

**Standard Terms and Conditions for
Purchase and Delivery of PCBs
The Bare Board Group, Inc.**

1. Applicability.

(a) This purchase order is an offer by The Bare Board Group, Inc. (“**BBG**”) for the purchase of printed circuit boards specified in this purchase order (“**PCBs**”) from the party to whom the purchase order is addressed (the “**Supplier**”) in accordance with and subject to these terms and conditions (the “**Terms**”); together with the terms and conditions contained in the purchase order, the “**Order**”).

This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order.

The Order expressly limits Supplier’s acceptance to the terms of the Order. Except as otherwise agreed in writing, these Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier’s general terms and conditions of sale or any other document previously issued or to be issued by Supplier in connection with this Order.

(b) The Terms shall apply to any repaired or replacement PCBs provided by Supplier.

2. Acceptance. Supplier can indicate its acceptance of this Order by starting performance in accordance with the Order and include the part number(s) contained in the Order on its daily work in progress (“**WIP**”) report to BBG.

3. Delivery Date. Supplier agrees to deliver PCBs in the quantities and on the date(s) specified in the Order (the “**Delivery Date**”). Supplier shall provide BBG the following daily reports: (1) delivery confirmations; (2) WIP; and (3) updates on any change to the expected ship dates relevant to the Order.

4. Quantity. If Supplier delivered more PCBs than specified in the Order, BBG may reject any excess quantity and return to Supplier at its expense. If BBG does not reject the PCBs and instead accepts the delivery at the increased quantity, the total amount of the Order shall be adjusted on a pro-rata basis.

5. Delivery Location. Except as otherwise instructed by BBG, all PCBs shall be delivered to the address specified in the Order (the “**Delivery Location**”) during BBG’s normal business hours.

6. Shipping Terms. Supplier agrees to ship the PCBs pursuant to the shipping terms specified in the Order and include the corresponding tracking number in the WIP to BBG. If requested by BBG, Supplier shall provide BBG all shipping documents, including but not limited to the commercial invoice, packing slip, air waybill/bill of lading and any other documents necessary to release the PCBs to BBG. If the Supplier cannot meet the Delivery Date as agreed upon for any reason, Supplier unconditionally agrees to accept the additional cost for the

expedited freight charges on late shipments pertaining to the Order.

7. Title and Risk of Loss. Title passes to BBG upon delivery of the PCBs to the Delivery Location. Excepted as otherwise noted in the Order, Supplier bears all risk of loss or damage to the PCBs until delivery of the PCBs to the Delivery Location.

8. Packaging. All PCBs shall be packed for shipment according to BBG’s instructions or, if there are no instructions, in a manner sufficient to ensure that the PCBs are delivered in undamaged condition.

9. Amendment and Modification. Supplier agrees to manufacture PCBs in accordance with the specifications stated in the Order. If Supplier discovers any discrepancy between the Order and the Gerber data and fabrication drawing (collectively, the “**Data**”), Supplier shall notify BBG immediately. Unless otherwise instructed in writing by BBG, Supplier understands the Data will take precedence over the Order, and manufacture accordingly. If any change is necessary to the Order, BBG will provide Supplier with the details in writing.

10. Inspection and Rejection of Nonconforming PCBs. BBG has the right to inspect, at the Supplier’s manufacturing facility or mutually agreeable place, any portion of the PCBs beginning on the Delivery Date through the date that is one hundred eighty (180) days after BBG delivers such portion of the PCBs to such applicable customer of BBG (an “**Inspection Period**”). BBG, at its sole option, may inspect all or a sample of the PCBs, and may reject all or any portion of the PCBs if it or any of its customers determines any portion of the PCBs are nonconforming or defective during the applicable Inspection Period.

If BBG or any of its customers rejects any portion of the PCBs, BBG has the right, effective upon written notice to Supplier, to: (a) rescind the Order in its entirety; (b) accept the PCBs at a reduced price reasonably determined by BBG; or (c) reject the PCBs and require replacement of the rejected PCBs. If BBG requires replacement of the PCBs, Supplier shall treat replacement of the nonconforming PCBs as an urgent priority and pay for all related expenses, including but not limited to, transportation charges for the return of the defective goods and the delivery of replacement PCBs to location(s) designated by BBG.

If Supplier fails to timely deliver replacement PCBs, BBG may take one or more of the following actions: issue a debit memorandum to Supplier for the amounts paid by BBG for the PCBs and any amounts paid by BBG to its customers arising out of such nonconforming PCBs and/or replace them with goods from a third party and terminate this Order immediately pursuant to Section 19. Any inspection or other action by BBG under this Section shall not reduce or otherwise affect Supplier’s obligations under the Order, and BBG shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

11. Price. The price of the PCBs is the price stated in the Order (the “**Price**”). Unless otherwise specified in the Order, the Price includes all applicable fees, taxes and charges, including but not limited to, any and all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of BBG.

12. Payment Terms. Supplier shall issue an invoice to BBG on or any time after the completion of delivery and only in accordance with the Terms and the Order. BBG shall pay all properly invoiced amounts due to Supplier within sixty (60) days after BBG’s receipt of such invoice, except for any amounts disputed by BBG in good faith. All payments hereunder will be in US dollars and made by wire transfer. No late fees shall apply to payments owed by BBG.

13. Set-off. Without prejudice to any other right or remedy it may have, BBG reserves the right to set off at any time by issuing debit memoranda to Supplier any amount BBG determines Supplier owes to BBG against any amount payable by BBG to Supplier. Supplier shall have no right of set-off against BBG. Specifically, Suppliers agrees to accept—as a condition of the acceptance of the Order—debit memos for assemblies found to be defective at a rate of up to 20 times the cost of the bare printed circuit board contained in the Order.

14. Warranties. Supplier warrants to BBG that for a period of twelve (12) months from the shipping date on the packing slip accompanying the PCBs prepared by BBG, all PCBs will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by BBG; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party’s patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the PCBs by BBG or inspection by BBG’s customers pursuant to Section 10. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of BBG’s and/or any of its customers’ discovery of the noncompliance of the PCBs with the foregoing warranties.

If BBG requires replacement of the PCBs due to a warranty claim, Supplier shall treat replacement of the nonconforming PCBs as an urgent priority and pay for all related expenses, including but not limited to, transportation charges for the return of the defective goods and the delivery of replacement PCBs to location(s) designated by BBG.

15. General Indemnification. Supplier shall defend, indemnify and hold harmless BBG and BBG’s affiliates, successors or assigns and their respective directors, officers, shareholders and employees and BBG’s customers (collectively, “**Indemnitees**”) against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or occurring in connection with the PCBs purchased from Supplier

or Supplier’s negligence, willful misconduct or breach of the Terms and/or the Order. Supplier shall not enter into any settlement without BBG’s or Indemnitee’s prior written consent.

16. Intellectual Property Indemnification. Supplier shall, at its expense, defend, indemnify and hold harmless BBG and any Indemnitee against any and all Losses arising out of or in connection with any claim that BBG’s or Indemnitee’s use or possession of the PCBs infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without BBG’s or Indemnitee’s prior written consent.

17. Insurance. During the term of the Order, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) within the industry norm relative to its operation with financially sound and reputable insurers. Upon BBG’s request, Supplier shall provide BBG with a certificate of insurance from Supplier’s insurer evidencing the insurance coverage specified in this Order. Supplier shall provide BBG with advance written notice in the event of a cancellation or material change in Supplier’s insurance policy.

18. Compliance with Law. Supplier is in compliance with and shall comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier shall comply with all export and import laws of all countries involved in the sale of PCBs under this Order. Supplier assumes all responsibility for shipments of PCBs requiring any government import clearance. BBG may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the PCBs.

19. Termination. With prior written notice to Supplier, BBG may terminate this Order, in whole or in part, without cancellation charge at any time with or without cause for PCBs that have not commenced production in the Supplier’s manufacturing facility. In addition to any remedies that may be provided under these Terms, BBG may terminate this Order with immediate effect upon written notice to Supplier, either before or after the acceptance of the PCBs, if Supplier has not performed or complied with any of these Terms, in whole or in part.

If Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then BBG may terminate this Order upon written notice to Supplier without any further financial responsibility to Supplier. If BBG terminates the Order for any reason, Supplier’s sole and exclusive remedy is payment for the PCBs received and accepted by BBG prior to the termination.

20. Limitation of Liability. Nothing in this Order shall exclude or limit (a) Supplier’s liability under Sections 14, 15, 16 and 22 hereof, or (b) Supplier’s liability for fraud, personal injury or death caused by its negligence or willful misconduct.

21. Waiver. No waiver by BBG of any of the provisions of the Order shall be effective unless explicitly set forth in writing and authorized by BBG. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any right,

remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Confidential Information. All non-public, confidential or proprietary information of BBG or BBG's customers, including, but not limited to the Data, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by BBG to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized in advance by BBG in writing.

Upon BBG's request, Supplier shall promptly return all documents and other materials received from BBG. BBG shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by Supplier on a non-confidential basis from a third party. Supplier agrees not to take any action or fail to take any action which would have the effect of circumventing or otherwise materially interfering with the confidentiality covenants as set forth herein.

23. Assignment. Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of BBG. This means, once BBG has approved the manufacturing facility for the PCBs for the Order, Supplier will not unilaterally alter and/or shift its manufacturing responsibilities to another party or make any non-maintenance related changes and/or upgrades to the facility without further advanced notice to and written authorization from BBG.

Any purported assignment or delegation in violation of this Section shall be null and void, and BBG shall have the sole and exclusive discretion to reject the PCBs entirely without any financial responsibility to the Supplier. No assignment or delegation shall relieve Supplier of any of its obligations hereunder. BBG may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Supplier's prior written consent.

24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

25. No Third-Party Beneficiaries. Except with respect to BBG's customers as set forth herein, this Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is

intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

26. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

27. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in Pinellas County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

28. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

29. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by electronic mail, personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

30. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

31. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, General Indemnification, Intellectual Property Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.

32. Additional Requirements. Supplier represents and warrants to BBG that: (1) the Supplier is ISO certified to its most current standard; (2) all Orders will be manufactured, produced and certified to IPC 6012 Class 2 standard unless otherwise specified in writing by BBG; and (3) for each date code, Supplier will include: (i) a Certificate of Compliance; (ii) inspection report; and (iii) solder sample for each shipment under the Order.