

1. **AGREEMENT TO PROVIDE GOODS.** Seller agrees to provide Husky International Electronics, Inc. ("Husky"), with the goods, deliverables, or product (collectively referred to as "Product"), described in this purchase order in accordance with these Terms and Conditions ("Agreement"). Upon acceptance of this purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, unless Seller objects to such terms in writing prior to shipping Product. This writing does not constitute a firm offer within the meaning of the Uniform Commercial Code, and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by an authorized Husky representative. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Purchase Order constitutes a response and acceptance of a prior offer from Seller, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Product shall constitute such assent. Husky hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Product or prior to commencement of any Services. Husky shall not be subject to any charges or other fees as a result of such cancellation.

2. **DELIVERY.** Time is of the essence. Delivery of Product shall be made pursuant to the schedule, via any specified carrier and to the place specified on the face of the applicable purchase order. Husky reserves the right to return, shipping charges collect, all Product received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Product within the time specified, Husky may, at its option, decline to accept the Product and terminate the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Husky's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. **IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF PRODUCT.** All products must contain original part number markings and codes and be specifically identified in the usual and customary manner for the industry. Seller assumes all risk of loss until receipt by Husky, and title shall not pass to Husky until receipt by it of the Product at the designated destination. If the Product ordered are destroyed prior to title passing to Husky, then Husky shall be entitled to cancel the Agreement or require delivery of substitute Product at Husky's sole option. Such substitute delivery will be made as soon as commercially practicable. In the event a loss is only partial, Husky shall have the right to require delivery of the Product not destroyed.

4. **PAYMENT.** Husky shall pay Seller either (a) the amount agreed upon and specified in the applicable purchase order, or (b) Seller's quoted price on date of shipment, whichever is lower. Taxes and other charges such as shipping costs, duties, customs, tariffs, or other surcharges or impositions by governmental entities shall be stated separately on Seller's invoice. Payment shall not constitute acceptance. Husky reserves the right to return all erroneous or incorrect invoices. Unless otherwise specified on the face of a purchase order, Husky shall pay the invoiced amount within sixty (60) days after receipt of a correct invoice. For "C.O.D." type shipments, payment will be issued by Husky only in the amount set forth as the "TOTAL" on this Purchase Order, and Seller shall notify Husky if Seller contends a different total should be applicable. Husky reserves the right to return to Seller, at Seller's expense, any C.O.D. deliveries accompanied by an invoice in any amount other than specified on this Purchase Order.

5. **WARRANTIES.** Seller warrants that all Product provided will be new and will not be used, refurbished, or previously installed. Seller warrants that all Product delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of fifteen (15) months from the date of delivery to Husky or for the period provided in Seller's standard warranty covering the Product, whichever is longer. Additionally, Product purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Uniform Commercial Code as adopted, enforced and construed in the State of Colorado. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. All warranties and Service guaranties shall run both to Husky and to its customers. If warranty issues arise, Husky shall be entitled to return the Product and cancel or otherwise stop its payment. Within five (5) business days of receipt of the returned Product, Seller shall, at Husky's option, either repair or replace such Product, or credit Husky's account for the same. Replacement and repaired Product shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. **INSPECTION.** Husky shall have a reasonable time after receipt of Product or Service deliverables to inspect them for conformity hereto, and Product received prior to inspection shall not be deemed accepted until Husky and/or Husky's customer has run an adequate test to determine whether the Product conform to the specifications hereof. The utilization and removal from packaging of a portion of the Product for the purpose of testing shall not constitute an acceptance thereof. If Product tendered does not wholly conform with the

provisions hereof, Husky shall have the right to reject such Product and return it to Seller freight collect with risk of loss passing to Seller upon Husky's delivery to the common carrier.

7. **INDEMNITY.** Seller shall indemnify and hold harmless Husky against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Product provided under this Agreement, including, without limitation, (a) any claim based on the death or bodily injury, damage to property, environmental damage, or similar, (b) any claim based on the negligence, omissions or willful misconduct of Seller; and (c) any claim by a third party against Husky or any of Husky's customers based on alleged infringement by the Product of any intellectual property right of any third party.

8. **TERMINATION.** Husky may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, or if Seller files a petition in bankruptcy, becomes insolvent, makes a general assignment for the benefit of creditors, or dissolves. In such event, Husky shall pay Seller only for those conforming Product delivered to Husky through the date of termination, less appropriate offsets, including any additional costs to be incurred by Husky to cover any Product remaining unfilled from Husky's order with Seller. Husky may also terminate this Agreement upon thirty (30) days' notice to Seller for any or no reason. Husky will be responsible only for conforming Product delivered through the date of termination, less appropriate offsets. Seller may terminate this Agreement only if Seller's invoices are not paid within sixty (60) days after written notice that payment is past due.

9. **REMEDIES.** If Seller breaches this Agreement, Husky shall have all remedies available by law and at equity. Seller's sole remedy in the event of breach of this Agreement by Husky shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. Seller shall have no right to resell Product for Husky's account and any resale so made shall be deemed for the account of Seller.

10. **FORCE MAJEURE.** Husky shall not be liable for any failure to perform caused by acts of God, fire, flood, acts of war, government action, terrorism, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL HUSKY BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT HUSKY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY OTHER REMEDY AVAILABLE HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, excluding any law or principle which would apply the law of any other jurisdiction. The United Nations Convention for the International Sale of Product shall not apply. Seller and Husky, and each of them, hereby irrevocably consent to exclusive jurisdiction and venue for any action, suit or proceeding related to or arising from this Agreement, or the performance or non-performance by the Parties under this Agreement, in the courts of the County of Larimer, State of Colorado, or in the Federal District Court for the District of Colorado.

13. **ENTIRE AGREEMENT.** This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by Husky, signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller.

14. **ATTORNEYS FEES.** If Husky engages legal counsel to enforce Husky's rights under this Agreement, Seller shall be required to pay Husky's reasonable attorneys fees and costs incurred in connection with such efforts, whether or not litigation is commenced.

15. **GENERAL:** Terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreement or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent only of such prohibition or unenforceability without invalidating such provision in any other jurisdiction and without invalidating any other portion of this Agreement. Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Husky. Any assignment or transfer without such written consent shall be null and void. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.