

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Delivery Time: Abstract Electronics, Inc. reserves the right to cancel this order if shipment is not received by specified due date.
2. Attorney's Fees and Law Venue: In the event of any litigation hereunder, the prevailing party shall be entitled to recover the reasonable fees of its attorneys and its costs at trial and on appeal. Also, this agreement shall be governed by the laws of the state of Florida for any litigation instituted hereunder shall be in state courts located in Pinellas County, Florida or in the federal district court for the Middle District of Florida.
3. Limitations of Liability: The liability of the Buyer for claims, losses, damages and expenses from any cause whatsoever, regardless of the form of action and whether contract or otherwise, shall not exceed the lesser of (i) the direct damages proven, or (ii) the purchase price of the product that directly gave rise to the claim.
4. Non-Cancelable/Non-Returnable Ordering: Abstract Electronics, Inc. reserves the right to supersede the agreement of the NC/NR if, (i) product is not received as specified, (ii) quantity is not received as specified, or (iii) product is not received on specified dates in accordance with the terms and conditions of the NC/NR. On orders over \$1,000.00 (one thousand dollars) the NC/NR must be signed by an officer of the company or shall be deemed null and invalid.
5. All parts supplied by seller must be guaranteed to be new, unused and original in packaging and origin unless otherwise stated on purchase order.
6. Abstract reserves the right to cancel if any part of this order is not delivered as specified and charge a STOP PAYMENT fee of \$30.00 on any cancelled check.
7. All purchase orders must be signed, confirmed and returned via fax within 24 hours of date of purchase.
8. Unless specified, products purchased outside of factory authorized channels are inspected using IDEA-STD1010 criteria.
9. Suppliers must notify Abstract of any non conformances that may affect reliability or safety. Notifications shall include a clear description of the non conformity, product affected, quantities, lot or batch numbers and date delivered.
10. Suppliers shall not modify items purchased. Additionally, suppliers shall notify us if product changes have been made.
11. ESD sensitive devices must be clearly labeled and packaged and handled according to ANSI/ESD S20.20.
12. Supplier grants access by Abstract Electronics, its customer, and relevant regulatory authorities, to facilities and all applicable records involved in this order.
13. There is no warranty time limit for product found to be counterfeit.
14. Vendors must flow down to their supply chain all applicable requirements and flow downs originating from Abstract Electronics Purchase Orders.
15. Record retention must be 7 years.

Counterfeit / Suspect Parts Policy:

Abstract Electronics reserves the right to seize and quarantine any / all suspected counterfeit products it receives from seller on this Purchase Order. Suspect counterfeit products may be forwarded to the IP holder (Original Component Mfg) and / or the appropriate Federal or State authorities for final analysis, possible confiscation and / or destruction. If products furnished by the Seller are determined to be counterfeit, Seller agrees to reimburse Abstract Electronics the full purchase price paid as well as any shipping or 3rd party testing charges incurred by Abstract Electronics.

Abstract Electronics defines Counterfeit / Suspect electronic parts as:

1. Substitutes or unauthorized copies of a product.
2. A product as defined by the manufacturers' part number identification, date code and manufacturers' identification (logo, trademark) in which the materials used or the performance of the product has changed without notice by someone other than the original manufacturer of the product.
3. A substandard component misrepresented by the supplier.
4. Products that have been re-topped (black-topped) remarked or otherwise fraudulently altered and / or misrepresented by a 3rd party.

Abstract Electronics defines Condition codes as:

1. Stated in the form Product Condition Codes located our website at <http://www.abstractelec.com/download/ProductConditionCodes.pdf>

Shelf Life Requirements

1. All items that have a shelf life must have at least 80% shelf life remaining upon receipt.