

COLONIAL CIRCUITS, INC.
STANDARD TERMS AND CONDITIONS
June 22, 2015

1. In General. The following Standard Terms and Conditions (the "Terms") govern all transactions and dealings between Colonial Circuits, Inc. ("CC") and any person or entity for whom CC provides products or renders services ("Buyer"). All transactions are limited to and expressly conditioned on Buyer's acceptance of these Terms. CC specifically rejects any additional or different terms or the deletion of any of these Terms by Buyer, unless such change is set forth in a writing drafted specifically to modify these Terms, which writing identifies any revision as a change to these Terms and is executed in advance by a duly authorized officer of CC. By placing a purchase order with CC, entering into a written agreement with CC or accepting CC products or services, Buyer agrees to be bound by these Terms with respect to all sales of products or services by CC to Buyer. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's general terms and conditions of purchase and does not serve to modify or amend these Terms.

2. Quotations; Prices; Cancellation. Quotations are valid and firm for thirty (30) days unless otherwise stated. If prices should be increased by CC before delivery of the goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by CC on the basis of such increased prices. Prices are exclusive of all shipping and insurance costs and all sales, use or other excise tax, however designated, which are the sole responsibility of Buyer. Any such tax CC may be required to collect or pay upon the sale or delivery of Products shall be paid by Buyer to CC upon invoice. Buyer may not cancel its order or any part thereof, unless CC has received written notice of the cancellation prior to the shipping date last agreed upon by CC for the order or the portion thereof being cancelled and such cancellation has been agreed to in writing by CC's authorized representative. In the event of cancellation by Buyer, Buyer shall reimburse CC for all costs and expenditures made or committed to be made by CC as a result of Buyer's order, as well as reasonable overhead costs and profits lost because of such cancellation.

3. General. New part orders require Gerber data, fabrication drawings, and a purchase order by 10:00 am of day one for standard delivery and by 8:30 am EST for premium delivery. When obsolete Military and IPC specifications are documented requirements with no cross reference replacements, CC will substitute the following, unless otherwise specified at time of order placement: IPC-2221 substituted for MIL-STD-275, and IPC-4101 substituted for MIL-P-13949. All products are manufactured, inspected and certified to the latest revision of Military and IPC documents unless stated otherwise. Product requiring MIL-P-55110 or MIL-P-50884 will be manufactured, tested and certified to Appendix B when no appendix is specified. All Military product will be electrically tested on flying probe testers using 3-D adjacency, default setting .060," unless fixture testing is specifically requested. If soldermask is required, pricing assumes liquid photo imagable over bare copper, unless otherwise specified.

4. Release and Hold Harmless. Buyer agrees to release, indemnify, hold harmless and defend CC and its affiliates, subsidiaries, employees and agents from and against any and all claims, causes of action, suits, complaints, demands, liabilities, damages, losses, debts, costs and expenses of every kind and character (including, but not limited to, actual attorneys' fees and costs incurred in defending any such actions or to recover such losses) arising directly or indirectly out of (i) deployment, use or misuse of any products or services provided by CC, including any claims for bodily or personal injury, death, or damage to or loss of property; or (ii) Buyer's breach of any provision of these Terms. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of any products or services provided by CC. CC is not liable for any failure of any products provided to perform, and CC is not liable for any claims made by any third party or by Buyer for or on behalf of a third party.

5. Ownership of Intellectual Property and CC Products. Buyer acknowledges and agrees that CC is and shall remain the sole owner of (i) all patents, patentable inventions, discoveries and processes, copyrights, trademarks and trade secrets and other intellectual property comprising the products it provides; and (ii) all products manufactured by CC in connection with Buyer's order.

6. Information Disclosed By CC. Any knowledge or information that CC has disclosed or may hereafter disclose to Buyer, or which may hereafter be acquired by Buyer, in connection with CC's goods or services, shall be deemed to be confidential or proprietary information of CC and shall not be disclosed by Buyer. Any technical advice or

recommendation made by CC concerning the goods is intended for use by persons having appropriate skill, know-how, and judgment in the selection, uses, and applications of such goods. Buyer represents that it is not relying upon such technical advice or recommendations, nor the skill or judgment of CC, in selecting suitable goods for Buyer's use or application.

7. LIMITED WARRANTY. CC MAKES NO WARRANTY EXCEPT THAT PRODUCTS WILL MATCH THE BUYER'S WRITTEN SPECIFICATIONS AND BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP WITHIN INDUSTRY TOLERANCES. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL PRODUCTS AND SERVICES PROVIDED BY CC TO BUYER ARE PROVIDED BY CC "AS IS" AND WITH ALL FAULTS. EXCEPT AS PROVIDED IN THIS SECTION 7, CC HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED TO BUYER, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY AGAINST PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

8. LIMITATION OF REMEDIES. BUYER'S SOLE REMEDIES FOR CC'S LIABILITY OF ANY KIND (WHETHER IN CONTRACT, TORT, IN NEGLIGENCE OR OTHERWISE) WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD TO BUYER AND ANY OTHER PERFORMANCE BY CC PURSUANT TO SUCH SALE SHALL BE LIMITED TO REPLACEMENT OF DEFECTIVE PRODUCTS OR A REFUND OR CREDIT OF THE PRICE PREVIOUSLY PAID TO CC FOR SUCH PRODUCTS OR SERVICES, TO BE DETERMINED AT CC'S SOLE DISCRETION; PROVIDED, NEITHER REPLACEMENT NOR REFUND WILL BE AVAILABLE FOR ANY GOODS THAT HAVE BEEN INCORPORATED INTO PRODUCTS MANUFACTURED BY BUYER. FAILURE OF BUYER TO SUBMIT ANY CLAIM HEREUNDER WITHIN THIRTY (30) DAYS FOLLOWING SHIPMENT OF GOODS BY CC SHALL CONSTITUTE ACCEPTANCE BY BUYER THAT SUCH GOODS ARE IN EVERY RESPECT AS WARRANTED AND SHALL RELEASE CC FROM ANY AND ALL CLAIMS BY BUYER. CC'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED BY CC SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CC BY BUYER FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT WILL CC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED HEREIN.

9. Delivery, Title, and Risk of Loss. Delivery will be F.O.B. Fredericksburg, Virginia. Title to products and risk of loss shall pass to Buyer upon delivery of the products by CC to carrier at CC's shipping facility. CC may make partial delivery of Buyer's order without liability for any failure of performance which may result therefrom. Each delivery shall stand as a separate sale and is subject to credit arrangements to the satisfaction of CC, or to payment in cash. If payments are not made in accordance with such arrangement, or if at any time CC in its judgment determines that Buyer's credit standing has been impaired, CC may withhold delivery of any goods until cash or credit arrangements satisfactory to CC have been established. All delivery dates specified by CC are approximate.

10. Force Majeure. CC shall not be liable for any damages or penalty for delay in performance of its obligations hereunder or failure to give notice of delay when such delay is due to any cause beyond its reasonable control.

11. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under these Terms or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. CC may terminate the order if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

Miscellaneous. The validity, construction and enforceability of these Terms shall be governed in all respects by the law of the United States and the Commonwealth of Virginia. Any claim, cause of action or proceeding arising from these Terms or the conduct of the parties hereunder shall be commenced and maintained solely in a federal or state court of competent subject matter jurisdiction within the County of Stafford, Virginia, and Buyer irrevocably consents to personal jurisdiction and venue in any such court. The prevailing party in any action arising from these Terms shall be entitled, in addition to all other remedies, to recover from the other its reasonable attorney's fees and costs. Waiver of any breach or failure to enforce any term of these Terms shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. If any provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms or invalidate or render unenforceable such provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms.

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