

TERMS AND CONDITIONS OF SALES

(CMR Circuits Ltd., Summit Technologies Inc. and Summit Technologies (Ottawa) Inc., together)

- 1. QUOTATIONS:** Quotations made and prices quoted by CMR-Summit Technologies are valid for 60 days from the quotation date, unless otherwise specified in writing within the quotation.
- 2. PURCHASE ORDER AND ACCEPTANCE:** Issuance of a purchase order and/or acceptance of items by Purchaser irrevocably manifests purchaser's assent to the terms and conditions set forth herein and CMRSummit Technologies agrees to furnish products and services only upon these terms and conditions.
- 3. SHIPMENT AND/OR DELAYS:** Delivery of items to a carrier at CMRSummit Technologies plant or other loading point shall constitute delivery to Purchaser; and title shall thereupon pass to Purchaser, and all risk of loss or damage to goods thereafter shall be borne by Purchaser. Unless otherwise agreed between CMRSummit Technologies and Purchaser, shipment of items to Purchaser's desired location shall be either freight collect or freight prepaid with charges invoiced to Purchaser. CMRSummit Technologies reserves the right to make partial deliveries, and all such deliveries may be separately invoiced and shall be paid for when due. Delay in delivery shall not relieve Purchaser of its obligations to accept later deliveries. In no event shall CMRSummit Technologies be liable for any delay in delivery due to unforeseen circumstances or causes beyond its control.
- 4. CANCELLATION:** No order may be cancelled by Purchaser, nor may shipments be deferred, unless agreed to in writing and signed by an officer of CMRSummit Technologies setting forth and conditioned upon the payment to CMRSummit Technologies of amounts as specified therein sufficient to compensate CMRSummit Technologies for any loss incurred due to such cancellation.
- 5. PAYMENT:** Payments shall be due 30 days after shipment, or in accordance with the terms mutually agreed upon with the customer, or as stated on CMRSummit Technologies' invoices if otherwise. Any amounts not paid when due shall be subject to a late payment charge at the rate of 1% per month, but not higher than permitted by law.
- 6. INTELLECTUAL PROPERTY INDEMNITY:** (Refer to existing NDA). If NDA NOT IN PLACE: While CMRSummit Technologies takes reasonable efforts to maintain Purchaser's trade secrets, manufacturing methods, and design CMRSummit Technologies accepts no liability for, and Purchaser shall defend, indemnify and hold CMRSummit Technologies harmless against any expense or loss resulting from infringement of patents, copyrights, trademarks or other intellectual property rights of others arising from CMRSummit Technologies' compliance with Purchaser's specifications, instructions or requirements that a product be produced.
- 7. ACCEPTANCE OF ITEMS:** If Purchaser has any claim or complaint concerning any item including, without limitation, shortages, defects, quality problems, or delivery errors, it shall notify CMRSummit Technologies within 30 days after receipt. If no notice is received from Purchaser within 30 days of receipt, the items shall be deemed accepted on the date of delivery and Purchaser shall be deemed to have waived all claims and complaints, except as permitted by CMRSummit Technologies' express warranty.
- 8. INCOMPLETE INFORMATION:** Purchaser is expected to provide CMRSummit Technologies with accurate and timely information upon which to produce to Purchaser's requirements. Should CMRSummit Technologies discover errors, omissions, changes, additional materials requirements, and/or incomplete specifications on documentation provided by the Purchaser, CMRSummit Technologies shall notify the customer and request appropriate information or authorizations to continue based on a changed scope of work that may increase total costs and/or result in delivery delays to the customer.
- 9. WARRANTY, REPAIRS AND RETURNS:** CMRSummit Technologies warrants its bare boards against defects and workmanship for a period of 30 days from the date of shipment. CMRSummit Technologies will evaluate the validity of non-conforming product, issue an RMA number to the defective product for evaluation and subject to confirmation will replace, rework or issue a credit as deemed appropriate. Repairs will be documented and performed as agreed upon between CMRSummit Technologies and Purchaser. The Purchaser must obtain written consent from CMRSummit Technologies prior to performing any rework or repair at Purchaser's site. Solderability issues on printed circuit boards kept beyond their expected shelf life can be retested and in certain cases replated as necessary to meet solderability requirements as agreed upon between CMRSummit Technologies and purchaser. Additional charges to be mutually agreed upon and applied when necessary.
- 10. LIMITATION OF LIABILITY:** In no event shall CMRSummit Technologies be liable for any special, indirect, incidental, consequential or contingent damages, nor shall its liability exceed the purchase price of the item or service which gave rise to the claim, whether based on contract or claim.
- 11. INDEMNIFICATION:** Purchaser agrees to defend, indemnify and hold CMRSummit Technologies harmless from and against all claims of any kind, whether based on contract, tort or otherwise, for any losses, expenses, damages and liabilities (special, indirect, incidental, consequential or contingent) which may arise out of the use of items by Purchaser or others, or otherwise be based upon events occurring subsequent to shipment by CMRSummit Technologies, except those caused solely by defects in materials or workmanship or by the sole negligence of CMRSummit Technologies, which shall be governed by the provisions limiting liability set forth in Paragraph 9 or otherwise herein.