyer with respect to shipments previously made shall become immediately due and payable. In the event of termination of this Agreement, Buyer shall remain liable to Seller for any and all loss or damage sustained due to Buyer's default.
- 7. Cancellation or Modification.** Buyer cannot modify, terminate, cancel or otherwise alter orders, or defer shipment, after acceptance of the order from Seller without the written consent of the Seller, which may be withheld or conditioned in Seller's sole discretion. Buyer's wrongful non-acceptance of the Products, or cancellation or repudiation of any purchase order to purchase the Products, shall entitle Seller to recover, in addition to any incidental damages caused by Buyer's wrongful non-acceptance, cancellation or repudiation, either: (i) in the case of Products, the risk of loss of which has passed to Buyer at the time of wrongful non-acceptance, cancellation or repudiation, or Products which cannot be reasonably be resold by Seller to a third party; and (ii) in the case of Products for which other buyers exist, or where an action for the price is not otherwise permitted by law, damages equal to the profit (including reasonable overhead) which Seller would have realized had Buyer fully performed, plus Seller's costs and expenses incurred prior to receipt by Seller of notice of cancellation by Buyer in connection with providing the services and the Products

8. **Force Majeure.** Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on Seller's or its suppliers' products or marketing activities or any other cause or contingency beyond Seller's control. The time for performance shall be extended for a period equivalent to the delay. If, by reason of any of the foregoing events, Seller's supply of the Products shall be insufficient to meet all requirements, including its own, Seller shall have the right, at its option, and without liability, to allocate its available supply of Products among its present and future customers in such a manner as Seller deems equitable. If by reason of any of the foregoing events, the cost of the Products exceeds the sales price of the Products, Seller shall have the right, at its option, to terminate this Agreement without liability to Seller.
9. **Limitation on Warranty and Remedies.** Seller warrants to Buyer, and only Buyer, that the Products to be sold under this Agreement will conform to the description on the face of the sales quote or purchase order, and will be of Seller's standard quality. If the Products are not in compliance with this warranty, Buyer's sole remedy shall be to return the Products, at Buyer's cost, and Seller shall repair or replace the Products, at Seller's option, subject to the time limits listed in Section 10 of these Terms and Conditions. Buyer represents that it has used its own independent skill and expertise in connection with the selection and use of the Products purchased pursuant to this Agreement, and that it will independently determine the suitability for each use for which it is purchased. **THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. SELLER SHALL UNDER NO CIRCUMSTANCES, BE LIABLE TO BUYER OR ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**
10. **Limitation of Actions.** Any claim must be made in writing within 10 days after receipt of the Products, if for quantity, or within one (1) year after receipt of the Products, if for quality, loss of or damage to the Products, and the Products must be held available at Buyer's place of business for Seller's inspection or returned to Seller. Any action for breach of this Agreement, other than for non-payment, must be commenced within one (1) year of the date of shipment, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. Other than a warranty claim, no claim may be made after the Products have been used or processed by Buyer. Buyer's remedies set forth in this Agreement are exclusive. The total liability of Seller for damages with respect to this Agreement, or anything done in connection with this Agreement, shall be limited to the purchase price of the particular shipment with respect to which damage is claimed.
11. **Returns.** No Products may be returned to Seller, without Seller's written consent. Any Products returned without Seller's prior written consent will be refused.
12. **Indemnification.** Buyer shall indemnify and hold Seller harmless from any and all claims, actions, suits, proceedings, costs, demands, damages and liabilities of any nature, including attorneys' fees incurred by Seller, relating to or in any way arising out of (a) the delivery, rejection, possession, use, operation, control or disposition of the Products; or (b) claims alleging that the printing contained on the Products provided by Buyer to Seller violate any copyright or any proprietary right of any other person, or that it contains any matter that is libelous or slanderous, or invades any person's right to privacy or other personal acts. Buyer agrees, at Buyer's sole cost and expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Seller, provided that Seller shall promptly notify Buyer.
13. **Waiver of Terms and Conditions.** The failure of Seller in any one or more instances to insist upon performance of any of the terms and conditions contained herein, or to exercise any right or privilege hereunder, shall not be construed as a waiver of any Seller's rights or privileges hereunder.
14. **Amendment.** This Agreement shall not be amended, except by a writing signed by an officer of Seller and specifically stating that it is an amendment.
15. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, USA. Any suit, action or proceeding with respect to this Agreement must be brought in the courts of the State of Ohio or in United States courts located in the State of Ohio, as either party may elect, and Buyer submits to the jurisdiction of those courts for the purpose of any suit, action or proceeding. Buyer irrevocably waives any objections to the venue of any suit, action or proceeding arising out of or relating to this Agreement in the courts located in the State of Ohio and

irrevocably waives any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum.