

## **Lantek Corporation and/or Atlantis Electronics Terms and Conditions**

All sales by Lantek Corporation and/or Atlantis Electronics ("Seller") to the Buyer are subject to the following terms and conditions, in addition to those on the face of this document. These terms and conditions apply to every sale by Seller; and to all quotations on all orders; and to the acceptance of all orders.

1. Seller warrants to Buyer that for a period of 30 calendar days following delivery, to Buyer, of the products referenced on the face of this document ("Products"), the Products will be free from material defects in their workmanship and materials, and will function in substantial compliance with the manufacturer's written specifications. In the event there is a material defect or defects, Buyer's exclusive remedy will be limited to one of the following, to be selected by Seller: (i) repair or replacement of the defective Product(s); (ii) full or partial refund of the purchase price; or (iii) crediting of the same against future purchases by the Buyer. THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY THE SELLER WITH RESPECT TO THE PRODUCTS. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
2. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY LOST PROFITS AND/OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.
3. All Products shall be deemed and presumed to be acceptable to Buyer, and in full compliance with the warranties made herein, unless, within 30 calendar days from the date of delivery to Buyer, Buyer notifies Seller to the contrary, in a writing that is actually delivered to Seller. All claims and returns must be submitted to Seller's facility using this invoice ("Invoice" or "Agreement"). All returns must be authorized, in advance, by Seller, or on Seller's standard return authorization form. To be eligible for authorization to make a return, Buyer must first give Seller an engineering failure analysis report that identifies the defect(s) and the part(s) affected. Such report must be provided by either: (i) a certified engineer; or (ii) a certified testing laboratory.
4. All Products shall be shipped from Seller's facility FOB Shipping Point, and shall become the property of Buyer upon delivery to the carrier, with the exception of any claims or liens Seller may have for non-payment or breach of other of contractual terms. Buyer shall assume all risk and liability for loss, damage, or destruction after delivery to carrier. Buyer is solely responsible for paying shipping, unloading, and insurance costs. Additionally, Buyer is solely responsible for the payment of any and all taxes, VAT taxes, customs, duties, fees, penalties, or other costs relating to the Products and/or their transportation. Buyer is responsible for providing accurate information to Seller of the address for delivery of the Products.
5. Seller will use its best efforts to supply Products upon the dates agreed in writing between Seller and Buyer, but in the event of Seller being, for any reason, unable to meet such dates: (i) such failure will not constitute a material breach of the agreement between Buyer and Seller; and (ii) no claim, of any kind, shall arise against Seller by Buyer.
6. Title to the Products shall pass to the Buyer upon delivery to the carrier. Buyer agrees, however, that Seller shall retain a purchase money security interest in all Products and to any proceeds thereof, until the full purchase price and any other changes due to Seller, are completely paid. Buyer agrees to execute any financing statement(s) or other document(s) as Seller may request in order to perfect Seller's security interest. Upon any default by Buyer, Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code, with Seller's rights and remedies thereunder being cumulative and not exclusive.
7. Seller shall not be liable for any failure or delay in the performance of this Agreement, or in the delivery or shipment of Products, or for any damages suffered by Buyer, by reason of such failure or delay, when such failure or delay is, directly or indirectly, caused by fires; floods; earthquakes; accidents; riots; acts of God; war; terrorism; governmental interference; embargoes; strikes; labor difficulties; shortage of labor, fuel, power, material or supplies; transportation delays; delays in deliveries by Seller's vendors; or any other cause or causes (whether or not similar in nature to any of those herein specified), that are beyond Seller's control.
8. Buyer agrees to indemnify, defend, and hold harmless, Seller, and its affiliates, owners, directors, officers, employees, agents, servants, insurers, and re-insurers, from any and all claims, actions, suits, liabilities, costs, any expenses (including attorneys' fees), brought against Seller or Buyer or both, for bodily injury, damage to business or property, or for any other claim, relating to: (i) this Agreement; (ii) the Products; or (iii) Seller's performance under this Agreement.
9. Seller makes no representation concerning patents, copyrights, trademarks, trade names, or service marks ("Intellectual Property Rights") on, in, of, or relating to any Products. Seller's obligation for infringement of any Intellectual Property Rights is solely limited to any indemnification which Seller's vendor or supplier of the Products actually provides to Seller.
10. Buyer shall be responsible for all reasonable costs and expenses (including but not limited to attorneys' fees) incurred by Seller, in collection of any sums owing by Buyer, or in Seller's enforcement of any provision of this Agreement. Additionally, if Seller fails to pay for the Products, within 30 calendar days of the issuance of this Invoice, then Seller shall not be obligated to make any further deliveries to Buyer on this or any other outstanding Invoice(s) or orders.
11. Seller may, at its sole discretion, refuse to supply any Products to any Buyer, and in such event, shall notify Buyer of its decision not to supply. Buyer shall have no claim against Seller for any loss arising directly or indirectly as a result of Seller's refusal to supply.
12. There will be no discounts on invoices unless specifically agreed to in a writing that is signed by both Seller and Buyer. Any such discount(s) will be forfeited if Buyer does not pay, in full, on the date for payment set forth in the Invoice.
13. No order, once placed, may be cancelled by Buyer. Buyer must accept delivery of the Products, from Seller, when and as Seller requires. If Buyer refuses to accept a delivery or supply for 30 or more calendar days, Buyer will be obligated to: (i) pay an enhanced price, in excess of the invoice price, that reflects the full value of the Products at the time of refusal; and (ii) pay a storage fee of not less than \$25 per day, as well as any additional shipping costs. Nonetheless, Seller may, at its sole discretion – and strictly as a courtesy – accept cancellation for an order within 10 calendar days of its being placed, in which event, Seller may refund any deposit paid by Buyer, minus a restocking fee.
14. This Agreement and these Terms and Conditions constitute the entire agreement between Seller and Buyer. If the terms and conditions of this Agreement differ in any way from the terms and conditions of Buyer's purchase order or any other document submitted by Buyer, this Agreement will be construed as a "counteroffer" and will not be deemed an acceptance of Buyer's terms and conditions which conflict herewith. Buyer's acceptance of the Products unconditionally reflects that Buyer has accepted all of the terms and conditions of this Agreement. No addition to or modification of any of these terms will be effective unless made, after the issuance of the Invoice, in writing and signed by Seller and Buyer.
15. Enforcement of this Agreement shall be governed by the laws of the state of New Jersey. Any court action or proceeding of any nature whatsoever, in law or equity, for damages otherwise, related thereto shall be instituted only in the courts of the County of Morris in the State of New Jersey, or the United States District Court for the District of New Jersey, and only such courts shall have jurisdiction of any such action or proceeding. By acceptance of the Products, Buyer irrevocably consents to the personal jurisdiction of such courts in connection with any action or proceeding.