



CUSTOMER ORDER TERMS & CONDITIONS

(Rev. A 3/28/11)

1. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN CUSTOMER'S ORDER, ACCEPTANCE OF CUSTOMER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON ANY ATTACHMENT(S) HERETO, WHICH SHALL CONSTITUTE THE COMPLETE AGREEMENT BETWEEN THE PARTIES. These terms and conditions may not be varied or Customer's order terminated in any manner, unless by a written agreement with legal consideration subsequently signed by an authorized representative of Altus-PCB (also referred to herein as "COMPANY"). Other representatives of the COMPANY are not authorized to vary the conditions herein set forth. Failure to specifically dissent to these terms and conditions within a reasonable time or Customer's acceptance of any goods covered by this acknowledgement shall constitute acceptance of these terms and conditions, which shall be controlling in every case.
2. Unless stated to the contrary on the face hereof all product provided hereunder ("Product (s)") will be shipped Ex-Works (EX-W), and title in, risk of loss, and the right of possession to such Product shall pass to the Customer upon the COMPANY'S delivery to carrier at COMPANY'S shipping facility. Charges for shipping may not reflect net transportation costs paid by the COMPANY.
3. Prices are valid as stated on quotation or proposal, but in no event for longer than thirty (30) days. All quick turn pricing and deliveries are based upon available capacity and material availability.
4. Unless otherwise agreed by the parties, all shipping dates are tentative. The COMPANY will not be responsible for delays or non-performance directly or indirectly caused by government regulations or requirements, acts of God, unavailability of energy and/or materials or supplies, work stoppages, slow downs, boycotts, and other causes (whether or not similar in nature to any of these hereinbefore specified) beyond the COMPANY'S reasonable control.
5. Unless otherwise stated on the face hereof, COMPANY may ship all Product furnished hereunder at one time, or in separate parts or lots from time to time within the shipping period herein provided. Failure of Customer to submit a claim that COMPANY shipped non-compliant Product or did not ship the total quantity of Product within ten (10) day of shipment shall constitute acceptance by Customer that such Product was complaint and was shipped in the appropriate quantities.
6. THERE IS NO WARRANTY BY THE COMPANY THAT PRODUCT SHALL BE DELIVERED FREE FROM ANY CLAIM OF ANY THIRD PERSON BY WAY OF PATENT OR TRADEMARK INFRINGEMENT.
7. The COMPANY warrants that the product delivered hereunder shall be free from defects in material, workmanship and fabrication when Products are shipped from the facilities(s) of COMPANY. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED (INCLUDING BUT NOT LIMITED TO WARRENTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE), STATUTORY, OTHER THAN THE FOREGOING EXPRESS WARRANTY. Failure of Customer to submit any claim hereunder within ten (10) days following shipment of Product by COMPANY shall constitute acceptance by Customer that such articles are in every respect as warranted and shall release the COMPANY from any and all claims by Customer. In the event Customer timely submits a claim for breach of WARRANTY, the parties agree that Customer's sole and exclusive remedies shall be the repair or replacement of the defective Product at the sole discretion of COMPANY.
8. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. In no event shall the company's liability to customer exceed the value of the Product giving rise to the liability.
9. The COMPANY shall have the right to suspend or cancel this agreement at any time upon Customer making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon a petition being filed in a court of competent jurisdiction proposing the appointment of a receiver or that the Customer be adjudicated bankrupt or insolvent or reorganized under the provisions of any applicable bankruptcy or insolvency act.
10. Orders accepted by the COMPANY cannot be cancelled, countermanded, deferred or returned except with consent of the COMPANY and upon terms that will indemnify it against all loss, including the profit on any part of the order that is cancelled, countermanded, deferred or returned without consent. When return of Product is authorized by the COMPANY, shipping charges on said return Product are to be prepaid unless otherwise noted by the COMPANY in its authorization to return. COMPANY reserves the right to reject partial cancellations.
11. Unless specifically noted hereon, qualification tests and any test data are not included in the selling price. Qualification tests may be preformed by the COMPANY and test data supplied at the specific request and expense of the Customer.
12. Products are NOT CERTIFIED for lead free assembly, unless specifically stated in writing on the quotation and delivered with an appropriate Certificate of Conformance that indicates capability for lead free assembly.
13. Product may not be returned to COMPANY without the express written permission of COMPANY in the form of a Return Material Authorization ("RMA") issued by the COMPANY facility from which Product was originally shipped to Customer.

14. In addition to the rights and remedies reserved herein, the COMPANY shall have all rights, and remedies conferred by law and shall not be required to proceed with performance of the contract arising here from if Customer is in default to the COMPANY under this or any other contract. This Agreement shall be construed in accordance of the State of New Jersey, U.S.A.
15. All Product provided hereunder is custom Product and is Non-Cancelable Non-Returnable (NCNR).
16. Payments are required for all invoiced amounts submitted by COMPANY. The existence of a claim or dispute between Customer and COMPANY shall not relieve the obligation of customer to remit full payment as invoiced.
17. Product may not be rescheduled without the written consent of the COMPANY. Customer will be subject to cancellation charges for orders cancelled within lead-time.
18. Payment terms are net 30 days.