

### Terms and Conditions of Purchase

**ACCEPTANCE OF CONTRACT:** Buyer shall not be bound by this order until Seller executes and returns to Buyer the acknowledgement copy of the order. Seller shall be bound by this order and its terms and conditions when it executes and returns the acknowledgement or when it delivers to Buyer any of the items ordered, or renders for Buyer any of the services ordered herein. No contract shall exist except as hereinabove provided.

**AMENDMENTS:** No agreement or understanding to modify this contract shall be binding upon the Buyer, unless in writing and signed by Buyer's authorized agent. All specifications, drawings, and data submitted to Seller, with this order are hereby incorporated herein and made a part hereof.

**CHANGES:** The Buyer reserves the right at any time to make changes in any one or more of the following: (a) Specifications, drawings and data incorporated in this contract where the items to be furnished are to be specially manufactured for the Buyer; (b) Methods of shipment or packing; (c) Place of delivery; and (d) Time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of his contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change. Price increases or extensions of time for delivery shall not be binding on Buyer unless evidenced by a Purchase Order Change Notice issued and signed by Buyer.

**INSPECTION:** Materials or equipment purchased hereunder are subject to inspection and approval at the Buyer's destination. Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or Seller's warranty (expressed or implied). Buyer will charge Seller for the cost of inspecting merchandise rejected. Items not accepted will be returned to Seller at Seller's expense. Payment for any article hereunder shall not be deemed an acceptance thereof.

**WARRANTY:** Seller hereby warrants that the items and services to be furnished hereunder will be in full conformity with Buyer's specifications, drawings and data, or Seller's samples, and that items furnished hereunder will be fit for the use intended by Buyer. Seller agrees that his warranty shall survive acceptance of the items. Said warranties shall be in addition to any warranties of additional scope given to Buyer by Seller.

**PROPERTY FURNISHED TO SELLER BY BUYER:** All special dies, molds, patterns, jigs, fixtures, and any other property furnished to the Seller by the Buyer, or specifically paid for by the Buyer, for use in the performance of this contract shall be and remain the property of the Buyer, shall be subject to removal upon the Buyer's instruction, shall be used only in filling orders from the Buyer, shall be held at the Seller's risk, and shall be kept insured by the Seller at the Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the Buyer, and upon recall by Buyer shall be packaged at Seller's expense for shipment to Buyer in accordance with Buyer's instructions. Copies of policies or certificates of such insurance will be furnished to Buyer on demand. It is agreed that any and all specifications, drawings, or data furnished by Buyer shall (1) remain the Buyer's sole and exclusive property; (2) be considered confidential; (3) be used only in filling orders from the Buyer and (4) be returned upon request.

**PATENTS:** Seller undertakes and agrees to defend at Seller's own expense, all suits, actions, or proceedings in which Buyer, any of Buyer's distributors or dealers, or the users of any of the Buyer's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder (except infringement necessarily resulting from adherence to specifications or drawings, other than those of Seller's design or selection, originally submitted to Seller by Buyer) and further agrees to pay and discharge any and all judgements or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.

**PRICE:** Buyer shall not be billed at prices higher than stated on Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the items or services covered by this order, is the lowest price charged by the Seller to Buyers of a class similar to Buyer under conditions similar to those specified in this order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in merchandise covered by this order subsequent to the placement of this order will be applicable to this order. No charge allowed for boxing or crating unless otherwise agreed.

**DELIVERY:** Time is of the essence of this contract, and if delivery of items or rendering of services is not completed by the time promised, the Buyer reserves the right without liability, in addition to its other rights, and remedies, to terminate this contract by notice effective when received by the Seller, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Seller with any loss incurred. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk. Excess unauthorized shipments are subject to rejection and return at Seller's expense. Seller shall not deliver any articles, assemblies or materials in advance of the schedule set forth in this order without Buyer's written permission. Buyer reserves the right to return, shipping charges collect, all articles, assemblies or materials received at Buyer's plant in advance of the schedule shown on this order.

**TERMS:** Discounts if offered will be calculated from the date an acceptable invoice is received by the Buyer accompanied by the original bill of lading if any, or the date of the delivery of goods, whichever is later. All invoices must carry current mailing dates.

**COMPLIANCE WITH LAWS:** Seller represents that it has, and will continue during the performance of this order to comply with the provisions of all applicable laws and regulations from which liability may accrue to Buyer from any violation thereof. By acceptance hereof, Seller, if located in the U.S., certifies compliance with the "Fair Labor Standards Act" of 1938, as amended in the performance of this order.

**TERMINATION:** Buyer may, at any time, terminate this order, in whole or in part by written or telegraphic notice, or verbal notice confirmed in writing. Seller, will, as to the terminated portion of the purchase order, stop work immediately, notify subcontractors to stop work, and protect property in Seller's possession in which Buyer has or may acquire an interest. Except where such termination is occasioned by a default or delay of Seller other than one due to causes beyond Seller's control and without Seller's fault or negligence, Seller may claim reimbursement for Seller's actual costs incurred up to and including the date of termination which are properly allocable to or apportionable under recognized accounting practices to the terminated portion of the purchase order including liabilities to subcontractors which are so allocable and acceptable finished units at contract price not previously billed or paid for but excluding any charge for interest or any materials which Seller may be able to divert to other orders. The total of such claim shall not, however, exceed the cancelled commitment value of this purchase order. Buyer shall have in addition all remedies provided by law or equity.

**GOVERNING LAW:** This order and the agreement of purchase and sale resulting from its acceptance shall be interpreted under and governed by the laws of the Province of Ontario.

**ASSIGNMENT:** Seller may not assign this order, or any part thereof, without the prior written consent of Buyer.

**MARKINGS:** All printed matter is to be marked clearly with the country of origin. Failure to comply with this marking makes Buyer liable to a fine of 10% of the value of goods imported, and should Buyer have to pay this penalty, it will be charged to Seller's account.

**QUALITY REQUIREMENTS:** Verification by the purchaser shall not absolve the supplier of the responsibility to provide acceptable product nor shall it preclude subsequent rejection. When the purchaser (or its representative) carries out a verification at the supplier's plant, the verification cannot be used by the supplier as evidence of effective control of quality.

**RIGHT OF ENTRY:** Authorized representatives of Amphenol Canada Corp, its customers, and/or regulatory agencies may enter the seller's plant as well as the seller's subcontractor(s) at all reasonable times to conduct preliminary inspections and tests of the products and work in process.