



**POSITRONIC**<sup>®</sup>  
GLOBAL *Connector* SOLUTIONS

**POSITRONIC INTERCONNECTS PVT. LTD.**

*Sr. No. 51/2A/3 & 8, Off Mumbai Bangalore Highway • Narhe Pune 411 041 India*

*91 2469 9910/9114 • 91 2469 9383 fax • india@connectpositronic.com • www.connectpositronic.com*

**THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS**

1. Packing and Shipping - All items shall be suitably prepared and packed for shipment. Buyer will not allow extra charges for packing, cartage, or anything else unless stated in this order. Seller shall mark the number of this order on each container and enclose a packing slip with the order number in each container. Seller shall deliver invoices, shipping documents and copy of packing slip to Buyer on day shipment is made.
2. Delivery Schedule - Seller shall follow the delivery schedule shown on this order and shall not make deliveries later or substantially earlier than dates shown. If items are shipped substantially in advance of scheduled delivery dates, Buyer may return them at Seller's expense. If Seller exercises due care, Seller shall not be liable for delays in delivery due to causes beyond its reasonable control. If Seller does not adhere to the delivery schedule, Buyer may either agree to revised schedule or terminate this order without liability to Buyer.
3. Inspection - All items are subject to final inspection and approval of Buyer's plant or other place designated by Buyer in writing. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. Buyer may return rejected items at Seller's expense. Seller shall not replace items returned as defective unless so directed by Buyer in writing.
4. Changes - Buyer may make changes in the drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any item at any time. If such changes result in delay or an increase or decrease in expense to Seller, an equitable adjustment of price and delivery schedules will be made in an amendment to this order. The Buyer must approve any changes by Seller in prices, delivery dates, or other terms and conditions of the purchase.
5. Drawings, Specifications and Technical Information - Drawings, data, designs, inventions, and any other technical information supplied by buyer shall remain Buyer's property and shall be held in confidence by Seller. Such information shall not be reproduced, used and/or disclosed to others by Seller without Buyer's prior written consent. Upon completion of work by the Seller under this order, the Seller shall promptly return to the purchaser all drawings, specification, and other data or papers furnished by the Purchaser in connection herewith, together with all copies or reprints then in the Seller's possession or control, and the Seller shall thereafter make no further use either directly or indirectly of any such drawings, specifications, data or papers or of any information derived there from, without the Purchaser's prior written consent. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the items covered by this order shall be deemed to have been disclosed as part of the consideration for this order, and Seller shall not assert any claim (other than a claim for patent infringement against Buyer by reason of Buyer's use thereof).
6. Non-Conforming Product - Seller shall notify Buyer of non-conforming products prior to shipment, and submit sample for approval as needed. Buyer will authorize shipment of non-conforming product only after performing appropriate testing and evaluation.
7. Purchase Order Requirements- Applicable Buyer's purchase order requirements shall be passed down to sub-tier suppliers as part of Seller's purchase order.

---

*Connector Excellence*<sup>®</sup>

8. Overshipments - Overshipments not in excess of 10% or USD \$50.00, whichever is smaller, are authorized unless otherwise stated.
9. Cash Discount - Periods will be computed either from the date of delivery of the goods ordered, or the date of receipt of correct and proper invoices, prepared in accordance with terms of Buyer's order whichever date is later.
10. Buyer's Property - All tools, dies, jugs, patterns, equipment or material and other items purchased, furnished, charged to or paid for by Buyer and any replacement thereof, shall remain the property of Buyer. Such property shall be plainly marked "Property of Positronic, Inc" and shall be safely stored apart from other property. Seller shall not substitute other property for Buyer's property and shall not use such property except in filling Buyer's orders. Sellers shall hold such property at its own risk and upon Buyer's written request, shall redeliver the property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.
11. Taxes - Taxes of any nature, which are billed to Buyer, shall be stated separately in Seller's invoice.
12. Warranty - Seller warrants that all items shall be free from defects of material or workmanship, shall conform to drawings and specifications and shall be of merchantable quality and fit for the purpose for which purchased. Such warranties, together with all other service warrants and guarantees of Seller, shall run in favor of Buyer and its customers.
13. Assignment and Subcontracting - This order may not be assigned by Seller nor shall a subcontract be made with any other party for furnishing any of the completed or substantially completed articles, spare parts or work herein contracted for without the written approval of Buyer.
14. Patent Indemnity - To the extent the subject items are not manufactured pursuant to design specified by Buyer, Seller shall indemnify and hold Buyer and its agents and customers harmless from any loss, damage, or liability for infringement of Worldwide patent rights with respect to such items and shall at its own expense defend any action in which such infringement is alleged with respect to the manufacture, sale or use of such items delivered hereunder, provided Seller is duly notified as to suits against Buyer; and provided further Seller's indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred from the normal use for which the article was designed.
15. Termination - If Seller becomes insolvent, or makes an assignment for the benefit of its creditors, appoints a receiver, or if a petition in bankruptcy is filed by or with respect to Seller, Buyer may, by notice in writing, terminate this order without liability except for items already delivered. Buyer may terminate this order at any time by notice in writing to Seller. In such later event Buyer shall pay such cancellation charges as may be agreed upon; in the event of failure to reach such agreement, Buyer will be liable for such sum as may lawfully be owing to Seller on account of such termination. The provisions of this paragraph shall not limit or affect the right of the Buyer to terminate this order for the default of the Seller.
16. Compliance with Laws - Seller agrees to comply with all applicable laws, executive orders and regulations issued pursuant thereto, furnish certificates of compliance on request, indemnify Buyer against any loss, cost, liability or damage by reason of Seller's violation of this paragraph.