TERMS AND CONDITIONS OF THIS SALES TRANSACTION

1. BUYER'S TERMS AND CONDITIONS. Waldom Electronics Corporation ("Waldom") desires to provide its Buyers with prompt and efficient service. However, to negotiate individually the terms and conditions of each contract would substantially impair Waldom's ability to provide such service. Accordingly, Products furnished by Waldom are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions of Buyer's order, any sale by Waldom to Buyer is expressly made conditional on Buyer's agreement to Waldom's Terms and Conditions. Any conflicting, additional or different statements or terms listed on the Buyer's purchase orders, invoices, confirmations or other Buyer generated documents, whether heretofore or hereafter submitted, are of no effect.

2. DELIVERY. Title to all Products shall pass to Buyer upon delivery to Buyer's carrier, or common carrier. Waldom shall not be liable for delays in delivery or for failure to perform due to any causes, including, without limitation, acts of God, acts or omissions of Buyer or civil or military authorities, fires, strikes, epidemics, quarantine restriction, flood, earthquakes, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of such delay without penalty to Waldom. Waldom shall be entitled to refuse or to delay shipments for failure by Buyer to pay promptly any payments due Waldom, whether on this or any other contract between Waldom and Buyer. Waldom shall have the right to deliver all Products covered hereby at one time or in portions.

3. ACCEPTANCE AND CANCELLATION OF ORDERS. All orders are subject to acceptance in writing by Waldom. Any written acknowledgement or receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by Waldom may be cancelled by Buyer only upon written agreement of Waldom. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which Waldom may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges shall include all expenses incurred and commitments made by Waldom, and shall be paid by Buyer to Waldom. Buyer requests to reschedule are subject to acceptance by Waldom in its sole discretion. Orders may not be cancelled or rescheduled after the order has been submitted by Waldom to the shipment carrier. Waldom reserves the right to allocate sales and limit quantities of selected products among its Buyers in its sole discretion. Product specifications and availability are subject to change without prior notice.

4. RETURNS. Buyer must notify Waldom within thirty (30) days from date of shipment of any defective product. (See Waldom's Limited Warranty for further information). All claims for shortages must be made to Waldom within seventy-two (72) hours of receipt by Buyer. All returns must be in original packaging and condition and condition of delivery, without their numbers or any part thereof altered, defaced or removed.

5. PRICES AND TAXES. Orders are billed at the prices in effect at the time of shipment. Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value-added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, and document fees. In the event Waldom receives notification from the manufacturer after an order has been accepted but prior to shipment that the price of the Product has increased, Waldom shall be entitled to increase the price of the Product commensurate with such increase, and the Buyer shall either accept such price increase or terminate the order.

6. TERMS. Terms of payment are net thirty days from date of invoice unless otherwise specified by Seller in writing. In the event that payment is not received within such thirty day period, any unpaid balance shall commence to bear interest at the rate of 15% per annum from the 31st day after invoice.

7. LIMITED WARRANTY AND REMEDIES. Waldom warrants that, at the time of delivery, the Products covered hereby are in accordance with their manufacturer's specifications, but makes no other warranty with respect to such Products. Waldom agrees, as Waldom shall elect, to credit the account of Buyer or replace without charge to Buyer all Products which at the time of delivery are not in such condition, but only if Buyer returns such Products within 180 days from the date of delivery, in original package and condition of delivery, without their numbers or any part thereof altered, defaced, or removed, to Waldom's plant of shipment, accompanied by a specification in writing of the defects involved. In no event shall Waldom's liability hereunder exceed the Buyer's purchase price. Buyer shall notify Waldom in each instance when Buyer intends to return Products which Buyer believes are not in accordance with Waldom's limited warranty and Waldom shall be entitled to examine such Products at Buyer's facilities prior to their return. Final inspections and conclusive determination whether Products are in accordance with Waldom's limited warranty shall be made at Waldom's facility, or may be based upon the manufacturer's actual test report. WALDOM'S SOLE LIABILITY SHALL BE TO CREDIT THE ACCOUNT OF BUYER OR TO REPLACE PRODUCTS WHICH ARE NOT IN ACCORDANCE WITH WALDOM'S LIMITED WARRANTY IN ACCORDANCE WITH THE TERMS HEREOF AND IN NO EVENT SHALL WALDOM BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE OF ANY KIND. THE FOREGOING REMEDY AS PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER.

EXCEPT AS STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE. WALDOM SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO DELAY IN DELIVERIES, SERVICE, USE OF EQUIPMENT OR OTHER PERFORMANCE AS SPECIFIED IN THIS AGREEMENT.

8. PRODUCT SAFETY NOTICE AND RESTRICTIONS. Products are intended for commercial use only. Waldom does not determine the specifications or conduct any performance or safety testing of any Products that it sells. Specification sheets provided to Buyers are produced by the manufacturer or transcribed from information provided by the manufacturer. Waldom is not a Qualified Manufacturers List (QML) supplier. Buyer agrees that all purchases are for commercial or other applications that do not require QPL components, unless specifically noted in Buyer's purchase order. Any reference to military specifications on Waldom's website is for reference only and does not modify these terms and conditions. Waldom does not participate in any product safety engineering, product safety review or product safety testing. Waldom cannot provide any safety testing, safety evaluation or safety engineering services.

9. NO USE AS CRITICAL COMPONENTS. Products sold by Waldom are not designed, intended or authorized for use in life support, life sustaining, human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such Products could result in personal injury, loss of life or catastrophic property damage, unless specifically noted in the product descriptions. This includes, but is not limited to, Class III medical devices as defined by the U.S. Food and Drug Administration (FDA) and Federal Aviation Administration (FAA) or other airworthiness applications. 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 Waldom 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 WALDOM 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.**

10. INDEMNIFICATION. Buyer understands and agrees that it is personally responsible for its use or inability to use the Products or Buyer's reliance upon any information or recommendation provided by Waldom personnel. Buyer agrees to indemnify, defend and hold harmless Waldom and its business partners, employees and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of Buyer's use, misuse, or inability to use the Products or the Waldom website, Buyer's reliance upon any information or recommendation provided by Waldom personnel, or any violation by Buyer of this Agreement.

11. INFRINGEMENT DISCLAIMER. Notwithstanding section 2-312 of any applicable version of the Uniform Commercial Code or any other similar law, Waldom (i) expressly disclaims any and all warranties against third party claims for infringement or the like, and (ii) shall have no obligation of any kind to the Buyer for claims brought by third parties against the Buyer for infringement or the like arising out of or in any way related to Products purchased by the Buyer from Waldom.

12. EXPORT CONTROL. Waldom is committed to compliance with all U.S. Export Regulations and Laws. Waldom will not sell or ship to countries embargoed by the U.S. Treasury Office of Foreign Asset Control (OFAC). Waldom will not sell or ship to individuals or organizations identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons. Waldom will not sell or ship products prohibited under Export Administration Regulations to individuals or organizations identified by the U.S. Department of Commerce, Bureau of Industry and Security (BIS). Waldom will not seek export licenses pursuant to Export Administration Regulations. Furthermore, Waldom prohibits the re-export, brokering or transshipment of its products to any individual, organization or country prohibited by the OFAC or BIS. 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. Buyer further 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. Any use made of Waldom classifications, whether it be ECCNs or any variation of Harmonized Tariff codes, is without recourse to Waldom and at the user's risk. Export classifications are subject to change. If Buyer exports or re-exports, Buyer, as the exporter of record, is responsible for determining the correct classification of any item at the time of export. Any export classification by Waldom is for Waldom's internal use only and shall not be construed as a representation or warranty regarding the proper export classification not called upon to make licensing determinations.

13. TECHNICAL DATA. To the extent Waldom offers technical assistance or suggests alternative parts based on technical information available to Waldom, WALDOM DOES NOT GUARANTEE that this assistance is correct or that suggested part alternatives are based on the most recent data or that Waldom's interpretation and accuracy of the data is correct. Buyer is solely responsible for confirming the validity of the assistance and the specifications as well as determining the appropriateness and compatibility in selecting part(s) for their application.

14. DISPUTES. All disputes under, and with respect to any contract concerning the Products not otherwise resolved between Waldom and Buyer shall be resolved in a court of competent jurisdiction located in Rockford, Illinois, and employing Illinois law, and in no other place; provided, however, that in Waldom’s sole discretion such action may be heard in some other place designated by Waldom (if necessary to acquire jurisdiction over third persons), so that the dispute can be resolved in one action. Buyer agrees to appear in any matter connected with the Products furnished by Waldom. NO ACTION MAY BE BROUGHT BY BUYER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

15. INTEGRATION AND ASSIGNMENT. These Terms and Conditions contain the entire and only agreement between the parties with respect to the Products, and any representation, promise or warranty not specifically incorporated herein in writing shall not be binding on either party. These Terms and Conditions may be modified only by a writing signed by Waldom.