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Purchase Order Terms and Agreement

A. Newonics reserves the right to inspect, at any time upon prior notice to Seller, Seller's manufacture of the products, including the manufacturing facilities and equipment. We reserve the right to request certificates of conformance, test reports, lot/batch traceability, date code, RoHS compliance and any quality control documentation associated with the product.

B. The price for the Products shall be the price agreed upon between the parties. Typographic or other clerical errors in stated prices are subject to correction. Materials shipped against this Agreement shall be invoiced at the price set forth in the Order.

C. Seller agrees that it will take no adverse numbers on the applicable invoices or accurately invoice Buyer. Seller shall give Buyer reasonable advance written notice of any production change related to the Materials, including but not limited to any change in the manufacturing process, formulation, raw materials or production location. For any change that could affect performance of the Materials, Seller shall complete any reasonable qualification processes of Buyer and address Buyer's concerns about the change. Seller shall follow any shipping instructions provided by Buyer and shall properly and carefully package the Materials for shipment. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller.

D. All items shipped shall be properly identified with Buyer's purchase order number and any purchase order item number or other identification number shown. Seller accepts full responsibility for the completeness and accuracy of all transport and customs documentation provided to buyer. Seller accepts any liabilities resulting from incomplete or inaccurate data on shipping documents or failure to comply with any import or export requirements.

E. Notwithstanding anything herein to the contrary, Buyer shall have a reasonable opportunity to inspect the Materials after the same have been delivered to Buyer's premises. Buyer shall not be deemed to have accepted any such Materials until the expiration of such reasonable time for inspection. Upon rejection or revocation of acceptance of any Materials, Seller promptly shall replace or correct, at Buyer's option, any unsatisfactory units at Seller's expense, including all shipping costs. Buyer's failure to inspect or reject Materials, or payment for Materials, shall not relieve Seller of any of its obligations.

F. Seller hereby warrants to Buyer that, in addition to any and all express and implied warranties provided under the Uniform Commercial Code, the Materials: (1) shall be provided in a competent, professional manner and in accordance with the highest standards and best practices of Seller's industry; (2) shall be free from defects in materials and workmanship, and shall be merchantable and fit for their particular purpose; (3) shall conform to and perform in accordance with all specifications, drawings, samples and other requirements referred to in the Order and provided by Seller; (4) when shipped shall be free from all liens, security interests and encumbrances of any type whatsoever; and (5) shall be manufactured, produced, labeled, furnished and delivered to Buyer in full and complete compliance with all applicable laws and regulations Furthermore, as requested by Buyer. Seller agrees to execute and provide any and all information, documents and certifications reasonably required by Buyer pursuant to subsection (5) above, and use due diligence protocols, standards and procedures in its supply chain as are necessary to comply with its obligations.