

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES ("PRODUCTS") BY WORLD MICRO COMPONENTS, INC. AND ITS DIVISIONS AND SUBSIDIARIES ("SELLER") AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION ("PURCHASE ORDER") FROM BUYER. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

1. **Orders.** All orders shall be initiated by Buyer issuing a Purchase Order or otherwise placing an order by electronic or other written means acceptable to Seller. Orders shall identify the Products, unit quantities, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Seller. Orders may be cancelled or rescheduled only upon the advance written consent of Seller (which it may withhold in its sole and absolute discretion). As a condition to receiving Seller's written consent, Buyer shall pay all reasonable cancellation, restocking and other reasonable charges incurred by Seller due to Buyer's cancellation of the order. **Special orders for Products not normally stocked by Seller or for custom Products shall be non-cancelable and non-refundable.**

2. **Delivery and Title.** All prices quoted and all Products shipped are F.O.B. point of origin. Unless expressly provided otherwise on the front of this Contract, Buyer shall pay all freight, handling, delivery and insurance costs for the shipment of Products in addition to the price of the Products. Subject to Seller's right to stoppage in transit, delivery of the Products to the carrier shall constitute delivery to the Buyer and risk of loss shall thereupon pass to Buyer; provided, however, that title to the Products shall remain in Seller until Buyer makes payment in full for the Products. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer. Seller may refuse or delay any shipment if Buyer fails to satisfy or fulfill any contractual obligations to Seller, whether pursuant to the terms of this Contract or any other contract between Seller and Buyer. Seller reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Any delay in delivery of one installment shall not entitle Buyer to cancel other installments.

3. **Force Majeure.** Seller shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, tornadoes, hurricanes, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay without penalty to Seller.

4. **Payment Terms.** Unless expressly provided otherwise on the front of this Contract, Buyer shall pay for the Products in full, without offset or deduction, net thirty (30) days from the date of this Contract. Orders are subject to credit approval by Seller, which may, in its sole and absolute discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to make payment when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all Products not normally stocked by Seller or custom Products ordered by Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance. Buyer shall pay interest on any Contract not paid when due from the due date to the date of payment at the rate of one and one-half percent (1 1/2%) per month or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees. Time is of the essence with respect to Buyer's obligations to pay all invoices in full and in a timely manner. Buyer hereby grants to Seller a security interest in the Products shipped pursuant to this Contract, including all accessories to and replacements of the Products and the proceeds thereof, to secure the due and punctual payment of the purchase price of the Products and all other amounts owing hereunder. Buyer shall execute and deliver to Seller any additional documents, instruments, financing statements, or amendments that Seller deems necessary or advisable to maintain, continue and perfect the security interest created.

5. **Seller's Limited Warranty.** Seller warrants to Buyer that upon delivery to Buyer the Products purchased hereunder shall conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by Seller on such Products shall conform to applicable Buyer's specifications relating to such work. **THE FOREGOING WARRANTIES ARE SELLER'S EXCLUSIVE WARRANTIES, AND THE PRODUCTS SOLD UNDER THIS CONTRACT ARE SOLD "AS IS" AND "WITH ALL FAULTS," EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE DESIGN AND CONDITION OF THE PRODUCTS OR THEIR QUALITY, CAPACITY, SUITABILITY, CONSTRUCTION, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

6. **Limitation of Liabilities.** BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION, LOSS OF CUSTOMERS, PERSONAL PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERING FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.

7. **Use of Products in Life Support, Nuclear and Certain Other Applications.** Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

8. **Acceptance of Products and Product Returns.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the products unless written notice of rejection is received by Seller within three (3) business days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within three (3) business days after delivery. No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number which may be issued by Seller in its sole and absolute discretion. Returned Products must be in the original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

9. **Taxes.** Seller's prices do not include sales, use, excise or other similar taxes. Accordingly, Buyer shall pay, in addition to the prices specified by the Seller, all local, state, and federal taxes, including all sales, use, excise, or other similar tax, payable with respect to the goods or the transactions contemplated herein, or, alternately, provide Seller with tax exemption certificates acceptable to the applicable taxing authorities.

10. **Technical Advice and Data.** Any technical advice offered or given in connection with the use of any Products is an accommodation to Buyer without charge, and Seller is not liable or responsible whatsoever, for the content or use of that advice. Without Seller's prior written consent, Buyer shall not use, duplicate, or disclose any technical data delivered or disclosed by Seller to Buyer for any purpose other than for installation, operation, or maintenance of the goods purchased by Buyer from Seller.

11. **Intellectual Property.** If an order includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

12. **Export Control.** The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

13. **Breach.** In the event of breach by Buyer, Seller shall have all the remedies at law, in equity, under any agreement of any type, or without limitation, otherwise. The waiver by Seller of any breach hereof or default in any payment shall not constitute a waiver of any succeeding breach or default. The exercise or failure to exercise any remedy shall not preclude the exercise of the remedy at another time or any other remedy at any other time. No action, regardless of type, arising out of, or in any way connected with, the goods furnished or services rendered by Seller to Buyer, may be brought by Buyer more than one year after the cause of action has accrued. Buyer shall pay to Seller, on demand, all costs incurred by Seller in entering, prosecuting, or defending any provision of this Contract. For purposes of this Contract, "costs" means the fees, costs, and expenses of experts, attorneys, mediators, witnesses, arbitrators, collection agents, and supersedes bonds, whether incurred before or after demand or commencement of legal proceedings, and whether incurred pursuant to trial, appellate, mediation, bankruptcy, arbitration, administrative, or judgment-execution proceedings.

14. **Governing Law.** The validity, enforcement, construction and interpretation of this Agreement shall be governed pursuant to the laws of the State of Georgia and the federal laws of the United States of America, excluding the laws or principles of those jurisdictions pertaining to the resolution of conflicts with the laws of any other jurisdictions. The parties hereto expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods. Seller and Buyer irrevocably and unconditionally (a) consent to the personal jurisdiction of all state and federal courts having jurisdiction over Cobb County, Georgia, (b) stipulate that the proper, exclusive and convenient venue for all legal proceedings arising out of this Agreement is Cobb County, Georgia, for a state court proceeding, and the United States District Court for the Northern District of Georgia, for a federal court proceeding, (c) waive any defense, whether asserted by motion or pleading, that Cobb County, Georgia or the Northern District of Georgia, is an improper or inconvenient venue, and (d) agree that service of any court paper may be effected on such party by mail, or in such other manner as may be provided under applicable laws or court rules in the State of Georgia.

15. **Integration and Assignment.** This Contract records the final, complete, and exclusive agreement between the parties with regard to the subjects addressed in it and supersedes any and all prior or contemporaneous oral or written agreements between them regarding the same. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determining the meaning of this Contract even though the accepting or acquiescing party had knowledge of the nature of performance and opportunity for objection. Any assignment by Buyer of this Contract or any rights in it, without Seller's advance written consent, shall be void.

16. **Headings.** The headings of this Contract are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope of, extent or intent of this Contract or any provision thereof.