

PURCHASE ORDER TERMS AND CONDITIONS

The following sets forth the terms and conditions of purchase of products and/or services of Semi-General, Inc. ("SEMIGEN") as of the date set forth above. Supplier acknowledges that these terms and conditions are subject to change, and such changes shall be effective and binding by Supplier upon written notice thereof from SEMIGEN.

ACCEPTANCE/ENTIRE AGREEMENT - Acceptance of this offer to purchase by acknowledgment, shipment or other performance shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions of this Agreement. All previous offers by Supplier are hereby rejected. Acceptance of materials, Work or services, payment or any inaction by SemiGen shall not constitute SemiGen's consent to or acceptance of any such terms. Upon acceptance, the terms contained in this Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and the order(s) and shall not be modified or rescinded, except by a writing signed by Supplier and SemiGen. All provisions on Supplier's forms shall be deemed deleted. Estimates or forecasts furnished by SemiGen shall not constitute commitments. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the parties with respect to the subject matter of this Agreement.

ASSIGNMENT - Supplier shall not assign any right or interest under this Agreement (excepting solely for moneys due or to become due) without the prior written consent of SemiGen. Supplier shall be responsible to SemiGen for all Work performed by Supplier's subcontractor(s) at any tier.

CHOICE OF LAW - This Agreement and all transactions under it shall be governed by the laws of the State of New Hampshire excluding its choice of laws rules and excluding the Convention for the International Sale of Goods. Supplier agrees to submit to the jurisdiction of any court wherein an action is commenced against SemiGen based on a claim for which Supplier has agreed to indemnify SemiGen under this Agreement.

COUNTERFEIT PREVENTION – Supplier shall plan, and have process controls established to prevent the delivery of counterfeit product to SemiGen. Processes shall provide sufficient control to ensure product provided by SemiGen for processing is not co-mingled or substituted by any other product. If SemiGen is purchasing product from Supplier, Supplier shall have controls to ensure product delivered to SemiGen has documented traceability back to the original component manufacturer, or prior approval by SemiGen prior to delivery.

FORCE MAJEURE - Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its subcontractors. Supplier's liability for loss or damage to SemiGen's material in Supplier's possession or control shall not be modified by this clause. When a party's delay or non-performance continues for a period of at least fifteen (15) days, the other party may terminate, at no charge, this Agreement or an order under the Agreement.

HEAVY METALS AND/OR CFC IN PACKAGING - Supplier warrants to SemiGen that no lead, cadmium, mercury or hexavalent chromium have been intentionally added to any packaging or packaging component (as defined under applicable laws) to be provided to SemiGen under this Agreement and that packaging materials were not manufactured using and do not contain chlorofluorocarbons. Supplier further warrants to SemiGen that the sum of the concentration levels of lead, cadmium, mercury and hexavalent chromium in the package or packaging component provided to SemiGen under this Agreement does not exceed 100 parts per million. Upon request, Supplier shall provide to SemiGen Certificates of Compliance certifying that the packaging and/or packaging components provided under this Agreement are in compliance with the requirements set forth above in this clause.

IDENTIFICATION - Supplier shall not, without SemiGen's prior written consent, engage in publicity related to this Agreement, or make public use of any Identification in any circumstances related to this Agreement. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of SemiGen, Inc. or their affiliates. Supplier shall remove or obliterate any Identification prior to any use or deposition of any material rejected or not purchased by SemiGen.

PURCHASE ORDER TERMS AND CONDITIONS

INDEMNITY - At SemiGen's request, Supplier agrees to indemnify, defend and hold harmless SemiGen, its affiliates, customers employees, successors and assigns (all referred to as "SemiGen") from and against any losses, damages, claims fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or caused or alleged to have been caused or alleged to have been caused by the Work or services performed by, or material provided by Supplier or persons furnished by Supplier; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier; or (3) any failure of Supplier to perform its obligations under this Agreement.

INFRINGEMENT - Supplier shall indemnify and save harmless SemiGen, its affiliated and their customers, officers, directors, and employees (all referred to in this clause as "SemiGen") from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (2) related by circumstances to the existence of this Agreement or performance under or in contemplation of it (an Infringement Claim). If the Infringement Claim arises solely from Supplier's adherence to SemiGen's written instructions regarding services or tangible or intangible goods provided by Supplier (Items) and if the Items are not (1) commercial items available on the open market or the same as such items, or (2) items of Supplier's designated origin, design or selection, SemiGen shall indemnify Supplier. SemiGen or Supplier (at SemiGen's request shall defend or settle, at its own expense any demand, action or suit on any infringement Claim for which it is indemnitor under the preceding provisions and each shall timely notify the other of any assertion against it of any Infringement Claim and shall cooperate in good faith with the other to facilitate the defense of any such Claim.

INSURANCE - Supplier shall maintain and cause Supplier's subcontractors to maintain during the term of this Agreement: (1) Workers' Compensation insurance as prescribed by the law of the state or nation in which the Work is performed; (2) employer's liability insurance with limits of at least \$500,000 for each occurrence; (3) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (4) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; and (5) if the furnishing to SemiGen (by sale or otherwise) of material or construction services is involved, CGL insurance endorsed to include products liability and completed operations coverage in the amount of \$5,000,000 per occurrence. All CGL and automobile liability insurance shall designate SemiGen, Inc., its affiliated, and its directors, officers and employees (all referred to as "SemiGen") as additional insured. All Such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to SemiGen shall apply on an excess basis. Supplier agrees that Supplier, Supplier's insurer(s) and anyone claiming by, though, under or in Supplier's behalf shall have no claim, right of action or right of subrogation against SemiGen and its customers based on any loss or liability insured against under the foregoing insurance. Supplier and Supplier's subcontractors shall furnish prior to the start of Work Certificates or adequate proof of the foregoing insurance, including if specifically requested by SemiGen, endorsements and policies. SemiGen shall be notified in writing at least thirty (30) days prior to cancellation of or any change in the policy.

INVOICING FOR GOODS - Supplier shall: (1) render original invoice, or as otherwise specified in this Agreement, showing Agreement and order number, through routing and weight; (2) render separate invoices for each shipment within twenty-four (24) hours after shipment; and (3) mail invoices with copies of bills of lading and shipping notices to the address shown on this Agreement or order. If prepayment of transportation charges is authorized, Supplier shall include the transportation charges from the FOB point to the destination as a separate item on the invoice stating the name of the carrier used.

MEDIATION - If a dispute relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. All defenses based on passage of time shall be suspended pending the termination of the mediation. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation.

NONCONFORMITY NOTIFICATION – Supplier shall notify SemiGen of any nonconforming product or service identified, either in process or post-delivery, in a timely manner. SemiGen retains authority for disposition of the material associated with the nonconformity.

PURCHASE ORDER TERMS AND CONDITIONS

PAYMENT TERMS - Invoices shall be paid in accordance with the terms in this Agreement, and due dates for payment shall be computed from the date of receipt of invoices by SemiGen.

QUALITY/ON TIME DELIVERY REQUIREMENTS – Supplier is required to maintain a viable quality system that is certified or compliant to the quality requirements of ISO-9001. A current certification to AS9100, ISO-9001 is acceptable. If supplier does not maintain one of these certifications, SemiGen may provide approval for processing by performing an on-site audit of the quality system and controls and the applicable processes. Any equipment used in processing product shall be qualified by the supplier and maintained under current calibration control. The supplier is responsible to validating the competence of the personnel performing the process and that all personnel qualification is current. Supplier shall ensure that their personnel are aware of their individual contributions to product quality and safety. Supplier shall ensure that employees understand the ethical expectations with regards to providing a quality material or service. Supplier is expected to meet or exceed quality and delivery performance requirements as agreed upon based on the specific type of service or product.

RIGHT OF ENTRY - Each party shall have the right to enter the premises of the other party during normal business hours with respect to the performance of this Agreement including an inspection or a Quality Review, subject to all plant rules and regulations, clearances, security regulations and procedures as applicable. The supplier shall also extend the same right of entry conditions to SemiGen's customers and regulatory authorities when accompanied by a SemiGen representative. Each party shall provide safe and proper facilities for such purpose.

RECORD RETENTION – Supplier shall maintain a documented record retention procedure that supports the retention of all quality records associated with any processing performed for SemiGen. The procedure shall also define the process for approval and method of destruction of such records. This shall include any test records and supporting documentation such as equipment calibration records. SemiGen, Inc. requires that all documents related to Medical Devices be retained for the life of the device. All other documents must be retained for 10 years, unless otherwise stated. SemiGen, Inc. requires that suppliers who cannot meet this requirement must request exceptions to requirements in writing.

SHIPPING - Supplier shall: (1) ship the material covered by this Agreement or order complete unless instructed otherwise; (2) ship to the destination designated in the Agreement or order; (3) ship according to routing instructions given by SemiGen; (4) place the Agreement and order number on all subordinate documents; (5) enclose a packing memorandum with each shipment and, when more than one package is shipped, identify the package containing the memorandum; and (6) mark the Agreement and order number on all packages and shipping papers. Adequate protective packing shall be furnished at no additional charge. Shipping and routing instructions may be furnished or altered by SemiGen without approval in writing. If Supplier does not comply with the terms of the FOB clause of this Agreement or order or with SemiGen's shipping or routing instructions, Supplier authorizes SemiGen to deduct from any invoice of Supplier (or to charge back to Supplier), any increased costs incurred by SemiGen as a result of Supplier's noncompliance.

SOFTWARE LICENSE GRANT - Except as stated otherwise in this order, SemiGen shall have a worldwide, non-exclusive, royalty-free, perpetual, transferable license to use, reproduce and sublicense all software furnished to SemiGen by Supplier under this Agreement. SemiGen will not reverse compile or disassemble the software, nor will SemiGen reproduce the software for the purpose of furnishing it to others.

SUPPLIER'S INFORMATION - Supplier shall not provide under, or have provided in contemplation of, this Agreement any idea, data, program, technical, business or other intangible information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article, unless Supplier has the right to do so, and Supplier shall not view any of the foregoing as confidential or proprietary.

SURVIVAL OF OBLIGATIONS - The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

PURCHASE ORDER TERMS AND CONDITIONS

TITLE AND RISK OF LOSS - Title and risk of loss and damage to material purchased by SemiGen under this Agreement shall vest in SemiGen when the material has been delivered at the FOB point. If this Agreement or an order issued pursuant to this Agreement calls for additional services to be performed after delivery, Supplier shall retain title and risk of loss and damage to the material until the additional services have been performed. If Supplier is authorized to invoice SemiGen for material upon shipment or prior to the performance of additional services, title to material shall vest in SemiGen upon payment of the invoice, but risk of loss and damage shall pass to SemiGen when the additional services have been performed.

USE OF INFORMATION - Supplier shall view as SemiGen's property any idea, data, program, technical, business or other intangible information, however conveyed, and any document, print, tape, disc, tool, or other tangible information-conveying or performance-aiding article owned or controlled by SemiGen, and provided to, or acquired by, Supplier under or in contemplation of this agreement (Information). Supplier shall, at no charge to SemiGen, and as SemiGen directs, destroy or surrender to SemiGen promptly at its request any such article or any copy of such Information. Supplier shall keep Information confidential and use it only in performing under this Agreement and obligate its employees, subcontractors and others working for it to do so, provided that the foregoing shall not apply to information previously known to Supplier free of obligation or made public through no fault imputable to Supplier.

WARRANTY - Supplier warrants to SemiGen and its customers that material furnished will be new, merchantable, free from defects in design, material and workmanship and will conform to and perform in accordance with the specifications, drawings and samples. These warranties extend to the future performance of the material and shall continue for the longer of (a) the warranty period applicable to SemiGen's sales to its customers of the material or of products which incorporate the material, (b) one year after the material is accepted by SemiGen or (c) such greater period as may be specified elsewhere in this Agreement. Supplier also warrants to SemiGen and its customers that services will be performed in a first class, workmanlike manner. If material furnished contains manufacturers' warranties, Supplier hereby assigns such warranties to SemiGen and its customers. All warranties shall survive inspection, acceptance and payment. Material or services not meeting the warranties will be, at SemiGen's option, returned for or subject to refund, repaired, replaced or re-performed by Supplier at no cost to SemiGen or its customers and with transportation costs and risk of loss and damage in transit borne by Supplier. Repaired and replacement material shall be warranted as set forth above in this clause.

The following clauses also apply when services are ordered:

CALIBRATION SERVICES - Seller will provide calibration services in compliance with the requirements of ANSI Z540 latest revision and the measurement standards are traceable to the National Institute of Standards and Technology (NIST).

CHANGES - SemiGen may at any time during the progress of the Work require additions, deductions or deviations (all hereinafter referred to as a "Change") from the Work. No Change shall be considered as an addition, alteration or deduction from the Work nor shall Supplier be entitled to any compensation for work done pursuant to or in contemplation of a Change, unless made pursuant to a written Change Order issued by SemiGen. The Supplier is required to notify SemiGen in advance of any process or product changes related to the product or service being purchased by SemiGen.

INVOICING FOR SERVICES - Supplier's invoices shall be rendered upon completion of the Work and shall be payable when the Work has been performed to the satisfaction of SemiGen. The Work shall be delivered free from all claims, liens, and charges whatsoever. SemiGen reserves the right to require, before making payment, proof that all parties furnishing labor and materials for the Work have been paid.

SUPPLIER'S EMPLOYEES AND SUBCONTRACTORS - Supplier shall not delegate or subcontract any Work or other obligation under this Agreement without the prior written consent of SemiGen. Supplier is responsible for flowing down all applicable requirements and specifications to Supplier's subcontractor. If any of the Work is dependent on work done by others, Supplier shall inspect and promptly report to SemiGen's Representative any defect that renders such other work unsuitable for Supplier's proper performance. All persons furnished by Supplier shall be considered solely Supplier's employees or agents, and Supplier shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions when required by law.

PURCHASE ORDER TERMS AND CONDITIONS

TOOLS AND EQUIPMENT - Unless otherwise specifically provided in this Agreement, Supplier shall provide all labor, tools and equipment (the "tools") for performance of this Agreement. Should Supplier use any tools owned or rented by SemiGen, Supplier acknowledges that Supplier accepts the tools "as is, where is" and that Supplier shall have risk of loss and damage to such tools. Supplier agrees not to remove the tools from SemiGen's premises to use tools only for the Work, and to return the tools to SemiGen upon completion of use, or at such earlier time as SemiGen may request, in the same condition as when received by Supplier, reasonable wear and tear accepted.

TERMINATION - SemiGen may at any time terminate this Agreement or an order, in whole or in part, by written notice to Supplier. In such case, SemiGen's liability shall be limited to payment of the amount due for Work performed up to and including the date of termination.

COMPLIANCE WITH LAWS - Supplier and all persons furnished by Supplier shall comply at their own expense with all applicable laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement.

ETHICS STATEMENT - SemiGen, Inc. values relationships that are grounded in a shared commitment to performing in accordance with the highest standards of professional business conduct and encourages all suppliers to implement an effective ethics program adopting a written code of conduct. In the performance of fulfilling contracts awarded by SemiGen, both parties are expected to conduct themselves in a manner consistent with industry accepted principles.

INFORMATION FOR EXTERNAL PROVIDERS - The supplier shall ensure, when required, that customer-designated or approved external providers, including process sources (e.g., special processes), are used. The supplier shall identify and manage the risks associated with the external provision of processes, products, and services, as well as the selection and use of external providers. The supplier shall require that external providers apply appropriate controls to their direct and sub-tier external providers, to ensure that requirements are met.