



PARTMINER PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions (the “Agreement”) govern all orders placed by PartMiner WorldWide Inc. or its affiliates (“PartMiner”) for goods and services from you (the “Seller”).

1. Agreement. The order to which these terms and conditions apply is PartMiner’s offer to Seller and becomes a binding contract, subject to these terms and conditions, when accepted by acknowledgement or commencement of performance by Seller. PartMiner objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless expressly approved by PartMiner in writing. To the extent there are any inconsistencies between these terms and those written on the order, the order will control. Notwithstanding the foregoing, any separate warranty or promise set forth in any instrument provided by Seller that provides greater warranty protection than contained in these terms shall be binding on Seller. If this order is cannot be fulfilled as agreed it shall become void automatically unless this period of time is extended by PartMiner, in writing.

2. Price. Unless otherwise specified, the prices stated on this order include all charges for packing, hauling, storage, transportation to point of delivery, and taxes. Sales and use taxes not subject to exemption shall be stated separately on Seller’s invoice.

3. Delivery. Shipments shall be made to arrive no later than the required delivery date shown. PartMiner reserves the right to accept or reject later shipments. If the purchase order calls for delivery in installments, and Seller fails to deliver an installment on the designated delivery date, PartMiner may decline to accept subsequent installments and terminate the balance of the order. Packing slips, with correct purchase order number referenced, shall accompany all shipments. Shipments shall be routed via carrier notes. All orders shall be acknowledged promptly with a definite shipping date shown. Seller shall ensure that all items are correctly classified on the bill of lading to obtain minimum freight rates. Seller shall bear the risk of loss or damage to the goods covered by this order until they are delivered to and accepted by PartMiner. All goods must be shipped using ESD compliant packaging standards.

4. Acceptance / Inspection. All goods shall be received subject to PartMiner’s inspection, testing, approval, and acceptance, notwithstanding any prior payment for such goods. Goods rejected by PartMiner as non-conforming to the purchase order or goods specifications, whether provided by Seller or the manufacturer, may be returned to Seller at Seller’s risk and expense and, at PartMiner’s request, shall immediately be replaced, purchase price refunded or credit given, at the option of PartMiner. No substitutions or changes in goods ordered shall be permitted. PartMiner reserves the right to inspect Seller records for a period of up to 7 years on all orders.

5. Warranty. Seller provides the following warranties to PartMiner, its affiliates and customers regarding goods or services furnished to PartMiner, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the goods or service:

- (a) Goods do not and will not infringe any party’s intellectual property rights;
- (b) Seller has the necessary right, title, and interest to provide the goods and services to PartMiner, and the goods and services will be free of liens and encumbrances;
- (c) Goods are genuine, new, original, un-pulled, un-programmed, solderable, without bent or formed leads, test dot or other 3rd party markings, are contained in the original manufacturer’s packaging, marked with all original part number markings and codes, and of the grade and quality specified in accordance with all manufacturer or other specifications;
- (d) All products have date codes no later than 12 months old, unless expressly stated otherwise in the purchase order;
- (e) All programmable devices are free of all pre-programming;
- (f) Seller expressly warrants that the goods or services ordered (i) shall be merchantable; (ii) shall conform to the order, to specifications, drawings, and other descriptions referenced in the order, and to any accepted samples; (iii) shall be free from defects in materials and workmanship; (iv) shall be free from



defects in design unless the design was supplied by PartMiner; and shall be fit and safe for the intended purposes.

(g) Seller expressly warrants that the goods conform to all manufacturer or other agreed-to specifications, including, without limitation, compliance with substance prohibitions and restrictions set out in EU Directive 2002/95/EC, Restriction on Hazardous Substances (RoHS) and any other related or similar, implementing laws, rules, regulations, standards and restrictions within the United States, the European Community, China or other countries.

(h) Except for the warranties set forth in Sections 5 (a) and (b), above (IP and title etc.) and compliance with environmental and other regulations, all of which shall have the maximum warranty period allowed by law, the warranties herein shall extend for the longer of (i) two (2) years from PartMiner's receipt of the goods, or (ii) the warranty period provided by the manufacturer.

6. Quality. Seller agrees that all transactions with PartMiner will be governed by the PartMiner Vendor Quality Agreement currently located at www.partminer.com/main/termsandconditions.

7. Indemnification. Except as otherwise expressly limited herein, Seller agrees to indemnify, defend and hold PartMiner, its officers, directors, employees, representatives, affiliates, and its customers harmless from and against any and all claims, actions, losses, costs, damages (including reasonable attorney's fees), penalties and fines they may suffer or incur arising from or as a result of (a) infringement of the intellectual property or proprietary rights of others; (b) personal injury or property damage caused by the goods; (c) breach of Seller's warranties and representations herein as relating to the goods, including, without limitation, defects, conformance or environmental compliance.

8. Setoff. Any counterclaim against Seller or any of its related entities by PartMiner or any of its related entities which arise out of this or any other transaction may be set off against any money due Seller under an order.

9. Assignment. No assignment of an order or of any moneys due or to become due there under shall be binding upon PartMiner until its written consent to the assignment is obtained. Payment to any assignee of any claim under an order shall be subject to set-off or recoupment for any present or future claim or claims which PartMiner may have against Seller.

10. Confidential. The Seller shall not disclose any detail connected with any order (except for the benefit of PartMiner) to any third party without first obtaining the written consent of PartMiner.

11. Breach. If Seller fails to perform or comply with any provisions of any order, PartMiner may cancel the order in whole or in part and may consider such failure or non-compliance as a breach of this contract. PartMiner expressly retains all its rights and remedies provided by law in the case of such breach, and no action by PartMiner shall constitute a waiver of any such right or remedy.

12. Insolvency. In the event of the institution of any proceedings by or against either party in bankruptcy or insolvency or under any provisions of the Bankruptcy Act or for the appointment of a receiver or trustee or an assignment for the benefit of creditors of either party, the other party may terminate this order without further cost or liability.

13. Entire Agreement. The purchase order and these terms and conditions contain the entire understanding between PartMiner and Seller with respect to the subject matter of the order, and supersede all prior agreements. No waiver of any breach of these terms shall be held to be a waiver of any other or subsequent breach. No modification or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. PartMiner's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

14. Controlling Law. The purchase order is to be construed and interpreted according to the laws of the State of Colorado, excluding its conflict of law provisions. The federal and state courts within Colorado and the City and County of Denver and immediately surrounding counties shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any order. The prevailing party in any



legal action or arbitration brought to enforce the purchase order or any of its terms shall be entitled to reasonable attorney's fees, court costs, fees and expenses.