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SALES TERMS & CONDITIONS

LIMITED WARRANTY: Plastronic Enclosures, Inc. ("PEI") warrants its enclosures against defects in workmanship and materials in a value not to exceed the actual cost of the product purchased by its original customer. PEI reserves the right to either repair or replace said enclosures at its discretion. **THE WARRANTIES SET FORTH HEREIN ARE COMPLETE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSE.**

FORCE MAJEURE: Except for buyer's obligation to make payment, neither party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by causes beyond its reasonable control.

CONDITIONS: All orders or contracts are accepted with the understanding that they are subject to PEI's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to PEI's current manufacturing schedules and government regulations, orders, directives and restrictions that may be in effect from time to time. Typographical and clerical errors in quotations, orders, and acknowledgments are subject to correction without penalty or prejudice to PEI.

FITTING-UP CHARGES: Buyer shall pay all fitting-up charges which cover manufacture of, and operating cost of, the necessary tools, dies and fixtures required for the particular work to fill this order. Such tools, dies and fixtures shall remain in PEI's possession and control. No additional charges will be made for upkeep or replacement of tools, dies and fixtures, but if at any time a period of two (2) years has elapsed since the receipt of any order from buyer requiring the use of such tools, dies or fixtures, PEI may thereafter make any such use or disposition of such tools, dies or fixtures as PEI desires without any accounting to buyer for such use or disposition or the proceeds thereof. Tools, dies and fixtures are not subject to rebates, prorating or absorption.

CLAIMS: All claims for visual defects in workmanship or materials must be made, in writing, within 30 days of original invoice date. All claims for non-visual defects in workmanship or materials must be made no later than 60 days from date of original invoice. No claim of any type will be honored after the expiration of the original 60-day period from original date of invoice. The replacement of an enclosure shall not extend this warranty.

RETURN MATERIAL AUTHORIZATION (RMA): All claims for defects in workmanship must be made in writing by the original purchaser to PEI directly. No other companies or their representatives are authorized to act in PEI's behalf. Upon receipt of notice of defect in workmanship, a Return Material Authorization number (RMA #) will be issued to the purchaser. This RMA authorizes the purchaser to return the product in question back to PEI for inspection only. It is not, in any way, to be assumed as an agreement as to the suitability of the return. That determination can only be made by PEI's Quality Assurance Department, upon receipt and inspection of the parts in question. All authorized returns must be shipped prepaid to PEI via UPS, surface transport only. No other shipping method will be allowed without the prior written approval by a PEI representative. The outside of the shipping containers must be marked with the following information: PEI's RMA number, original invoice number, and the purchaser's purchase order number, PEI's part number, and the customer's part number. Any product returned to PEI without a Return Material Authorization number, shipped collect, or not in compliance of PEI's RMA procedures will be automatically refused by PEI's Receiving Department. If the defect is determined to be allowable, a credit will be issued by PEI, in an amount determined by PEI to be

equal to the price paid including the cost of transportation and return freight.

CONSEQUENTIAL DAMAGES: IN NO EVENT WILL INCIDENTAL, CONSEQUENTIAL OR ACTUAL DAMAGES, OF ANY KIND, BE ALLOWED IN ANY FORM OR CONFIGURATION. All restitution is to be confined to the terms and conditions of this document. No employee of PEI is authorized to change or negotiate terms of this document to anything other than those contained herein without the written authorization of PEI's President.

PRICES: All pricing is subject to change without notice. All written quotations are valid for 60 days. The customer is responsible for the payment of all applicable sales, use, export, and excise taxes. Prices quoted do not contemplate packaging other than PEI's normal commercial packaging unless expressly agreed to in writing by PEI.

PAYMENT: Customer agrees to make payment within 30 days of date of invoice. Customer agrees to pay a late payment of 1½ % per month or the maximum allowable by law on all overdue invoices. In the event of referral to an attorney for collection, all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorney's fees, shall be paid by the customer.

WORKMANSHIP: PEI strives to produce the highest quality product possible and takes the utmost care throughout the entire manufacturing process to ensure our customers' expectations of form, fit, and function are met. However, because our products are custom made to each customer's exacting specifications, our manufacturing process entails a substantial amount of custom, one of a kind, hand detail work. It is understood by both customer and PEI that the finished product will have the look of a custom made part and may in some cases contain variances in appearance with no degradation of function. If you have any questions about this process please discuss your individual part requirements with your PEI representative prior to approving your production run.

GOVERNING LAW: The provisions of this document will be governed by the laws of the State of New Jersey.

DELIVERY: Products shall be shipped F.O.B., Piscataway, New Jersey. All delivery dates, given in the acceptance of an order, are approximate. PEI will make every effort to comply with the customer's delivery requirements but shall not be liable for damages, actual or consequential, caused by missed delivery dates, no matter the reason.

GENERAL: The buyer acknowledges and agrees that it has read this document and agrees to be bound by its terms and conditions, and that this document is the exclusive governing document. No other document shall supersede this document, unless approved by PEI, in writing and signed by its President or his designee.

INDEMNIFICATION: Products produced by PEI are manufactured to its customer's drawings and/or specifications and Buyer agrees to save PEI harmless from and indemnify it against loss by way of any claim for infringement of any proprietary right of any third party, including by way of illustration and not limitation, any patents, trademarks, trade dress or brand names pertaining to or in connection with such products. PEI makes no representation and offers no indemnification with regard to any claim of interference, infringement, misappropriation or other conflict relative to the product manufactured by PEI or its customers.

SEVERABILITY: If any part or provision of this document is found invalid, unenforceable, or illegal, the validity, enforceability, or legality of the rest of the document shall in no way be affected or impaired.