

BROADLINE COMPONENTS PURCHASE ORDER TERMS AND CONDITIONS

1. This order expressly limits acceptance to the price, terms and conditions stated herein. Seller shall promptly notify Buyer at once if items cannot be furnished as ordered.
2. Shipments shall be made to arrive no later than the required delivery date shown. Buyer reserves the right to accept or reject later shipments. If this Purchase Order calls for delivery in installments and Seller fails to deliver an installment on the designated delivery date, Buyer may decline to accept subsequent installments and terminate the balance of this Order. Packing slips, with correct Purchase Order number referenced, shall accompany all shipments. Shipments shall be routed via carrier notes. All orders shall be acknowledged promptly with a definite shipping date shown. Seller shall ensure that all items are correctly classified on the bill of lading to obtain minimum freight rates.
3. All terms of purchase shall be governed by the provisions of this Purchase Order only, notwithstanding any preprinted terms and conditions on any order acceptance, invoice, packing list or order tracking document. Any additional or different terms in any such order acceptance or other instrument or document are hereby deemed to be material alterations, and notice of objection to and rejection of them is hereby given. Notwithstanding the foregoing, any separate warranty or promise set forth in any instrument provided by Seller that provides greater warranty protection than contained herein shall be binding on Seller.
4. All Goods shall be received subject to Buyer's inspection, testing, approval, and acceptance notwithstanding any prior payment for such Goods. Goods rejected by Buyer as non-conforming to this Purchase Order or Goods specifications, whether provided by Seller or the manufacturer, may be returned to Seller at Seller's risk and expense and, at Buyer's request, shall immediately be replaced, purchase price refunded or credit given, at the option of Buyer. No substitutions or changes in Goods ordered shall be permitted.
5. Seller makes the following warranties to Buyer, its affiliates and customers regarding Goods furnished hereunder, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the Goods:
 1. Goods will not infringe any party's intellectual property rights;
 2. Seller has the necessary right, title, and interest to provide the Goods to Buyer, and the Goods will be free of liens and encumbrances;
 3. Goods are genuine, new, unpulled, unprogrammed, solderable, without bent or formed leads, test dots or other 3rd party markings, are contained in the original manufacturer's packaging, marked with part number(s) as specified on this Purchase Order, and of the grade and quality specified, unless the Purchase Order expressly provides otherwise;
 4. Goods are free from defects in workmanship and material, conform to all samples, descriptions, and specifications furnished or published by Seller or Manufacturer, and to any other agreed-to specifications, including, without limitation, compliance with

substance prohibitions and restrictions set out in EU Directive 2002/95/EC, Restriction on Hazardous Substances (RoHS) and any other related, implementing laws, rules, regulations, standards and restrictions within the European Community or other countries.

Except for the warranties set forth in Sections 5 a) and b), above (IP and title etc.) and compliance with environmental regulations, all of which shall have the maximum warranty period allowed by law, the warranties herein shall extend for a period of One (1) Year from Buyer's receipt of the Goods. If Seller breaches any of the foregoing warranties, or the Goods are otherwise defective or non-conforming, during the warranty period Seller shall, at Buyer's option, promptly replace such Goods, refund or credit Buyer the amount paid for such Goods. Such remedies, however, shall not affect or limit Seller's indemnification obligations set out below.

6. Except as otherwise expressly limited herein, Seller agrees to indemnify, defend and hold Buyer, its officers, directors, employees, representatives, affiliates, and its customers harmless from and against any and all claims, actions, losses, costs, damages (including reasonable attorney's fees), penalties and fines they may suffer or incur arising from or as a result of (a) infringement of the intellectual property or proprietary rights of others; (b) personal injury or property damage caused by the Goods; (c) breach of Seller's warranties and representations herein as relating to the Goods, including, without limitation, defects, conformance or environmental compliance.
7. This Purchase Order contains the entire understanding between Buyer and Seller with respect to the subject matter hereof and merges and supersedes all prior agreements. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach. No modification or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Buyer's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
8. This Purchase Order is to be construed and interpreted according to the laws of the State of Florida, excluding its conflict of laws provisions. The federal and state courts within Florida and the County of Pinellas shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order. The prevailing party in any legal action or arbitration brought to enforce this Purchase Order or any of its terms shall be entitled to reasonable attorney's fees, court costs, fees and expenses.

External Provider Flow Down Requirements:

- A. The processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions);
- B. The approval of:
 1. Products and services;
 2. Methods, processes, and equipment;
 3. The release of products and services;
- C. Competence, including any required qualification of persons;
- D. The external providers' interactions with the organization;
- E. Control and monitoring of the external providers' performance to be applied by the organization;
- F. Verification or validation activities that the organization, or its customer, intends to perform at the external providers' premises;
- G. Test, inspection, and verification (including production process verification);
- H. The use of statistical techniques for product acceptance and related instructions for acceptance by the organization;
- I. The need to:
 - Implement a quality management system;
 - Use customer-designated or approved external providers, including process sources (e.g., special processes);
 - Notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
 - Prevent the use of suspect unapproved, unapproved and counterfeit parts (see 8.1.4);
 - Notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval;
 - Flow down to external providers applicable requirements including customer requirements;
 - Provide test specimens for design approval, inspection/verification, investigation, or auditing;
 - Retain documented information, including retention periods and disposition requirements;
- J. The right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;
- K. Ensuring that persons are aware of:
 - Their contribution to product or service conformity;
 - Their contribution to product safety;
 - The importance of ethical behavior.