

SYNQOR, INC.

MASTER TERMS AND CONDITIONS OF SALE

For the purposes of these terms and conditions, SynQor products are divided into six product families: Commercial (“PowerQor”, “NiQor” (except HV NiQor products), “DualQor”, “BusQor”, and “IQor”), Industrial (“InQor” products (including HV NiQor products) and “WirelessQor” products), Medical (“ACuQor” products), Hi-Rel/Military (“MilQor” and “MilCOTS” products), Configurable (“FlexQor” products and “MultiQor” products), and Custom (part numbers beginning with a “CQ” prefix).

Unless otherwise indicated, all of the following terms and conditions apply to sales of all SynQor products. Limitations on the application of certain terms and conditions or the application of additional or different terms and conditions are indicated.

A. General Terms and Conditions – except as otherwise indicated, the following terms and conditions apply to sales of all SynQor products.

1. **Definitions.** “SynQor” means SynQor, Inc.; “Buyer” means the customer identified on SynQor’s purchase order acknowledgement; “products” or “parts” mean the goods identified in SynQor’s purchase order acknowledgement; “terms and conditions” means these terms and conditions of sale together with any other terms set forth in SynQor’s purchase order acknowledgement. In the event of any conflict between these terms and conditions and any other terms set forth in SynQor’s purchase order acknowledgement, the terms set forth in the purchase order acknowledgement shall control.

2. **Effect of Terms and Conditions.** SynQor undertakes to sell and deliver the products to the Buyer on the express conditions that (i) the Buyer assents to these terms and conditions, to which acceptance is expressly limited, (ii) these terms and conditions constitute the complete and exclusive agreement between the Buyer and SynQor, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof other than any and all agreements between the parties relating to the confidentiality of proprietary information, which shall remain in full force and effect in accordance with their respective terms, and (iii) Buyer acknowledges and agrees that SynQor is not bound by any provisions, printed or otherwise, varying from or supplementing these terms and conditions that may appear in any purchase order or other document of the Buyer.

3. **Buyer’s Assent.** The Buyer’s assent to these terms and conditions shall be conclusively evidenced by the Buyer’s taking possession of the products, by the Buyer’s acceptance or deemed acceptance of the products, by the Buyer’s payment for the products, or by any other evidence establishing assent.

4. **Prices and Terms.** All prices are subject to change by SynQor without prior notice to Buyer. Payment shall be for the full amount stated on the purchase order acknowledgement and shall be due not later than thirty (30) days after the date of invoice. All amounts stated herein and all payments to be made hereunder are in U.S. dollars. In addition to its other rights and remedies, SynQor may charge interest at the rate of 1 ½% per month on any overdue unpaid balance and all other costs of collection. Any sale to the Buyer is subject to final credit approval by SynQor. SynQor reserves the right to cancel orders or decline to make deliveries hereunder whenever Buyer is in default under any of its obligations to SynQor or SynQor determines that the Buyer is not financially sound. If delivery is

made in installments, no breach by SynQor with respect to any installment shall be deemed to be a breach of the entire contract.

5. **Taxes.** Any excise, sales, use, VAT, or similar taxes imposed by any governmental authority that SynQor may be required to pay, or to reimburse to others, by reason of the manufacture, ownership, use, or sale of any products delivered to the Buyer shall be the responsibility of the Buyer, and SynQor may invoice the Buyer therefor as SynQor may determine.

6. **Shipment and Delivery.** All products are sold and prices are quoted F.O.B. Boxborough, Massachusetts (as defined in the Uniform Commercial Code) for products shipped from the United States and EXW – place of shipment (as defined in Incoterms 2000) for products shipped from outside the United States. Upon tender of the products to the designated carrier for shipment to Buyer, or if no carrier has been designated upon tender to the carrier selected by SynQor, all risk of loss and responsibility for damage, deterioration, or destruction of the products shall be transferred to the Buyer. Buyer is responsible for all costs of transportation, freight, duties, export or import fees and insurance. Schedule dates quoted by SynQor in the purchase order acknowledgement are shipment dates. Shipment dates are not guaranteed and SynQor will not be liable for any damages for failure to ship or deliver or to ship or deliver within the time specified in the purchase order acknowledgement, but will use commercially reasonable efforts to make shipment within such time. SynQor reserves the right to deliver product up to three days earlier than Buyer's requested delivery date. The Buyer assumes all risks of failure of SynQor's performance as a result of action or inaction (including failure to grant an export license) by governmental authority or strikes, accidents, acts or omissions of carriers, fire, flood, severe weather conditions, acts of God, force majeure, acts of terrorism or other causes beyond SynQor's reasonable control or within the Buyer's reasonable control. The shipment schedule specified in the purchase order acknowledgement shall be extended by the amount of any delay resulting from any such event. Unless otherwise indicated in the purchase order acknowledgement, shipment may be made by the method or carrier selected by SynQor.

7. **Inspection, Acceptance, Rejection.** The Buyer agrees to exercise, within (3) days following receipt, its right of rejection as to any non-conforming products delivered to Buyer by written notice to SynQor that states, with particularity, the nonconformity upon which the rejection is predicated. Failure to inspect or to provide written notice of rejection within such period shall constitute acceptance. In the absence of earlier notification of rejection, Buyer will be deemed to have accepted products three (3) days after delivery. In addition to such other duties as the Uniform Commercial Code may impose, the Buyer agrees that upon rejection it will comply with all reasonable instructions of SynQor.

8. **Flexibility Policy:**

Commercial, Industrial and Medical products only

All requests by Buyer for cancellation or rescheduling of outstanding orders must be made in writing. The date of receipt of such written request by SynQor Sales will be the effective date of the notice. The term "days" means the number of calendar days until the scheduled shipment date per SynQor's purchase order acknowledgement.

This Flexibility Policy applies to orders. Once products have been shipped, they are non-returnable except for warranty claims and then only in accordance with the warranty procedures set forth herein.

Rescheduling refers to rescheduling to later delivery dates. Rescheduling to earlier delivery dates and order increases can often be accommodated by contacting SynQor Sales.

SynQor reserves the right to designate low volume or single customer products as “C” parts at the time of quotation. These Flexibility terms are subject to change at any time by SynQor.

Standard Products

Cancellation Policy for 4 week lead time parts (excluding Baseplated Standard Products and Designated “C” Parts)

- 0-30 days: no cancellation permitted
- 31-60 days: 50% cancellation per line item per purchase order permitted
- 61 days or more: 100% cancellation permitted with no restrictions

Cancellation Policy for 8 week lead time parts (excluding Baseplated Standard Products and Designated “C” Parts)

- 0-60 days: no cancellation permitted
- 61-90 days: 50% cancellation per line item per purchase order permitted
- 91 days or more: 100% cancellation permitted with no restrictions

Cancellation Policy for 12 week lead time parts (excluding Baseplated Standard Products and Designated “C” Parts)

- 0-90 days: no cancellation permitted
- 91-120 days: 50% cancellation per line item per purchase order permitted
- 121 days or more: 100% cancellation permitted with no restrictions

Rescheduling (excluding Baseplated Standard Products and Designated “C” Parts)

- 0-30 days: no rescheduling permitted
- 31-60 days: 100% rescheduling provided
 - (i) reschedule date is within 90 days of original scheduled shipment date
 - (ii) only one reschedule per line item per purchase order permitted
 - (iii) once rescheduled, no longer subject to cancellation
- 61 days or more: 100% reschedule permitted with no restrictions

Non-Standard Products, Baseplated Standard Products and Designated “C” Parts

Cancellation

Non-cancelable, non-returnable (“NCNR”)

Rescheduling

- 0-90 days: no rescheduling permitted
- 91 days or more: 100% rescheduling permitted, provided that:
 - (i) reschedule date is within 90 days of original scheduled shipment date; and
 - (ii) only one reschedule per line item per purchase order permitted

9. Warranty:

Commercial, Industrial, Medical and Configurable products only

SynQor warrants that its products will be free from defects in materials and workmanship and will perform in accordance with the specifications for such product for the specified Warranty Period. This warranty does not apply to (i) products damaged by abuse, accident, misuse, neglect, alteration, repair, disaster, improper installation or improper testing, (ii) products which have been caused to fail by any product or component not supplied by SynQor, (iii) any defect caused by the Buyer or a third party or any error or omission or other fault in information, designs, drawings, documents, data, software, materials or know-how provided or specified by Buyer, or (iv) performance of products as installed in Buyer applications provided that such products performed in accordance with the

specifications for such application prior to installation. In addition, SynQor shall have no liability for products damaged by the formation of “tin whiskers” as hereinafter provided.

If SynQor determines that the product is defective as provided in the foregoing paragraph, SynQor will, at its option, repair or replace the product or refund all or part of the purchase price therefor. To obtain a replacement or repaired product under this warranty, the Buyer must contact SynQor Sales within the warranty period to obtain a Return Material Authorization and shipping instructions. The Buyer must return the product in the original packaging and pay all charges incurred in shipping the product back to SynQor. In shipping the product back to SynQor, the Buyer assumes all risk of damage or loss in transit. If SynQor determines that the product is defective, SynQor will pay any shipping charges in sending the replacement or repaired product to the Buyer.

Buyer warrants that any and all specifications or other information supplied by Buyer in connection with Configurable products (“Buyer Information”) are accurate and contain all information of Buyer necessary for SynQor to manufacture and deliver the product. SynQor will notify Buyer of any manufacturing problems which it encounters and believes are related to such Buyer Information. The parties will jointly determine whether such manufacturing problems are attributable to the Buyer Information. Where such problems are so attributable, Buyer will be responsible for all costs incurred by SynQor to correct such problems. Where any such changes result in the delay of any scheduled delivery date for product, SynQor will have no liability for such delay and Buyer may not cancel any orders for products affected thereby.

THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

10. Tin Whiskers:

Commercial, Industrial, Medical and Configurable products only

SynQor follows industry standard practices to mitigate the growth of “tin whiskers” (electrically conductive crystalline structures of tin) in its products. With respect to commercially available components purchased from third party suppliers, SynQor reviews available component datasheets and test reports to confirm that such suppliers also adhere to industry accepted tin whisker mitigation techniques or have passed tin whisker test programs. However, due to the lack of reliable, industry approved tin whisker test methodologies for electronic assemblies and the need to rely on the practices of third party suppliers without independent verification, the absence of tin whiskers cannot be guaranteed. Consequently, SynQor assumes no, and expressly disclaims any, liability for products damaged by the formation of tin whiskers, including, without limitation, damage due to short circuits, transient short circuits or metal vapor arc.

11. Limitation of Liability and Remedy. SynQor shall have no liability for any indirect, incidental, special or consequential damages in connection with the transactions contemplated hereby or arising from the use or inability to use the product, including without limitation, damages due to business interruption, lost profits or lost goodwill, claims of third parties, or injury to person or property, whether based upon breach of contract, negligence, strict liability, tort or other legal theory. In no event shall SynQor's total liability arising from the sale or use of, or inability to use, SynQor's product exceed the price paid for the product net of discounts and rebates. Neither party may bring a cause of action under this agreement more than two (2) years after the cause of action arose.

12. **Indemnity.** Buyer agrees to indemnify, defend and hold harmless SynQor from and against all third party claims, costs, damages, fines, losses and expenses (including reasonable attorney's fees) to the extent that such claims, costs, damages, fines, losses and expenses result, in whole or in part, from: (i) death, personal injury or property damage arising from Buyer's negligent acts or omissions or willful misconduct; or (ii) any intellectual property infringement claim arising from any hardware, components, specifications, software, information supplied or any instructions given to SynQor by or on behalf of the Buyer, or (iii) use of any SynQor product in combination with Buyer's or any other party's product or equipment, provided that SynQor gives Buyer prompt notice in writing of the claim, provides reasonable assistance and co-operation to Buyer in defense of the claim and permits Buyer to control the defense of the claim. SynQor may employ counsel, at its own expense, to assist in the defense of the claim. SynQor shall have no authority to settle any claim on behalf of the Buyer.

13. **Limitation on Use.**

Commercial, Industrial, Medical and Configurable products only

SynQor's products are not authorized for use and should not be used, without the specific prior written approval of an authorized officer of SynQor making specific reference hereto, in any human implantation, life support system, nuclear facility or application, aircraft control application or any other application in which failure or malfunction of the product could reasonably result in loss of or harm to life, or catastrophic damage to property or the environment. Buyer will indemnify and hold SynQor harmless from any loss, cost or damage resulting from Buyer's use of the products in any such prohibited activity.

14. **Compliance with Law; Export Control.**

Commercial, Industrial, Medical and Configurable products only

Buyer shall comply with all laws, ordinances, rules and regulations applicable to Buyer in connection with this transaction. Buyer agrees not to export or re-export the products, separately or as a part of a system, without compliance with applicable U.S. export control laws.

15. **Miscellaneous.**

- i. No modification of these terms and conditions shall be of any force or effect unless signed by an authorized representative of SynQor making specific reference hereto.
- ii. SynQor may assign its rights and delegate its duties hereunder to any successor in interest to substantially all of its business and operations.
- iii. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America without regard to the conflict of law provisions thereof.

B. Commercial Terms and Conditions - *the following additional terms and conditions apply to Commercial products only.*

1. **Warranty Period.** The Warranty Period for Commercial products is three (3) years following the date of shipment.

C. Industrial, Medical, Configurable and Hi-Rel Military Terms and Conditions

- the following additional terms and conditions apply to Industrial, Medical, Configurable and Hi-Rel/Military products only.

- 1. Warranty Period.** The Warranty Period for Industrial, Medical, Configurable and Hi-Rel/Military products is two (2) years following the date of shipment.

D. Hi-Rel/Military and Configurable Terms and Conditions *- the following additional terms and conditions apply to Hi-Rel/Military and Configurable products only.*

- 1. Cancellation and Rescheduling.** All orders for Hi-Rel/Military Products and Configurable products are non-cancellable following acknowledgement by SynQor. Once products have been shipped, they are non-returnable except for warranty claims and then only in accordance with the warranty procedures set forth herein. Reasonable accommodation can be made for requested rescheduling by contacting SynQor Sales.

E. Hi-Rel/Military Terms and Conditions *- the following additional terms and conditions apply to Hi-Rel/Military products only.*

- 1. Warranty.** SynQor warrants that MilQor and MilCOTS products will be free from defects in materials and workmanship and will perform in accordance with the specifications for such product for the specified Warranty Period. This warranty does not apply to products damaged by abuse, accident, misuse, neglect, alteration, repair, disaster, improper installation or improper testing, nor does it apply to components or materials purchased by SynQor from third parties. MilQor products are specifically developed with end use intention for the High Reliability and Aerospace markets specific to the in-line process screening level of the device and recommended operating environment. Exceeding recommended operating environments voids any warranty or end use policy.

If SynQor determines that the product is defective as provided in the foregoing paragraph, SynQor will, at its option, repair or replace the product or refund all or part of the purchase price therefor. To obtain a replacement or repaired product under this warranty, Buyer must contact SynQor Sales within the warranty period to obtain a Return Material Authorization and shipping instructions. In shipping the product back to SynQor, the Buyer assumes all risk of damage or loss in transit.

THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

- 2. Limitation on Use.** SynQor's products are not authorized for use and should not be used, without the specific prior written approval of an authorized officer of SynQor making specific reference hereto, in any human implantation, life support system or nuclear facility application or in any other application in which failure or malfunction of the product could reasonably result in loss of or harm to life, or catastrophic damage to property or the

environment. Buyer will indemnify and hold SynQor harmless from any loss, cost or damage resulting from Buyer's use of the products in any such prohibited activity.

3. ITAR and Export Control. SynQor certifies that it shall at all times comply with the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and other applicable U.S. export control laws (collectively, "Export Control Laws"). SynQor agrees to control the disclosure of and access to technical data and information and other similar items received from the Buyer. In addition, SynQor agrees that no defense article, technical data or information, or controlled technology provided by Buyer shall be provided or disclosed to any foreign person except with the express written consent of Buyer and compliance with applicable Export Control Laws.

Buyer shall comply with all laws, ordinances, rules and regulations applicable to Buyer in connection with this transaction. Buyer agrees not to export or re-export the products, separately or as part of a system, without compliance with applicable Export Control Laws. In furtherance of the foregoing, and not by way of limitation, Buyer represents, warrants and agrees that (i) it is not located in or in any way connected with any of the following countries: Afghanistan, Angola, Belarus, Burma, Congo, Cuba, Haiti, Iran, Iraq, Ivory Coast, Lebanon, Liberia, Libya, N. Korea, Pakistan, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Venezuela, Vietnam, Yugoslavia (Serbia and Montenegro), The Western Balkans or such other countries as SynQor may from time to time specify, (ii) it is not and is not connected with any person or entity with whom SynQor or any other U.S. person is prohibited by law or regulation to do business, (iii) it will not use the product in connection with any nuclear application, biological and/or chemical weapons, and/or delivery systems utilized in connection with any of the foregoing, and (iv) it will not export or re-export the products to any of such countries or buyers or for any of such uses.

F. Custom Terms and Conditions - *the following additional terms and conditions apply to Custom Products only.*

1. Separate Terms and Conditions. Custom Products may be governed by separate terms and conditions, as designated by SynQor. In that event, such separate terms and conditions shall govern. If SynQor does not specify separate terms and conditions, the terms and conditions set forth herein as applying to Configurable Products shall apply to Custom products.