

1.0 SCOPE

The following terms, conditions and instructions shall apply to all Tech-Etch Purchasing transactions pursuant to this document to the exclusion of any additional or different terms appearing on the Supplier's acknowledgments or quotations. Where applicable, provisions of the Uniform Commercial Code, as amended, shall be enforced. These terms, conditions and instructions, together with those appearing on the face of the purchase order or on any exhibits attached thereto (collectively the "Order") constitute the complete and exclusive agreement between Tech-Etch and the Supplier with respect to the goods or services to be provided thereunder.

2.0 PROCEDURES

- 2.1 Tech-Etch may, at its discretion, initiate transactions with the Supplier by mailing, telephoning or electronically transmitting the Order. If the Supplier is unable to comply with any of the terms set forth herein or on the face of the Order, the Supplier must notify Tech-Etch Purchasing promptly, and in no event longer than five (5) business days after receipt of the Order.
- 2.2 When necessary, the Supplier may submit to Tech-Etch a written request for change or waiver if the Supplier is not able to comply with the Order as written. Tech-Etch will promptly place the Order on hold pending internal review. Tech-Etch will submit a Change Order to the Supplier if the proposed changes are acceptable. Otherwise, Tech-Etch reserves the right to cancel the Order (reference Section 10 herein).
- 2.3 Acceptance of the Order by the Supplier is expressly limited to the terms of the Order. Except as provided below, no modification of the Order shall be binding on either party unless in writing and signed by an authorized representative of each party.

3.0 PRICES

The Supplier shall sell to Tech-Etch the goods or services shown on the face of the Order at the prices specified. Such prices are firm, unless otherwise noted, for the delivery period shown and are exclusive of taxes, shipping and insurance, if applicable. If taxes, shipping or insurance charges are applicable, they shall be separately stated on the Supplier's invoice.

- 3.1 The Supplier warrants that each price for goods or services is no less favorable than that extended during the term of the Order to any other party for the same or like items in equal or lesser quantities on similar terms and conditions.
- 3.2 Unless otherwise specified on the face of the Order, when purchasing metal strip, foil, sheet or plate products, the pricing shown shall be fixed with escalation or de-escalation as necessary to reflect the prevailing market level at the time of shipment.

4.0 PACKAGING

- 4.1 Unless specified on the face of the Order, no charge shall be made by the Supplier for packaging, marking or storage. All goods shall be packaged, marked and otherwise prepared in accordance with good commercial practices. Where government contracts are involved such involvement will be so stated, and packaging will be in accordance with applicable government regulations.
- 4.2 The Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle or pack the goods; Tech-Etch shall not be required to assert any claims for such loss or damage against the common carrier involved.

5.0 SHIPPING and DELIVERY

- 5.1 The Supplier shall ship goods in accordance with the shipping instructions provided by the Tech-Etch Purchasing department. If the Supplier ships goods by a method other than as specified, the Supplier shall pay any resulting increase in the cost of freight incurred over that which would have been incurred had the Supplier complied with Tech-Etch's shipping instructions.

- 5.2 If premium transportation is required due to vendor delinquency, the Supplier shall pay the difference between the cost of premium transportation and the cost which otherwise would have been incurred had such premium transportation not become necessary.
- 5.3 The Supplier will ship goods so they are delivered at the appropriate Tech-Etch receiving dock on the due date specified on the face of the Order. Tech-Etch may refuse to accept deliveries at the Tech-Etch dock which exceed the due date specified on the Order.
- 5.4 Each shipment of goods to Tech-Etch shall include a packing list which contains at least (a) the Tech-Etch P.O. number, (b) the Tech-Etch part number if available, (c) the quantity shipped, and (d) the date of the shipment.
- 5.5 When outside processing of Tech-Etch property is involved, and when indicated on the face of the Order, the requirements of the Tech-Etch document # 4.8.11 (*Subcontractor Traceability Requirements Instruction*) shall apply. A copy of 4.8.11 should be enclosed in each outsource shipment from Tech-Etch. If the vendor is unable to locate a copy and is unsure of its requirements please contact the buyer listed on the Purchase Order before processing.
- 5.6 Overshipments will be allowed only to the extent that they are commensurate with standard industry practices. In the event an overshipment exceeds these guidelines, Tech-Etch may return the excess to the Supplier at the Supplier's expense.
- 5.7 Goods comprising or containing chemicals shall be shipped in conformance with Government and freight regulations applicable to such chemicals. Tech-Etch shall not be liable for any loss or damage caused by a release of chemicals or other hazardous materials to the environment prior to Tech-Etch's actual receipt of the corresponding goods.
- 5.8 The appropriate Tech-Etch ship-to location shall be designated on the face of the Order. The Supplier will be held responsible for any additional charges incurred for goods directed to the wrong location.

6.0 **OUTSOURCING**

Processing of product by a sub tier supplier is not permitted without notification to Tech-Etch and subsequent written authorization by Tech-Etch.

7.0 **TITLE and RISK of LOSS**

Tech-Etch follows Incoterms 2010, the International Commercial Terms as defined by the International Chamber of Commerce. Unless otherwise specified on the face of the Order, shipping terms shall be FCA point of shipment. Title and risk of loss will pass to Tech-Etch upon delivery of the goods by the Supplier to the carrier. If the face of the Order specifies DDP Tech-Etch, the Supplier shall bear the risk or loss of damages for the goods, and title shall not pass to Tech-Etch until delivery of the goods to the specified Tech-Etch location.

8.0 **INVOICES and PAYMENT**

The Supplier shall issue invoices only at the time of shipment of goods or completion of services, except where arrangements for monthly billing are in effect. Unless otherwise specified on the face of the Order, Tech-Etch shall issue payment within thirty (30) calendar days of the date of a correct invoice provided the Supplier has delivered conforming goods or satisfactorily completed services.

8.1 Tech-Etch may take advantage of any applicable prompt payment discount.

8.2 Payment does not constitute acceptance of the goods or services. Adjustments for payments made for rejected goods or services or for any overpayments shall be deducted from subsequent payments due, or, at Tech-Etch's option, promptly refunded by the Supplier upon request.

9.0 CANCELLATION for CONVENIENCE

Tech-Etch may, for its own convenience and without charge, cancel any portion or all of the Order if Tech-Etch gives the Supplier notice (a) for custom goods or services (i.e., supplied exclusively in accordance with Tech-Etch designs or specifications) at least sixty (60) calendar days, unless otherwise agreed by the Supplier and Tech-Etch, prior to the Due Date, and (b) for standard goods or services at least thirty (30) calendar days prior to the Due Date.

9.1 If Tech-Etch cancels any portion or all of the Order, other than as a result of a default by the Supplier, and fails to provide the applicable notice thereof specified above, Tech-Etch shall be responsible for the actual costs incurred by the Supplier as a direct result of such cancellation which are not recoverable by either (a) the sale of the goods or provision of the services affected to other parties within a reasonable time, or (b) the exercise by the Supplier, in a commercially reasonable manner, of other mitigation measures. Any claim by the Supplier for such actual costs shall be deemed waived by the Supplier unless submitted in writing to Tech-Etch within thirty (30) calendar days after Tech-Etch notifies the Supplier of the cancellation.

10.0 CANCELLATION for DEFAULT

Tech-Etch may cancel the Order, or any part thereof, without liability in the event (a) the Supplier fails to deliver goods or perform services within the time specified in the Order, (b) the Supplier fails to perform any other obligation provided for in the Order, or the Supplier so fails to make progress as to endanger performance of the Order in accordance with its terms, and in either of these two circumstances the Supplier does not cure such failure within a period of ten (10) calendar days (or such longer period as Tech-Etch may authorize in writing) after receipt of notice of such failure from Tech-Etch, (c) a petition in bankruptcy is filed by or against the Supplier, or (d) a receiver is appointed for the Supplier or the Supplier makes an assignment for the benefit of creditors in the event Tech-Etch cancels the Order, in whole or in part, as provided in the paragraph 9, the Supplier shall be liable to Tech-Etch for any and all damages sustained by Tech-Etch in connection with the default which gave rise to the cancellation. The rights and remedies of Tech-Etch contained herein are in addition to any other rights or remedies provided by law.

11.0 INSPECTION and ACCEPTANCE

11.1 The Supplier shall inspect all goods prior to shipment to Tech-Etch. The Supplier must report any non-conforming product to Tech-Etch and has no Material Review Board authority; MRB authority shall be retained by Tech-Etch and its designated representatives. Tech-Etch and its designated representatives may perform reasonable inspection of the goods at the Supplier's source site.

11.2 Tech-Etch may test or otherwise inspect goods for acceptance within a reasonable time after receipt at the specified Tech-Etch location.

11.3 Goods which fail to pass Tech-Etch's incoming acceptance testing or other inspection, if any, may be rejected by Tech-Etch and returned to the Supplier at the Supplier's expense. Tech-Etch's rights under this Section are in addition to Tech-Etch's rights under Section 12.0.

11.4 The Supplier is required to retain all inspection and test data impacting goods and services sold to Tech-Etch for a period of ten (10) years from purchase. Records shall remain legible, readily identifiable and retrievable, and dispositioned in any manner appropriate to supplier's standard methods. This data shall be available for review by Tech-Etch upon request.

12.0 WARRANTY

The Supplier warrants that all goods will conform to and perform in accordance with the drawings, specifications, samples or other descriptions applicable thereto, including any specifications supplied by Tech-Etch. The Supplier further warrants that all goods furnished pursuant to the Order will be (a) free from all defects in material and workmanship, (b) free from defects in design except to the extent that such goods comply with the detailed designs provided by Tech-Etch, (c) suitable for the purposes, if any, which are stated on the face of the Order, and (d) in conformity with all the other requirements of the Order.

- 12.1 The Supplier warrants good title to the goods furnished pursuant to the Order. In addition to any other rights that Tech-Etch may have, if goods are found not to be as warranted within a one (1) year period after receipt at the specified Tech-Etch location (or such longer period as provided in the Supplier's standard warranty), Tech-Etch may return such goods to the Supplier, at the Supplier's expense, for correction, replacement, credit or refund, as Tech-Etch may direct.
- 12.2 The Supplier warrants that all services to be provided hereunder will be performed in a safe and workmanlike manner and that the Supplier possesses the requisite expertise, facilities and equipment necessary and appropriate to perform the services.
- 12.3 The Supplier warrants that the goods furnished under the Order are new except where expressly stated to the contrary.
- 12.4 These warranties, and all others, express or implied, shall survive inspection, acceptance, non-inspection and payment. The Supplier disclaims any implied warranties of merchantability or fitness for a particular purpose.

13.0 MATERIALS and TOOLS

If Tech-Etch furnishes the Supplier material or equipment (such as special dies, jigs, molds, tools, test equipment or masks) or pays for such material or equipment, title thereto shall remain or vest in Tech-Etch, and the Supplier shall identify, maintain and preserve such material and equipment as Tech-Etch property and shall only dispose of such material and equipment (including scrap) in accordance with Tech-Etch's direction. Unless otherwise authorized in writing by Tech-Etch, the Supplier shall use such material or equipment only in the performance of orders for Tech-Etch.

- 13.1 The Supplier shall bear all risk of loss or damage to such material or equipment until it is returned to Tech-Etch. Upon request of Tech-Etch, the Supplier shall deliver all such material or equipment to Tech-Etch in good condition, normal wear and tear excepted, without cost to Tech-Etch. The Supplier waives any legal or equitable right to withhold or retain such material or equipment.
- 13.2 The Supplier shall execute a Uniform Commercial Code Financing Statement covering the material or equipment upon Tech-Etch's request.

14.0 INFRINGEMENT

The Supplier, at its expense, will defend Tech-Etch and its customers against any claim based on an allegation that the use or resale of any goods infringes a patent, copyright or trademark of another, or violates any trade secret or other proprietary interest of another. The Supplier will pay any resulting costs, damages, and attorney's fees finally awarded against Tech-Etch or its customers that are attributable to such claim and will pay the part of any settlement that is attributable to such claim; provided (a) Tech-Etch notifies the Supplier promptly in writing of the claim, (b) the Supplier is permitted to control the defense or settlement of the claim, and (c) Tech-Etch and its customers cooperate reasonably in such defense or settlement at the Supplier's expense.

- 14.1 In its defense or settlement of any such claim, the Supplier may: A) Procure for Tech-Etch the right to continue using and reselling the goods and for Tech-Etch's customers the right to continue using the goods; B) Modify the goods so that use and resale of the goods becomes noninfringing; or C) Replace the goods with equivalent goods not subject to the claim.
- 14.2 The Supplier will not be liable to Tech-Etch for claims of infringement or violation based upon the sale or use of goods manufactured according to designs furnished by Tech-Etch.
- 14.3 The foregoing states the entire obligation and liability of the Supplier with respect to infringement or violation of any proprietary interest of another and claims thereof.

15.0 NONDISCLOSURE of INFORMATION

The Supplier shall not, without the prior written consent of Tech-Etch, make any release of information concerning the Order, other than to the Supplier's employees which is required for the performance of their duties, nor use the name of Tech-Etch in any advertising or publicity.

16.0 CONFIDENTIAL INFORMATION

All information obtained by the Supplier from Tech-Etch which is identified as confidential or proprietary by Tech-Etch or is acquired by the Supplier under circumstances reasonably considered to impose an obligation of confidentiality, shall be received in confidence, shall remain the property of Tech-Etch, shall not be disclosed to a third party, and shall be used by the Supplier only to the extent necessary for the performance of the Order.

17.0 COMPLIANCE with LAWS

The Supplier shall comply with all federal, state and local laws and regulations including, but not limited to, the Fair Labor Standards Act of 1938, as amended, and the Occupational Safety and Health Act of 1970, as amended, the Toxic Substance Control Act, as amended. The Supplier certifies that all goods supplied under the Order will be produced in compliance with the requirements of the Fair Labor Standards Act of 1930, as amended.

18.0 ITAR/EAR, ROHS, REACH, Dodd-Frank conflict mineral, et al.

As a supplier to Tech-Etch Inc., certain activities you perform may fall under specific U.S. Government or other regulatory reporting requirements. Tech-Etch may request data from Suppliers in order to meet or affirm proper compliancy as applicable. Suppliers shall provide prompt, accurate feedback to these requests for information. Data requested will be treated as confidential information and only shared as needed to meet reporting obligations. Supplier must send immediate notification of any changes that impact current status or alter previously submitted information.

19.0 SPECIAL INSTRUCTIONS

- 19.1 When supplying metal strip, foil, sheet or plate, commercial tolerances and quality specifications shall apply except where otherwise stated on the face of the Order.
- 19.2 When supplying metal strip, foil, sheet or plate, heat number identification and integrity shall be protected and shall appear on the Supplier's certification which will be provided to Tech-Etch. When specified on the face of the Order as a Certificate of Analysis, this certification will include chemical and physical properties and/or test reports of the material shipped.
- 19.3 The Supplier shall furnish, when required by Tech-Etch, proper documentation so as to certify the goods or services performed under the terms of the Order. The documentation may be required in the form of a Certificate of Compliance or a Certificate of Analysis, as dictated on the face of the Order.
- 19.4 Any and all other Specifications, Process Procedures, or Instructions referred to on the face of the Order shall be deemed an integral part of the Order.

20.0 QUALITY MANAGEMENT

Suppliers shall immediately notify Tech-Etch of significant changes to their quality management system.

21.0 WAIVER

The failure of either party to enforce at any time any provisions of these terms, conditions and instructions, shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, either express or implied, of any breach of these terms, conditions and instructions shall be construed as a waiver of any other breach of such term, condition or instruction.

22.0 ETHICS & SOCIAL RESPONSIBILITY

Tech-Etch is proud to be an upstanding member of the business community. Tech-Etch is registered with the Responsible Business Alliance and has adopted the entirety of the RBA Code of Conduct. The RBA code is available for viewing at: <http://www.responsiblebusiness.org/standards/code-of-conduct/> . The Code defines responsible and ethical behavior in the areas of Labor, Health & Safety, the Environment and Business Ethics. Tech-Etch will consider the supplier to have acknowledged and implemented the RBA Code by virtue of shipping product against a Tech-Etch purchase order. Tech-Etch may audit the supplier for compliance to the RBA code upon request.

23.0 EEO & AFFIRMATIVE ACTION

As part of Tech-Etch's compliance with federal Equal Opportunity and Affirmative action regulations Tech-Etch hereby notifies you, our valued supplier, that Tech-Etch is an equal opportunity employer that makes employment decisions without regard to race, religion, color, national origin, citizenship, sex, gender identity sexual orientation, veteran's status, age or disability status. Tech-Etch takes affirmative action steps to employ and advance in employment qualified individuals with disabilities and protected veterans.

Tech-Etch further notifies you that as an entity supplying goods and/or services to Tech-Etch, your organization may be subject to, and required to action pursuant to, the following laws and regulations:

- Executive Order 11246 and it's implementing regulations at 41 C.F.R. part 60
- The Vietnam Era Veterans Readjustment assistance Act of 1974, as amended, and it's implementing regulations at 41 C.F.R 60-300
- Section 503 of the Rehabilitation Act of 1973, as amended, and it's implementing regulations at 41 C.F.R. 60-741
- Executive Order 13496, and it's implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A

This notification does not necessarily mean that your business has any or all obligations referenced above. This will depend upon a number of factors, including the dollar amount of our transaction(s) and the size of your workforce. Governing agencies require that we maintain this type of documentation to show that Tech-Etch is in compliance with the laws themselves.

24.0 GOVERNING LAW

The rights of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.