



TOSOH QUARTZ, INC.

**TOSOH QUARTZ, INC.
Terms & Conditions (TQI as Buyer)**

ACCEPTANCE. This order (including any documents incorporated herein) is an offer by Tosoh Quartz, Inc. ("Buyer") to buy product from your company ("Seller") and this offer (or any purported acceptance by Buyer of any offer of Seller) is expressly conditioned upon Seller's acceptance of these terms and conditions. An acknowledgment of this order, the Buyer's issue of a purchase order or the commencement of performance hereunder shall operate as an acceptance of this offer upon the terms and conditions herein. If Seller's acknowledgment of this order or any other communication from Seller states terms and conditions which are in addition to or different from those contained herein and which are not separately agreed to by Buyer in writing (or which are implied by trade, custom, practice or course of dealing), Buyer hereby objects to such additional or different terms and conditions and such terms and conditions shall be of no effect. Supplier also waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of Supplier that is inconsistent with these terms and conditions.

INSPECTION. The products to be sold by the Seller to the Buyer shall be set out in the Buyer's purchase order (including any relevant product specification). The Seller shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the order. All products shall be subject to Buyer's inspection. Seller shall remain fully responsible for the products despite any such inspection and any such inspection shall not reduce or otherwise affect the Seller's obligations under the order. Buyer shall have the right to require that Seller, at Seller's expense, promptly correct any defect in workmanship, transit damage or other non-conformity with the requirements of the order. If correction is impractical, Seller shall bear all risk after notice of rejection and shall, at Buyer's request, promptly make all necessary replacements at Seller's expense. If Seller fails to make prompt replacements, Buyer may make such replacements and charge Seller for excess costs incurred by Buyer. Buyer may conduct further inspections after Seller has carried out its remedial actions. No substitutions of materials or accessories shall be made without prior written approval of Buyer. Buyer shall cooperate with Seller in filing claims with freight carriers. Seller shall defend indemnify and hold harmless Buyer and Buyer's customers from and against any and all claims, demands, actions and liability (including any direct, indirect and consequential losses and all other professional costs and expenses) by a third party for death, personal injury or damage to property arising out of or in connection with defects in the products (to the extent that the defects are attributable to the acts or omissions of Seller, its employees, agents or subcontractors) or by Buyer for breach, negligent performance or failure or delay in performance of the order by Seller, its employees, agents or subcontractors. All indemnities set out in these terms and conditions shall survive termination.

PRICE AND PAYMENT. The price of the products shall be the price set out in the Buyer's purchase order, or, if no price is quoted, the price set out in Seller's published price list in force as at the date of acceptance of these terms and conditions. The price of the products excludes amounts in respect of value added tax (VAT), which, if relevant, Buyer shall additionally be liable to pay to the Seller at the prevailing rate (subject to the receipt of a valid VAT invoice) and includes the costs of packaging, insurance and carriage of the products. No extra charges shall be effective unless agreed in writing with Buyer. Seller may invoice Buyer for price of the products plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. Seller shall ensure that the invoice includes the date of the order, the purchase order number, the invoice number the Supplier's VAT registration number (if applicable) and any supporting documents that Buyer may reasonably require. Buyer shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by Seller. Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of Seller to Buyer against any liability of Buyer to Seller.

SHIPMENT. All material shall be properly packed for shipment to enable them to reach their destination in good condition. Seller shall comply with Buyer's routing and written shipping instructions as set out in the Buyer's purchase order and shall not deliver the products in instalments without Buyer's prior written consent. All shipments are F.O.B. Destination, unless other arrangements have been made.

DELIVERY. Seller shall deliver the products in the quantities and to the specifications and delivery schedule specified in the Buyer's purchase order. The products shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by Supplier or made known to Supplier by Buyer expressly or by implication, and in this respect Buyer relies on Supplier's skill and judgement. Seller shall observe delivery requirements strictly. If (1) circumstances, events or causes in the nature of force majeure or other causes beyond Seller's reasonable control cause Seller to delay performance, (2) Seller gives Buyer written notice of these circumstances, events or causes immediately, and (3) Buyer gives its written consent, the time for Seller's performance shall be extended by a period equal to the resulting delay. If Seller fails to perform this order for any other reason, after 5 days from such failure Buyer may obtain products from others to complete this order, and either deduct any additional costs of completing the order from any monies due Seller (whether or not under this order) or recover those additional costs from Seller. Buyer may additionally claim damages for any other costs, loss or expense incurred by it which are attributable to Seller's failure to carry out its obligations under this order. These rights are in addition to any other right or remedy available to Buyer at law or in equity.

TITLE. Title to products furnished, or information generated or developed, under this order shall be deemed transferred to Buyer upon delivery to Buyer. Seller warrants that all products shall be free and clear of all liens, claims and encumbrances at the time of delivery.

INSURANCE. During the term of this order (and for a period of six years thereafter), Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the order, and shall, on Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

ARBITRATION. All disputes that may arise between the parties regarding the interpretation of the order and the legal effect of the order shall, to the exclusion of any court of law, be arbitrated and determined by the Chartered Institute of Arbitrators. The arbitration proceeding shall be held in London (unless otherwise agreed). The parties recognize and consent to the above mentioned arbitration association's jurisdiction over each of them.

GOVERNING LAW. This order, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction. In the event this order pertains to the sale of any goods outside England and Wales, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this order.

CHANGES. This order may not be changed or modified except upon the prior written authorization of Buyer.

ASSIGNMENT. Seller shall not assign this order in whole or in part without Buyer's prior written consent. Buyer may at any time assign this order in whole or in part.

INTELLECTUAL PROPERTY. Seller represents and warrants that products delivered pursuant to this order and the sale or use thereof do not infringe any third-party intellectual property rights, including but not limited to patent, trade secret, copyright or trademark rights, and that Seller shall at Seller's expense, defend indemnify and hold harmless Buyer and Buyer's customers from and against any and all claims, demands, actions and liability (including any direct, indirect and consequential losses and all other professional costs and expenses) based on alleged or actual infringement thereof.

COMPLIANCE WITH LAWS, CODES AND STANDARDS. Seller warrants that it has complied with all applicable state, federal and local laws, codes and standards, including but not limited to those pertaining to labor, ethics, health and safety and environmental compliance. Seller will also ensure that the products comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the products. Seller acknowledges that it is Buyer's expectation that Seller shall comply with the Electronic Industries Code of Conduct as set forth at <http://www.eiccoalition.org/standards/code-of-conduct/>. Seller agrees to indemnify and hold harmless Buyer and Buyer's customers from all loss, liability, fines and expenses incurred

(including any direct, indirect and consequential losses and all other professional costs and expenses) as a result of Seller's failure to comply with such laws, codes or standards.

TERMINATION. Buyer may, by written notice to Seller, terminate the whole or any part of this Order for default (1) if Seller fails to deliver products within the time or in the manner provided under this order, (2) if reasonable grounds for insecurity arise with respect to Seller's performance (including, but not limited to, a material breach of the order or Seller ceasing or threatening to cease a substantial part of its business) and Seller fails to furnish adequate assurances within 5 days after a written demand by Buyer for such assurance, or (3) if Seller becomes insolvent or makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings. In the event Buyer terminates this order, in whole or in part, for default, Buyer shall be entitled to all rights and remedies available to it at law or in equity. Buyer may terminate, suspend or otherwise modify this order for its convenience, in whole or in part, at any time by written notice. In such event, Seller shall promptly comply with the directions contained in such notice and shall cease work and the ordering of materials as required by the notice and take all necessary action to minimize further costs and liabilities. Buyer shall pay Seller's price for products completed prior to the receipt of Buyer's written notice, and Seller's actual costs for work in progress. Amounts paid by Buyer to Seller as a result of Buyer's actions, together with amounts paid by Buyer before it gave Seller notice, must not exceed the total purchase price of this order. Termination shall not affect any of the parties' rights and remedies that have accrued as at termination and clauses that expressly or by implication survive termination of the order shall continue in full force and effect.

NON-DISCRIMINATION. All contractors and subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) (or similar anti-discrimination laws, regulations, codes or guidance in Buyer's and Seller's jurisdiction). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

WARRANTIES. Seller warrants that all products delivered hereunder shall (1) conform to the requirements of this order and the Buyer's purchase order, (2) be free from defects in manufacturing and materials, and (3) be free from defect in design and fit for their intended purpose if they were not manufactured to Buyer's detailed design. The foregoing warranties shall extend to, and be for the benefit of, Buyer, Buyer's customers and subsequent owners of the products. Seller shall replace or repair any nonconforming, defective or unfit product at Seller's own expense if the nonconformity, defect or unfitness becomes known to Buyer, Buyer's customers or subsequent owners of the products during the 24-month period after delivery (or Seller's usual warranty period, if longer). These warranties are in addition to any other warranties or similar rights available to Buyer, Buyer's customers or subsequent owners at law or in equity.

EFFECT OF OTHER WRITTEN AGREEMENTS: In the event that any provision of any other written agreement signed by both Buyer and Seller (whether now or hereafter in effect) is inconsistent with any term or condition set forth herein, the provisions of such other written agreement shall govern.

WAIVER. No failure or delay by a party to exercise any right or remedy provided under this order or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

SEVERANCE. If any provision or part-provision of this order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this order.

NOTICES. Any notice given to a party under or in connection with this order shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be

delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the relevant address, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission. This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

THIRD PARTY RIGHTS. No one other than a party to this order and their permitted assignees shall have any right to enforce any of its terms.