

STANDARD TERMS AND CONDITIONS OF PURCHASE

All purchase made by Optoplex Corporation ("Optoplex") to the seller ("Seller") are expressly conditioned on seller's acceptance of the following terms and conditions. These terms and conditions constitute the entire agreement between Optoplex and Seller ("Agreement") and supersede all previous negotiations, discussions and understandings, whether oral or written, between the parties with respect to the subject matter hereof. These terms and conditions may only be amended or waived by a written amendment signed by an authorized representative of Optoplex.

1. PRICES AND TAXES.

Acceptance of this Purchase Order constitutes a warranty that the prices to be charged for articles or services ordered do not exceed the lowest price charged to any other customer for similar quantities and delivery requirements. Optoplex shall also receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Seller to its customers. In the event Seller reduces its prices for the materials during the term of this purchase order, Seller agrees to reduce the prices to Optoplex correspondingly. No price increases shall be effective unless agreed to in writing by Optoplex.

2. INVOICES AND PAYMENT TERMS.

Seller will submit invoices in duplicate showing the following information: Purchase Order number; item number; description of item; size of item; quantity of item; unit prices; each applicable tax; extended totals; and any other information specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. Payment of invoice will not constitute acceptance of goods and will be subject to adjustment for error, shortages, and defects in the goods or other failure of Seller to meet the requirements of this Purchase Order. Optoplex may at any time set off any amount owed by Optoplex to Seller against any amount owed by Seller or any of its affiliated companies, to Optoplex. Payment of all undisputed charges shall be due forty-five (45) days from the date of receipt of the products ordered hereunder, or completion and acceptance of services order hereunder by Optoplex, or receipt of Seller's invoice, whichever occurs later, unless otherwise stated in the Purchase Order.

3. SHIPPING TERMS.

Unless otherwise specifically provided in the Purchase Order, the products ordered hereunder will be delivered FOB Destination, to Optoplex's designated facility, and the risk of loss or damage in transit shall be upon the Seller. Title shall pass to Optoplex upon acceptance of the ordered products. Shipments will be made by the carrier and method specified in the Purchase Order. Any cost incurred by Optoplex as a result of Seller's failure to comply with Optoplex's routing instructions shall be borne by Seller.

4. WARRANTY.

(a) Seller warrants that all goods delivered (i) will be free from defects in workmanship, material, and manufacture, (ii) will comply with the requirements of the Purchase Order, including any drawings or specifications incorporated herein or samples furnished by Seller, and (iii) where design is Seller's responsibility, will be free from defects in design. Seller further warrants that all goods purchased hereunder will be of merchantable quality and will be fit for the purposes intended by Optoplex. The foregoing warranties constitute conditions to this Purchase Order. They are in addition to all other warranties, whether express or implied, and will survive any delivery, inspection, acceptance or payment by Optoplex. Seller's warranty shall be effective for a period of time as set forth in the Purchase Order, or if no such period is stated, for five (5) years from the date of Optoplex's acceptance. All warranties are to the benefit of Optoplex and its customers.

(b) Optoplex approval of Seller's materials or design will not relieve Seller of any warranties.
(c) If any goods delivered do not meet the warranties specified herein or otherwise applicable, Optoplex may, at its option (i) require Seller to correct any defective or nonconforming goods by repair or replacement at no cost to Optoplex, or (ii) return such defective or nonconforming goods to Seller, at Seller's expense, and recover from Seller the order price thereof, or (iii) correct the defective or nonconforming goods itself and charge Seller with the cost of such correction.

5. INSPECTION AND ACCEPTANCE.

Notwithstanding any prior inspection or payments, all goods will be subject to final inspection and acceptance at Optoplex's site(s) within four (4) weeks after delivery. In case any item is defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Optoplex will have the right to reject it, to require its correction or to accept it with an adjustment in price. Any item that has been rejected or required to be corrected must be replaced or corrected by and at the expense of Seller promptly after notice. If, after being requested by Optoplex, Seller fails to replace or correct any defective item within four (4) weeks after notice, then Optoplex (i) may, by contract or otherwise, replace or correct such item and charge to Seller the cost occasioned thereby, (ii) may, without further notice, cancel this Purchase Order for default in accordance with Paragraph 7 below, or (iii) may require an appropriate reduction in price.

If Seller delivers a quantity of Products greater than that specified in the Purchase Order, Optoplex have the right to reject all or part of the excess quantity or accept all or part of such quantity. Any excess quantity of Product accepted by Optoplex shall be subject to the terms and conditions of this Agreement. Optoplex have the right to reject any goods not specified in the Purchase Order. Rejected Goods shall be returned at the expense of Seller upon rejection and Seller shall bear all risk of loss as to rejected Goods.

6. CHANGE ORDERS.

(a) Optoplex may, by a written order, increase or decrease the ordered quantities, change the due dates or make changes in any one or more of the following:

- (i) applicable drawings, designs or specifications,
- (ii) method of shipment or packing; and/ or
- (iii) place of delivery

(b) If the change causes an increase in the cost or the time required by Seller for performance of the Purchase Order and Seller so notifies Optoplex, then an equitable adjustment, as reasonably determined by Optoplex, will be made in the order price or delivery schedule or both, and the Purchase Order will be modified accordingly in writing. No claim by Seller for such an adjustment will be valid unless asserted within five (5) business days from the date of receipt by Seller of the notification change; provided, however, that such period may be extended upon the written approval of Optoplex.

(c) Nothing in this Paragraph 6 is intended to excuse Seller from proceeding with the Purchase Order as changed or amended.

7. CANCELLATION FOR DEFAULT.

(a) If (i) Seller fails to make any Product delivery or perform any services in accordance with the delivery date(s) specified in the Purchase Order, or if Seller otherwise fails to comply with the Purchase Order and does not remedy such failure within notice thereof, or (ii) Seller breaches any term or condition of this Purchase Order and such breach is not cured within ten (10) days after Seller's receipt of written notice thereof, or (iii) any proceeding is filed by or against Seller in bankruptcy, or for appointment of a receiver or trustee, Seller becomes insolvent or admits its debts as they become insolvent or admits its inability to pay its debts as they become due, then Optoplex may, without any liability, cancel all or any part of this Purchase Order by written notice to Seller.

(b) If this Purchase Order is cancelled for Seller's default, upon such terms and in such manner as Optoplex may deem appropriate, goods or services similar or substantially similar to those cancelled. Seller will then be liable to Optoplex for any excess costs occasioned thereby.

(c) If a Purchase Order is terminated as provided in this section, Optoplex may require the Seller to transfer title and deliver to Optoplex (i) any completed Products, and (ii) such partially completed Products and materials, parts, tool dies, jigs, fixtures, plans, drawings, information and contract rights as Seller has specifically produced or specifically acquired for the performance of such part of the Purchase Order as has been terminated. Seller will, upon direction of Optoplex, protect and preserve that property listed in this paragraph that is in the possession of Seller. Payment for completed items delivered to and accepted by Optoplex under this paragraph will be in an amount (not to exceed the contract price) agreed upon by Seller and Optoplex, however, Seller's obligation to carry out Optoplex's direction as to delivery, protection, and preservation of the property will not be contingent upon prior agreement as to such amount.

(d) Nothing in this Paragraph 7 is intended to excuse Seller from proceeding with any uncancelled portion of the Purchase Order.

(e) The foregoing rights and remedies of Optoplex shall not be exclusive and are in addition to any rights and remedies Optoplex may have as law or in equity.

8. TERMINATION FOR CONVENIENCE.

(a) Optoplex may cancel for its convenience all or any part of the Purchase Order by written notice, including emails, to Seller.

(b) Upon such termination, Seller will, to the extent and at the times specified by Optoplex, stop all work under this Purchase Order, place no further orders for materials to complete the work, assign to Optoplex all Seller's interests under terminated subcontracts and orders, settle all claims hereunder after obtaining Optoplex's approval, protect all property in which Optoplex has or may acquire an interest, and transfer title and make delivery to Optoplex of all articles, materials, work in progress and other things held or acquired by Seller in connection with the terminated portion of this Purchase Order. Seller will proceed promptly to comply with Optoplex's instructions respecting each of the foregoing without awaiting settlement or payment of its termination claim.

(c) If Optoplex cancels all or part of this Purchase Order at least thirty (30) days prior to the scheduled delivery date, then Optoplex shall not be liable for any cancellation fee or other penalty.

(d) If Optoplex cancels all or part of this Purchase Order within thirty (30) days prior to the scheduled delivery date, Optoplex shall be liable for reasonable cancellation charges based on direct damages suffered by Seller thereby with respect to work in process at time of notification. Seller must notify Optoplex in writing of the amount and basis of such damages within ten (10) days after receipt of notice from Optoplex and offer Optoplex reasonable opportunity to verify such calculations. No cancellation charges or other damages will be payable for Purchase Orders canceled hereunder which are past due delivery, unless Optoplex has agreed in writing to accept late delivery, or for work in process which exceeds quantities necessary to effect delivery within normal lead times for such goods. Seller shall take all reasonable steps to mitigate its damages. Notwithstanding the foregoing, Optoplex shall not be liable for damages in excess of the purchase price for the Products cancelled, less amounts paid by Optoplex for such Products. Seller agrees that the foregoing shall be its exclusive remedy for cancellation or termination of this Purchase Order pursuant to this Paragraph 8.

9. RISK OF LOSS OR DAMAGE.

Notwithstanding any prior inspections and irrespective of the Shipping Terms named herein, Seller will bear all risk of loss, damage or destruction to the ordered goods until final acceptance of the goods by Optoplex at Optoplex's designated facilities. Seller will bear the same risk with respect to any goods rejected by Optoplex. Optoplex, however, will be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment.

10. WAIVER.

The failure of Optoplex to enforce at any time any of the provisions of the Purchase Order, to exercise any election or option provided herein, or to require at any time the performance by Seller of any of the provisions herein will not in any way be construed to be a waiver of such provisions.

11. REMEDIES AND LIMITATION OF DAMAGES.

The remedies stated herein are in addition to all other remedies at law or in equity.
IN NO EVENT SHALL OPTOPLEX BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF ANY BREACH, TERMINATION OR CANCELLATION OF THE PURCHASE ORDER.

12. INFRINGEMENT, INDEMNIFICATION AND INSURANCE

(a) Seller agrees to indemnify Optoplex, its agents, customers, successors, and assigns against any loss, damage, and liability (including costs and expense) for actual or alleged infringement of any patent, copyright or trademark arising out of the use or sale of the goods by Optoplex, its agents or customers - provided, however, that Optoplex must notify Seller of any suit, claim or demand involving such infringement and permit Seller to defend against or settle the same. If any injunctions are issued as the result of any such infringement, Seller agrees, at Optoplex's option, to (i) refund to Optoplex the amounts paid to Seller for the goods covered by the injunction, or (ii) furnish Optoplex with acceptable and non-infringing goods.

(b) Seller agrees to indemnify Optoplex against any and all liability and expense resulting from any alleged defect in the goods, whether latent or patent, including allegedly improper construction and design, or from the failure of the goods to comply with specifications.

(c) Seller warrants that there are no liabilities for royalties, mechanics liens or other encumbrances on the goods supplied and agrees to indemnify Optoplex against any such liabilities.

(d) Seller agrees to maintain, at its expense, product liability insurance that fully protects Optoplex and its officers, employees and agents from any claims relating to Products with limits of at least \$1,000,000 combined single limit for personal injury and property damage for each occurrence. Such policy or policies shall name Optoplex as an additional insured and shall contain a provision waiving the insurer's right of subrogation against Optoplex and its employees, agents, officers and directors.

(e) The above indemnifications are in addition to all other rights of indemnification of Optoplex against Seller.

13. NONDISCLOSURE OF CONFIDENTIAL MATTER.

Seller will not quote for sale to others, without Optoplex's written authorization any goods purchased under Optoplex's specifications or drawings. All specifications, drawings, samples, and other data furnished by Optoplex will be treated by Seller as confidential information, will remain Optoplex's property, and will be returned to Optoplex upon request.

14. ASSIGNMENT.

No right or obligation under this Purchase Order (including the right to receive monies due) may be assigned by Seller without the prior written consent of Optoplex, and any purported assignment without such consent will be void. Optoplex may assign, in whole or in part, its rights under the Purchase Order in connection with any business combination, a transfer of all or substantially all of its assets or a transfer to one or more of its affiliates.

15. DELAY.

Time is of the essence in this Agreement. Seller shall not make deliveries in advance of Optoplex's delivery schedule or in anticipation thereof. Seller agrees to notify Optoplex immediately of any matters or events, which may delay delivery of goods or performance hereunder. Upon receipt of such notice from Seller, Optoplex may cancel the Purchase Order, subject to the terms and conditions contained in Paragraph 7. Optoplex may charge the Seller for any loss incurred upon such cancellation, unless Seller's failure or delay was due to unforeseeable causes beyond its control, and without the fault or negligence of Seller.

16. PATENT LICENSE.

Seller, as part consideration for the Purchase Order and without further cost to Optoplex, hereby grants to Optoplex (and, to the extent requested by Optoplex, to the government) an irrevocable, nonexclusive, royalty free license to use, sell, manufacture, and cause to be manufactured, products embodying any inventions and discoveries made, conceived or actually reduced to practice in connection with the performance of this Purchase Order and delivery of products hereunder.

17. APPLICABLE LAW.

This Purchase Order will be governed by the laws of the State of California without regard to its conflicts of law's provisions.