

PURCHASING TERMS AND CONDITIONS

1. PARTIES. Whenever "Sharp" is used in this Order, it shall be deemed to refer to Sharp Corporation, and whenever "Seller" is used in this Order it shall be deemed to refer to the other contracting party hereto, whether the Order be one for the purchase of goods, for the performance of services, or both.
2. ACCEPTANCE - ENTIRE AGREEMENT - MODIFICATION. This Order is for the purchase and sale of goods and/or services described on the face of this Order. Acceptance of this Order shall be limited to the terms and conditions contained herein and incorporated herein by reference. This Order shall be deemed accepted upon acknowledgment of this Order or the commencement of performance by Seller. Sharp 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 Sharp's acceptance of or payment for goods or services. These terms and conditions constitute the entire agreement between the parties and no change to or modification of this Order shall be binding upon Sharp unless in writing and signed by an authorized representative of Sharp's procurement or purchasing office at Sharp's place of business issuing this Order. For the avoidance of doubt, any purported counter-offer issued by Seller will be treated as acceptance (including acceptance as to the application of these terms and conditions). SHARP HEREBY NOTIFIES SELLER THAT THE TERMS AND CONDITIONS INCLUDED HEREIN ARE THE ONLY TERMS AND CONDITIONS UNDER WHICH SHARP AGREES TO BE BOUND.
3. PRICE. If the price payable to Seller for completing this Order is a fixed price, all charges for packing, boxing, crating and shipping are deemed to be included therein and no additional charge will be allowed therefore unless agreed to in writing by Sharp. If said price is not a fixed price but is to be determined on a cost-plus-basis, Seller's cost shall comprise the total sums actually expended by Seller in wages and for materials used in completing this Order, with all materials to be charged at the same amounts as invoiced to Seller, and, in every such case, Seller shall be obliged to keep accurate and detailed records of all sums thus expended in wages and for materials and to furnish certified statements thereof to Sharp upon request. Except as otherwise provided in this Order, the price includes all applicable federal, state and local taxes occasioned by this Order.
4. PAYMENTS. Any applicable discount terms shall appear on the face page of the Order and shall be paid within the terms specified, based upon receipt by Sharp of the invoice therefor, irrespective of the invoice date. All invoices shall reference the Order and shall be submitted in duplicate copies. All other invoices shall be paid upon sixty (60) days of receipt of invoice. The date of receipt of an invoice shall be the date of receipt of a correct invoice or acceptance of all goods then due, whichever is later.
5. SHIPMENT OF GOODS. Seller shall exercise due care in packing, boxing and crating for shipment under this Order and shall make all shipments in strict compliance with Sharp's shipping instructions. Seller shall be strictly liable for any excess shipping charges incurred and also for any damage or loss sustained in transit, storage, delivery or otherwise as a consequence of improper packing, boxing, crating or shipping on Seller's part. The term F.O.B., when used herein, refers only to the responsibility for payment of transportation costs and any price set forth herein includes all transportation costs to the F.O.B. point. No charges for insurance of any kind upon safe delivery of any shipment will be allowed. Title and risk of loss shall remain with Seller until received by Sharp at the F.O.B. point. Goods purchased hereunder must be shipped complete and in the proper sequence. All materials delivered shall have attached identification. If applicable, Seller shall furnish to Sharp copies of the instructions, operation and maintenance manuals. These manuals shall include drawings of all equipment. Any and all samples, test reports, certificates of compliance, warranties, guarantees, or the like, in connection with the goods purchased hereunder shall be furnished at no additional cost.
6. DELIVERY SCHEDULE. Time is of the essence of the contract and, if Seller fails to comply with the delivery schedule provided hereby, Sharp, reserving the right to claim damages for such failure, may either approve a revised delivery schedule or terminate the within contract without liability to Seller on account thereof.
7. TERMINATION. This Order may be terminated at any time by Sharp without cause, and Seller shall be entitled to payment only for goods delivered or services performed and accepted by Sharp pro-rated to the total price.
8. WARRANTY. Seller hereby warrants that at the date of delivery to Sharp of any and all goods purchased hereunder, Seller shall have good and marketable title to such goods, free and clear of all pledges, liens, security interests, claims and other restrictions or encumbrances or charges of any kind. Seller hereby warrants, and each such warranty shall survive delivery by Seller and payment therefore by Sharp, that the goods purchased and the services performed hereunder shall be in full conformity with all applicable laws, rules or regulations; with Sharp's specifications, drawings and instructions, free from defects, patent or latent; are merchantable and suitable for their intended use and capable of being used by Sharp in accordance with Sharp's processes; and, in the event this Order provides for the performance of services on Seller's part, then Seller warrants the same against all defects of material and workmanship, agreeing to correct and remedy any and all such defects at Seller's own cost and expense. Seller further warrants that any machinery, equipment and/or devices purchased as well as any work done or installation made hereunder will, in addition to the warranties set forth above, strictly comply with all applicable safety requirements and standards. Furthermore, any warranty or guaranty supplied to Seller by a third party, including, without limitation, any supplier of Seller, in connection with the goods, in whole or part, purchased hereunder shall transfer to Sharp to the fullest extent permitted or be held by Seller for Sharp's benefit.
9. RIGHTS AND REMEDIES RESERVED TO SHARP. In the event this Order is either for the purchase of goods or for the performance of services by Seller in relation to any personal property, or both, then, Sharp shall have the rights to inspect and approve any of the goods so purchased and any of the services so ordered both during the process of the manufacture or performance, as the case may be, and in the completed stage, at either Seller's plant, Sharp's plant or in transit, with the rights reserve to Sharp to reject either the goods or services, in

whole or in part, within a reasonable time following actual discovery of any patent or latent defect therein. Sharp may, if the goods or any part or portion thereof are non-conforming, reject or return those goods, which, in Sharp's judgment fail to pass inspection or meet warranty or conform to the requirements of this Order, including with respect to timeliness of delivery. As to returned goods (and as to rejected goods, if Sharp so directs), Seller shall promptly, at its expense, and at Sharp's election, repair, replace or provide a refund for, such goods and Seller shall also be responsible for Sharp's costs associated with the non-conformity. Upon rejection or failure to promptly repair or replace, Sharp may cancel this Order and/or effect cover by purchase or otherwise. Goods rejected or in excess of quantities called for herein may, at Sharp's election, be returned to Seller at Seller's expense. The remedies herein reserved to Sharp shall be cumulative and additional to any other remedies provided in law or equity and no waiver by Sharp of a breach of any provision of this contract shall constitute a waiver of any other breach of any other provision thereof.

10. **CHANGES.** Sharp may at any time, by a written notice, and without notice to the sureties, make changes within the general scope of this Order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of packing or shipment; (iii) place of inspection, acceptance and/or point of delivery; (iv) specified quantities; (v) the period of performance of work; (vi) data requirements, and Seller shall comply therewith. Should any such change cause an increase or decrease in the cost of, or the time required for performance of this Order, an equitable adjustment shall be negotiated for this Order and the Order will be modified accordingly. No claim by Seller for such adjustment will be valid unless submitted to Sharp within fifteen (15) days from Sharp's written notice of such change, or such longer period as may be authorized by Sharp in writing. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim, Sharp shall have the right to prescribe the manner of disposition of such property. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this Order as changed. Sharp and Seller agree that there shall be no adjustment in the price or time for performance hereunder unless an authorized representative of Sharp shall have directed a change thereto by the issuance of a written notice as provided by this clause. Seller shall advise Sharp's procurement department if Seller receives, from any source other than that department, any notification which Seller regards as a change to this Order; Seller shall provide such advice, in writing, no later than five (5) working days from receipt of any such notification, and prior to taking any action in accordance therewith.
11. **IMPROVEMENTS TO REAL PROPERTY.** In the event this Order requires Seller to do any work to or upon Sharp's real property, including, but not limited to, improvements, additions, new construction and repairs, then Seller covenants as follows: (i) to be alone responsible for injury to person, including death, and damage to property resulting from performance of the work and for any claims for workmen's compensation arising there from; (ii) to maintain insurance, in form and amounts satisfactory to Sharp, for both public liability and workmen's compensation, with certificates thereof to be given Sharp before commencing any work; (iii) no lien or claim against the premises covered in this Order shall inure to, or be filed by, either Seller or Seller's subcontractors or material men for any labor or materials furnished hereunder; (iv) to deliver such waiver or release liens, or other documents, for labor and materials as Sharp may, at any time prior to either commencement of work or final payment hereunder, require; and (v) to obtain, at Seller's cost, any permit or license required by any Federal, State or Local law or regulation in connection with the work. Seller guarantees all work performed hereunder against any defects of material and workmanship for a period of one (1) year following completion and acceptance by Sharp.
12. **INTELLECTUAL PROPERTY.** Seller warrants that the sale or use of the goods purchased hereunder and that the services performed according to the requirements hereof, as the case may be, will not infringe any patent, copyright, trademark or other intellectual property right whether registered in the United States or any foreign country, or unregistered. Seller acknowledges and agrees that any and all intellectual property rights that may arise as a result of any work performed by Seller under this Order will be considered "work for hire" and will belong to and remain the property of Sharp and Seller agrees at Sharp's request to take all steps necessary to fully and effectively vest the intellectual property rights in such work in Sharp.
13. **INDEMNITY.** To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold harmless Sharp, its affiliates and their respective employees, officers, directors, agents representatives, parents and subsidiaries, and any person selling or using Sharp's products from any and all losses, damages, claims, liabilities, charges, actions, suits, proceedings, fines, penalties, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), settlement amounts and other amounts, including, without limitation, costs and expenses and claims for profits by reason of any actual or alleged infringement by Sharp or persons selling or using Sharp's products of any patent, copyright, trademark or other intellectual property right (collectively, "Losses"), arising out of or resulting from (i) any breach by Seller of any representations, warranties or covenants of Seller pursuant to this Order, (ii) any injuries (including, without limitation, death) to any person (including, without limitation, Seller's employees), (iii) any damage to any property arising out of or in any manner connected with the delivery or use of the goods or the performance of the services, whether or not due, in whole or part, to any act, omission, negligence or strict liability of Sharp, or any of Sharp's representatives, employees or subcontractors, whether known or unknown to Sharp and/or Seller or (iv) any negligence, recklessness, strict liability or intentional misconduct on the part of Seller or its affiliates, officers, directors, employees, agents, representatives, parents or subsidiaries in connection with this Order.
14. **INSURANCE.** Seller shall maintain insurance coverage of at least the following amounts: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 per occurrence, \$1,000,000 products liability/completed operations aggregate limit and \$2,000,000 general aggregate limit; (ii) commercial automobile liability insurance including owned, hired and non-owned vehicles with a minimum limit of \$1,000,000 each accident; (iii) workers' compensation insurance which provides statutory benefits and employers liability insurance with limits of \$500,000 (each accident and each employee by disease) and (iv) any other insurance as may be required by law. Seller shall provide its own property insurance on all materials that are part of this Order until such time as the materials are accepted by Sharp. In addition, Seller is required to provide its own property insurance for its own equipment, materials and tools that are used by Seller in connection with the delivery of such materials that are not part of this Order. Seller waives all rights of recovery or subrogation against Sharp for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this Order, whether or not such damage was caused by the negligence, strict liability or other actions or inactions of Sharp.

15. RIGHTS OF INSPECTION. Sharp, its customers and regulatory agencies shall have the right, upon reasonable notice to Seller and during regular business hours, to inspect and audit the facilities being used by Seller for manufacture or production of goods in order to assure compliance by Seller with applicable rules and regulations and with other provisions, specifications and conditions of this Order.
16. ASSIGNMENT. Seller may not assign this Order, or subcontract any part hereof, without the prior written consent of Sharp, which consent may be withheld in Sharp's sole discretion. Any attempted assignment or transfer of the Order without the prior written consent of Sharp shall be null and void and have no legal effect.
17. AMENDMENT. Subject to applicable law, the terms and conditions of this Order may be amended, modified or supplemented only by written agreement of the parties hereto.
18. SUPPLIER INFORMATION. If requested by Sharp, Seller shall furnish Sharp within ten (10) days complete information regarding sources of supply for all purchased materials required for its performance under this Order, including names and addresses of sources, responsible persons representing sources and purchase order and shipping data provided, however, that Seller shall not be required hereunder to release information concerning prices or costs of such purchased materials.
19. QUANTITY OF ORDER AND OVERSHIPMENTS. Goods delivered in error or in excess of the quantity provided by this Order may, at the option of Sharp an at Seller's expense and risk, either be held by Sharp at Seller's disposition or returned by Sharp to Seller.
20. RENTAL EQUIPMENT. In the event this Order includes the leasing, renting or use of rental equipment, Seller and any person providing the rental equipment shall assume the responsibility for providing insurance in the amount of the full value of said equipment and shall hold Sharp harmless from any damage or loss to said equipment whether or not such damage or loss was caused, in whole or part, by the negligence, strict liability or other actions or inactions of Sharp. Any conflict that may exist between the terms and conditions hereof and any additional lease, rental agreement or other document pertaining to the use of rental equipment shall be resolved in accordance with the terms and conditions of this Order.
21. LITIGATION. In the event of litigation between Sharp and Seller, if Sharp prevails, Seller will be liable for all awards or judgments as well as professional fees and costs, including, without limitation, attorneys' fees incurred by Sharp. Seller also consents to join in any proceeding brought against Sharp by any party arising out of the work or any claim related thereto.
22. COMPLIANCE WITH LAWS. Seller shall in the fulfillment of the Order comply with all applicable federal, state and local laws and regulations.
23. APPLICABLE LAW. This Order shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, without reference to principles of conflicts of laws. Each party agrees that suit may be instituted at any federal court in the Eastern District of Pennsylvania or in state court in Lehigh County in the Commonwealth of Pennsylvania and each waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court.
24. CONFIDENTIALITY. Each party agrees that it will not use, other than for purposes of the business relationship, or reveal or make known to any person, firm or entity, other than such party's employees with a need to know, any Confidential Information (as defined herein) disclosed to it by the other in connection with this Order. "Confidential Information" includes, without limitation, information that relates to the financial status, business plan, product research and development plans, client relationships, supplier relationships, project or sales opportunities, proposal or bid strategies, or corporate strategies, and any other information that has been marked "Confidential" by the disclosing party, or if orally disclosed identified as confidential at the time of disclosure. Each party agrees to use at least the same degree of care to avoid disclosure or dissemination of the other party's Confidential Information as it would for its own Confidential Information, but in no event less than a reasonable degree of care.
25. SEVERABILITY. Any provisions of this Order that are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Order in any other jurisdiction.
26. THIRD PARTY BENEFICIARIES. Except as expressly stated herein, nothing in this Order is intended to confer benefits, rights or remedies unto any person, firm or entity other than the parties hereto or their permitted successors or assigns.
27. INDEPENDENT CONTRACTOR. It is understood and agreed that Seller is an independent contractor in all its operations and activities hereunder, and that the employees furnished by Seller to perform work hereunder shall be deemed to be Seller's employees exclusively.
28. ENTIRE AGREEMENT. These terms and conditions, the Order to which they are attached and any other exhibits attached hereto constitute the entire agreement (this "Agreement") between the parties hereto with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof or thereof, whether written or oral. Unless specifically agreed in writing, any conflict that may exist between this Agreement and the terms and conditions contained in a master supplier agreement or master service provider agreement between the parties hereto and pertaining to the goods purchased hereunder or services provided hereunder shall be resolved in accordance with the terms and conditions of such master agreement.

29. HEADINGS. The headings contained in this Order are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Order.