

DYNATECH INTERNATIONAL LLC
PURCHASE ORDER ATTACHMENT "B"
PURCHASE ORDER – GENERAL TERMS & CONDITIONS

The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between Dynatech International LLC ("Buyer") and the seller identified as the supplier in the Purchase Order, hereinafter referred to as "Seller", regarding the goods, materials and/or services to be purchased hereunder ("Goods").

1. **ACCEPTANCE** - If purchase order involves special requirements, critical items, key characteristics or requires the use of a specific source for a special process, Buyer will flow down an adequate description of the item or work to be performed, to Seller through purchase order. Seller's electronic acceptance, acknowledgement, acceptance of payment or commencement of performance shall constitute acceptance of Buyer's Purchase Order. Seller's acceptance is limited to acceptance of the express terms of this Purchase Order and does not include any additional or different terms proposed by Seller or any attempt to vary to terms hereof, unless accepted in writing by Buyer. Acceptance of the GOODS covered by this Purchase Order will not constitute acceptance by Buyer of Seller's terms and conditions. Any reference to Seller's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document.
2. **ACCESS TO FACILITIES AND RECORDS**- With reasonable advance notice and at no additional charge, Seller must grant right of access to Buyer, Buyer's customers, and any regulatory authorities to the areas of facilities and sub-tier supplier locations that are involved in manufacturing, production or distribution of Products. The rights herein also include the right to conduct a survey, audit, or assessment of the facilities, quality systems, and manufacturing records. Seller will flow this right of access requirement to sub-tier supplier locations.
3. **PRICE** - Seller warrants that the prices for the GOODS are complete and not less favorable than those currently extended to Seller's other customers of similar account size for similar quantities of the same or similar GOODS. In the event Seller reduces its prices for such GOODS prior to accepting Buyer's Purchase Order or during the term of performance of any Purchase Order for services, Seller agrees to reduce the prices hereof accordingly. Seller warrants that the prices shown in the Purchase Order are complete and no additional charges are added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating. If at any time during the term of this Purchase Order, Buyer receives from another source an offer to supply GOODS of like quality to that offered by Seller at a price which results in a price lower than the delivered price then in effect, Buyer may request Seller to meet such competitive offer. If within five (5) working days after the date of Buyer's request Seller shall not have agreed to meet the competitive offer, Buyer, at its option, may purchase the material from the competitive source and the quantity so purchased is deducted from this Purchase Order.
4. **CHANGES** – Seller will notify Buyer of changes to processes, products, or services, including changes of their external providers or location of manufacture and obtain Buyer's written approval of major changes affecting Dynatech. Buyer may, at any time prior to delivery, change the specifications for the GOODS and delivery thereof. Seller will accept any changes, provided that if a change increases or decreases the cost or time required for performance, the parties will equitably adjust and modify the terms hereof in writing accordingly.
5. **DELIVERY** - Time is of the essence. Delivery is strictly in accordance with the schedule, quantity, and any other terms set forth in this Purchase Order. Seller will immediately notify Buyer if Seller's timely performance under the Purchase Order is delayed or is likely to be delayed. Buyer reserves the right to cancel, without liability, this Purchase Order in whole or in part if Seller should fail to make deliveries in accordance with the terms of this Purchase Order. Seller shall indemnify Buyer for any damages imposed originating from Seller's delivery breach. Buyer reserves the right to refuse shipments made before or after the date set forth in the Purchase Order. If the delivery of the Products is not completed on time, Buyer reserves the right, in addition to its other rights and remedies, and without liability, to terminate the Purchase Order as to items not yet shipped or services not yet rendered and to: (a) purchase substitute items or services elsewhere at the expense of Seller or (b) direct Seller to ship by the most expeditious means available at Seller's risk and expense.
6. **SHIPPING/PACKAGING** - Seller will preserve, pack, package and handle the goods so as to protect the goods from loss, damage, deterioration, moisture, foreign matter or contamination. Seller shall comply with best commercial practices to ensure arrival at destination at the lowest transportation cost, in the absence of any specifications Buyer may provide. An itemized packing list is placed in each package and no charges are allowed for boxing, packing, or crating unless previously agreed upon. Electrostatic discharge ("ESD") sensitive components or assemblies are packaged in approved protective packages and labeled with the ESD caution symbol.
7. **QUANTITY VARIATION** - The specific quantity ordered must be delivered in full and not be changed without Buyer's prior written consent. Any different quantity without such consent is subject to Buyer's rejection and return at Seller's risk and expense. Any excess quantities that Buyer accepts are at the Purchase Order price, unless otherwise agreed upon.
8. **INVOICE/PAYMENT** - Unless otherwise agreed to in writing by the parties, an invoice is not issued prior to shipment of goods. Invoices are forwarded to Buyer's address (2 copies on Seller's own form) and no payment is made if Buyer has not received an invoice as defined herein. Invoices must reference this Purchase Order number, listing a description of GOODS provided and as applicable, part number, applicable quantities and the unit and total prices. Payment of an invoice does not constitute

acceptance of the GOODS and is subject to appropriate adjustment should Seller fail to meet the requirements of the Purchase Order. All payments are subject to adjustment for shortage or rejection of materials provided. In any case where transportation is billed, billing must be accompanied by carrier's invoice marked "paid". If Buyer has a claim against Seller resulting from this Purchase Order or any other transaction, Buyer may deduct or set-off disputed amounts from Seller's claims for amounts due.

9. **LIMITED SHELF LIFE:** If a product ordered has a limited shelf life; the material shall be identified on each container with the applicable specification, lot number, date of manufacture, and expiration date. Such shelf life shall not be less than eighty (80) percent of full life from date of shipment.
10. **CERTIFICATE OF CONFORMANCE** -Seller shall provide evidence that the processes required in this Purchase order were performed by approved sources. The Seller shall maintain such evidence on file. Included with each shipment to the Buyer shall be a Certificate of Conformance indicating as a minimum the process description, process number, name and address of the process supplier, the purchase order and part number and applicable serial numbers.
11. **WARRANTY** - Seller expressly warrants and represents to Buyer, its successors, assigns, customers, and users of Buyer's products, that all GOODS is (a) be free from defects in material, workmanship and design, (b) conform to the terms of the Purchase Order and/or all applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Buyer, (c) be merchantable, (d) together with their packaging, labeling and accompanying materials be properly contained, packaged, marked and labeled, (e) be fit for the intended purposes and operate as intended, if Seller knows or has reason to know the particular purpose for which Buyer intends to use the GOODS, (f) comply with all applicable national and local laws, (g) be free and clear of any and all liens, restrictions, reservations, security interests, or encumbrances, and (h) with respect to services, be performed diligently in a good and workmanlike manner to the highest professional standards. The Warranty Period will be for a period of 12 months from the date of delivery to the end user or such longer period of time as may have been accepted by Buyer from Buyer's customer. These warranties will survive any delivery, inspection, acceptance, or payment by Buyer for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the GOODS were previously inspected. Buyer may, at its option, return at Seller's expense, the defective or nonconforming goods for credit, refund or set-off, or require Seller to correct or replace, at no cost to Buyer, any defective or nonconforming goods, including, without limitation, re- perform any deliverables that are services. Such warranty work will be further warranted for an additional 12-month period.
12. **TITLE AND RISK LOSS** - Title to and risk of loss of the goods pass to Buyer or other destination designated by Buyer, upon delivery and acceptance of the goods. Title to the goods shall be free and clear of all liens and encumbrances.
13. **INSPECTION & ACCEPTANCE - ALL GOODS** may be inspected, tested and approved by Buyer, its customers, higher-tier contractors, and end users at all reasonable times and places. Seller shall maintain an inspection system acceptable to Buyer for the Items purchased under this Purchase Order. No inspection, tests, approval, design approval, or acceptance of the goods relieves Seller from responsibility for warranty, latent defects, fraud, or negligence. If Seller becomes aware, regarding items delivered or to be delivered under this contract, of any ambiguities, issues, nonconforming processes, products, services or discrepancies between this Purchase Order and any specification, design, or other technical requirement applicable to this Purchase Order, Seller will immediately submit the matter to Buyer for resolution and obtain written approval for their disposition. If the goods are defective or otherwise do not conform to the requirements of this Purchase Order, Buyer may, by written notice to Seller: (a) rescind this Purchase Order as to the goods or (b) reject and return the goods to Seller at Seller's risk and expense for refund/credit or require the delivery of replacements. If Buyer elects to reject non- conforming goods, Seller shall issue a return authorization number for all nonconforming goods within twenty-four (24) hours after Buyer's request, and such non-conforming goods are the property of the Seller. Delivery of replacements will be accompanied by a written notice specifying that such goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may replace them with goods from another Seller and charge the Seller the cost thereof, including cover, and any incidental costs; or terminate this Purchase Order for cause. Acceptance of any part of the Purchase Order shall not bind the Buyer to accept any future GOODS, and Buyer reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Purchase Order if Supplier fails to deliver all or any part of the goods or perform any of the work in accordance with this Purchase Order. If Buyer performs any inspection (other than the standard inspection) after discovering defective or nonconforming goods, any additional inspection costs will be paid by Seller. In those cases where Buyer may be required to verify/source inspect purchased product or subcontractor service at Seller's premises, Buyer will specify verification arrangements and method of product release in purchasing documents and maintain suitable quality records.
14. **SAMPLING INSPECTION APPROVAL.** Sampling inspection utilized during performance of this order requires Buyer's approval. Prior to use, the sampling plan must be submitted and approved by the Procurement Representative. Buyer's quality representative will evaluate the risk and determine the appropriate acceptance requirements. The use of sampling inspection has no effect on Buyer's right to reject any unit(s) of Product found defective.
15. **EVALUATION-** To maintain Seller's performance will be evaluated and monitor by Buyer.
16. **COUNTERFEIT PARTS** - Seller agrees that it shall not furnish Counterfeit Goods to Buyer. Seller shall have documented processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in products delivered to Dynatech International. If Seller becomes aware or suspects that it has furnished

Counterfeit Goods to Buyer, Seller will promptly, notify Buyer and replace, at Seller's expense. Seller shall be liable for all costs incurred by Buyer related to Counterfeit Goods provided by Seller.

17. **TERMINATION FOR CONVENIENCE** - Buyer may, for its convenience, terminate all or any part of the Purchase Order upon notice to Seller. Upon notice of such termination, Seller shall immediately stop all work and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work against the Purchase Order. Seller shall submit to Buyer an invoice with supporting information setting forth the Purchase Order price for the GOODS delivered prior to the notice of termination, plus Seller's actual, direct unavoidable costs resulting from the termination, less salvage value. Buyer shall not be liable to Seller for Seller's lost profits on the terminated part of the Purchase Order. Seller shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs incurred by Seller's suppliers that Seller reasonably could have avoided. Buyer will not be obligated to pay any more than the payment that would have become due had Seller completed Purchase Order and Buyer had accepted the GOODS.

18. **TERMINATION FOR CAUSE** - Buyer shall have the right to terminate Purchase Order, in whole or part, at any time, if Seller: (a) fails to make any delivery in accordance with agreed delivery date, (b) fails to observe or comply with any of the instructions, terms, conditions, or warranties applicable to Purchase Order, (c) fails to make progress so as to endanger full and timely performance of the Purchase Order or failure to provide Buyer, upon request, with reasonable assurances of future performance, or (d) is subjected to any proceedings by or against it in bankruptcy or insolvency, for appointment of a receiver or trustee, or for an assignment for benefit of its creditors. In the event of a termination of such default, Buyer shall be entitled to any and all damages, losses, costs, and expenses incurred by Buyer arising out of or resulting from such default. In all the above-mentioned cases, Buyer shall be entitled to procure the GOODS to a third party at Seller's costs.

19. **FORCE MAJEURE** - To the extent and for the period of time that performance of any such obligation is prevented, interrupted, or delayed by, without limitation actions or decrees of governmental bodies, strikes, wars, fires, floods, earthquakes, acts of terror or other acts of God, which is beyond the reasonable control of Buyer; provided, however if performance of any obligation is so prevented, interrupted, or delayed for a period in excess of thirty (30) days, Buyer, may, at its option, cancel this Purchase Order upon not less than three (3) days prior written notice to Seller and Buyer shall pay Seller for any conforming services properly performed or conforming goods accepted by Buyer prior to the date of such termination.

20. **PROPRIETARY INFORMATION** - Seller, its employees, agents and representatives, shall consider as Buyer's "Confidential Information," all non-public information provided by Buyer, all specifications or other documents prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase GOODS from Seller, and all other non-public information relating to this Purchase Order. Without Buyer's prior written consent, Seller shall not disclose or use Confidential

Information for any purpose other than performing this Purchase Order. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity.

21. **INDEMNIFICATION** - Seller, its parents and affiliates agrees to indemnify and hold harmless Buyer, officers, employees, agents and customers, from and against any and all claims or liability (other than liability solely due to the negligence of Buyer), including reasonable attorneys' fees, arising out of or resulting in any way from any defect in the GOODS provided hereunder or from any act or omission of Seller, its agents, employees or subcontractors, including but not limited to:

- a. the negligence or willful misconduct of the Seller, its agents, or employees,
- b. any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Seller for wages and benefits, which occur in connection with the performance by Seller, and alleged violation or infringement of any third party's patent, copyright, trademark, trade secret or any other proprietary rights, unless the GOODS are of Buyer's design or formulas. Seller's obligation to indemnify Buyer shall survive the expiration or termination of the Purchase Order by either party for any reason.

22. **COMPLIANCE WITH LAWS** - In addition, Seller shall comply, and the GOODS comply and/or be performed in compliance with all applicable federal, state and local laws, ordinances, orders, rules, actions, regulations and industry standards. Seller agrees to indemnify and save Buyer harmless from and against any liability or damages, including attorneys' fees, for noncompliance therewith by Seller.

23. **GOVERNING LAW** - The Purchase Order and the rights of the parties hereunder is governed by and construed under the laws of the state of New York.

24. **LIMITATION ON LIABILITY/STATUTE OF LIMITATIONS** - BUYER SHALL NOT BE LIABLE FOR LOST PROFITS, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PENALTIES OF ANY KIND. BUYER'S LIABILITY ON ANY CLAIM ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS ORDER OR FROM PERFORMANCE OR BREACH HEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE G&S OR UNIT THEREOF GIVING RISE TO THE CLAIM. SELLER MUST COMMENCE ANY ACTION AGAINST BUYER ARISING FROM THIS ORDER WITHIN ONE YEAR FROM DATE THE CAUSE OF ACTION ACCRUES.

25. **ASSIGNMENT** - Seller may not assign any of its rights under this Purchase Order. Any assignment without Buyer's written approval will be void at the option of the Buyer.

26. **SEVERABILITY** - If any provision of Purchase Order is found to be illegal or unenforceable, the remaining provisions shall remain in full force and effect.

27. **SCRAP AND ALLOWANCE** - Seller shall be accountable for all Buyer furnished material and material generated as a result of Seller's manufacturing error shall be at Seller's expense. Scrap allowance is 3% on furnished material. Material is defined as anything from Raw material (e.g. bar, plate, stock, etc.), through the completed items.

28. **ENTIRE AGREEMENT** - This Purchase Order contains the entire agreement of the parties relating to the purchase of GOODS, regardless of any inconsistent or additional terms in any other document, and supersedes all previous understandings, negotiations and proposals and may not be amended or discharged except in writing approved by both parties.
29. **OTHER SUPPLIER REQUIREMENTS** – Seller's performance will be controlled and monitored by Buyer. Dynatech requires its suppliers to *implement a quality management system, *retain documentation, including a 10 years of retention period and disposition requirements, *allow right of access by Dynatech, its customers, and regulatory authorities to the applicable documented information, at any level of the supply chain, *maintain acceptable On Time Delivery and Quality ratings,* determine competence of personnel,*ensure that Design and Development Control process is established, *ensure that employees are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.