

VANTEON CORPORATION
TERMS AND CONDITIONS – BOARD BUILDS

1. **Agreement.** These terms and conditions are accepted by both Vanteon and the Customer for all orders of PCB bare or assembled boards build/managed by Vanteon (“Board(s)”). Unless explicitly agreed to in a separate written agreement, both parties agree that no other terms or conditions will govern the sale. These terms and conditions, along with the sales quote, contain the entire agreement between Vanteon and Customer with respect to this purchase of boards and supersedes all pre-existing arrangements with respect thereto.
2. **Customer Requirements.** For assembly and/or fabrication, the Customer agrees to provide the following:
 - a. Gerber files, X.Y. component, and fiducial centroid locations, including Origin (in excel)
 - b. B.O.M. with package size information descriptions and manufacturer part numbers.
 - c. If parts are supplied, they need to be on one-piece cut-tape or reel.
 - d. Board thickness, copper thickness, RoHS requirements, quantity, and delivery required.
3. **Design Services.** The purchase of boards does not include any engineering services. If Vanteon passively identifies any issues with design, Vanteon offers its engineering design services on a time and material basis. These services are not included in the price of the boards.
4. **Parts & Components.**
 - a. If Customer supplies parts: They assume the responsibility to locate, order, ship, and verify the count and correctness of the components they supply. They also assume the responsibility for any lost production time if shortages occur during the assembly run.
 - b. If Vanteon supplies parts: Vanteon assumes the responsibility to locate, order, receive, and verify the count and correctness of the components per the bill of materials (B.O.M.).
 - c. Vanteon’s quote is based on component pricing at a particular moment in time. Pricing and availability of parts change often. Vanteon will strive to supply parts at the lowest available price. If part pricing for Vanteon supplied parts changes from the time of quote and time of parts are ordered from third party suppliers, the Customer agrees to pay the difference in quoted and actual price. Customer payment of price adjustment is required prior to the delivery of completed boards.
5. **Payment.** Unless credit terms have been accepted by Vanteon, all board purchases require a deposit of the quoted price. This deposit is due at the time of order. Any additional fees for part adjustments, change orders, shipping, and handling, or engineering services associated with the board build are prior to delivery. A finance charge equal to the lesser of (a) 1-1/2% per month (equivalent to 18% per annum) or (b) the highest rate permitted by applicable law, will be charged on all past due balances. In addition, if Customer shall fail at any time to make any payment when due hereunder or otherwise to fulfill this Agreement, Vanteon, without prejudice to other lawful remedies, (i) defer further deliveries or other performance by it under this agreement until all such defaults by Customer have been fully cured, or (ii) cancel this agreement.
6. **Delivery.** Delivery dates are estimates only. Availability of parts, delivery of parts from Customer and other factors can cause a delay in completion of the boards. Vanteon shall use commercially reasonable efforts to deliver the boards per the date(s) set forth in the quote, but Vanteon shall not be liable for any delay in delivery. Unless otherwise indicated in writing, all shipments shall be F.O.B. Origin, Fairport, NY. Risk of loss of or damage to the board(s) shall pass to Customer upon delivery thereof to the carrier.
7. **Inspection.** Customer must inspect board(s) within five (5) business days of receipt. All claims of shortage or non-conformity shall be waived, and the board(s) deemed accepted unless Customer notifies Vanteon of the claim within that five-business day period.
8. **Limited Warranty.**
 - a. Except as otherwise provided herein, Vanteon warrants that the board(s) will be produced according to the design files and specifications provided by the Customer. The Customer shall notify Vanteon in writing within ten (10) days of discovery of any breach of Vanteon’s warranties and shall provide satisfactory proof thereof.
 - b. Vanteon’s warranties do not extend to any damages or losses due to misuse, accident, disaster, abuse, neglect, excessive temperature, exposure to liquids, unauthorized alterations, utility failure or voltage irregularities or surges, improper maintenance, and parts not supplied by Vanteon.
 - c. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND VANTEON EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR ANY OTHER MATTER SHALL NOT APPLY, AND VANTEON MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO NONINFRINGEMENT. CUSTOMER REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.
9. **Customer Remedies.** In the event any board furnished hereunder is found not to conform to the warranties expressed in this agreement, or in the event that a board is subject to a mandatory or voluntary recall, Vanteon will, at its option, either (a) repair or replace such board(s), or (b) repay the contract price of such board(s) upon its return by Customer to Vanteon. Vanteon’s delivery of any board(s) not in conformity with this agreement shall not constitute a breach of this agreement and shall not affect Customer’s obligations with respect to any other board(s) furnished hereunder. Return and shipment of board(s) to Vanteon for

repair or replacement shall be a Customer's expense and risk. Shipping materials must be comparable to those used by Vanteon to ship its board(s). If Vanteon determines that a repair or replacement is covered by Vanteon's warranties, Vanteon shall pay the cost of shipping the board(s) back to the Customer.

10. Limitation of Liability.

- a. NEITHER PARTY SHALL NOT BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUES, USE, OPPORTUNITIES OR DATA ARISING FROM THE BOARD(S) SOLD BY VANTEON OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS AND PROTECTIONS AGAINST LIABILITY AFFORDED VANTEON HEREIN SHALL APPLY TO ANY ACTION OR CLAIM IN CONNECTION WITH THIS AGREEMENT OR BOARD(S) SOLD BY VANTEON, WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY, AND STRICT LIABILITY).
- b. Vanteon's cumulative limit of liability for claims shall in no event exceed the total purchase price of the boards or portion thereof with respect to which loss or damage is claimed. Should the remedy of repair or replacement of defective board(s) be found inadequate or to have failed of its essential purpose for any reason whatsoever, Customer agrees that return to it of the purchase price of the particular board(s) by Vanteon shall prevent the remedy from failing of its essential purpose and shall be considered by Customer a fair and adequate remedy. The remedies set forth herein are exclusive.
- c. No action may be maintained, or proceeding commenced by Customer or others against Vanteon with respect to boards furnished hereunder unless a timely written claim has been made and unless such action or proceeding is commenced within one (1) years of Vanteon's delivery of the board(s) to which such action or proceeding relates.

11. Indemnification. Customer shall indemnify Vanteon, its officers, directors, and employees from and against any and all loss, damage, liability or expense (including reasonable attorneys' fees) assessed against Vanteon or incurred by Customer, arising out of any claim being made or suit brought by third parties alleging that any materials (including build files) supplied by Customer to Vanteon violates such third party's U.S. copyright, trademark or patent rights. Vanteon will promptly notify Customer of any claim made or suit brought against Vanteon arising out of matters referred to in this Section.

12. Termination of Order. In the event that the Customer cancels the order, the Customer is responsible for all committed costs incurred by Vanteon and a cancellation fee of 20% of the quoted price. Vanteon will return any credits due to the Customer with thirty (30) days of a written request.

13. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States (the "Export Laws") to assure that the boards are not (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws.

14. Force Majeure. Vanteon shall not be liable for any delay or impairment of performance resulting in whole or in part from fires, floods, explosions, accidents or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, riots, terrorism, elevated risk of terrorism, embargo, government allocations or priorities, shortages of transportation, equipment, fuel, labor or materials, severe weather conditions, changes of law or regulation, acts of Customer or any other circumstance or cause, whether or not similar to any of the foregoing, beyond the reasonable control of Vanteon.

15. Waiver. A party's waiver of any breach or failure to enforce any provision of this agreement or any other right shall not be construed as a waiver of any other breach of the same or any other provision or right.

16. Cost of Collection. In the event Customer shall default in Customer's obligations hereunder, Customer shall be liable for Vanteon's costs of collection, including reasonable attorneys' fees and expenses.

17. Governing Law; Etc. This agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A. without regard to any conflict of law doctrine. Each party to this agreement submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In the event that any of the provisions of this agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary, and this agreement shall otherwise remain in full force and effect and enforceable.