

SALES TERMS AND CONDITIONS

The order on the reverse side hereof is accepted by Amphenol Pcd, Inc. ("Seller"), and is subject to the following terms and conditions:

1. The Seller shall not be held responsible for damages caused by delay or failure to perform thereunder when such delays or failures are due to fires, strike differences with workers, floods, acts of God, acts of public authorities whether legal or illegal, war or consequences of war, government regulations whether legal or illegal, accident, epidemic, embargo, shortages of raw materials, delays or defaults for any other cause beyond the control of the Seller. Time of delivery is based on Seller's best judgment of all factors determining delivery and is necessarily subject to conditions beyond our reasonable control, and hence cannot be guaranteed.

2. Cancellation shall be by mutual agreement in writing based on any adjustment necessary to cover labor expended, material procured or on order for which we are responsible, complete or semi-finished parts and any other costs incurred including overheard. Specification changes made subsequent to placing an order are subject to price revisions and any adjustments necessary to cover material procured and processed and labor expenses prior to receipt of revised specifications.

3. Specification changes made subsequent to placing an order are subject to price revisions and any adjustments necessary to cover material procured and processed and labor expended prior to receipt of revised specifications.

4. Claims for shortage must be made in writing within thirty days after receipt of material and accompanied by reference to our invoice number.

5. Upon written notice only, not later than 90 days after shipment, Seller will repair, replace, or credit, at our option any material which is not in accordance with contract requirements. Seller will not be liable for any incidental or consequential damages resulting from any failure on our part to fill orders as agreed, beyond our billing price.

6. Tools produced by us specifically for customer's order and fully charged for, shall remain in our possession for exclusive use of customer. If customer requests possession of tools, there will be a removal charge of 30% to cover costs not normally charged for in our quotation.

7. Seller does not warrant that the use thereof by the customer, solely or in conjunction with other materials, will not infringe a patent. No liability will be assumed by Seller for infringements of any patent, design patent or copyright because of the nature, structure, shape or use of any products or methods used or made under Buyer's order, and Buyer agrees to hold Seller harmless against any claim raised by third parties for such reasons.

8. Seller represents that with respect to the production of goods and services we have fully complied with the Fair Labor Standards Act of 1938 as amended.

9. In the event of the institution of any proceedings by or against either party under any law relating to the relief of debtors, the other party shall have the right to cancel this contract forthwith, subject to indemnification as above.

10. Seller will bill separately for partial shipments.

11. Where materials are furnished by Buyer it will be assumed that they have been pre-inspected by Buyer and any such material or supplies found defective by Seller at any time during operations under this order will be charged back to Buyer. Seller will charge for work performed on such defective material or in its use.

12. No claims will be accepted upon any parts or assemblies if they have been worked upon or modified in any way after they have left Seller's possession, except that Seller will replace such parts or assemblies if same were defective when they left Seller's possession.

13. All prices are subject to the addition of any applicable sales or excise taxes levied by City, State or Federal Authority.

14. Orders are subject to Credit Department approval and all quotations and orders must be signed by Home Office.

15. Terms of payment are net cash 30 days after invoice date.

16. Failure by Seller to enforce at any time or for any period any of the provisions hereof shall not be construed to waive such provision nor the right of Seller thereafter to enforce each and every such position.

17. This agreement is to be construed and the rights of the parties determined according to the laws of the Commonwealth of Massachusetts.