



SOUTHWEST ELECTRONIC HARDWARE, INC.
STANDARD CUSTOMER TERMS AND CONDITIONS

1. TERMS, PAYMENTS, INTEREST AND CREDIT: Southwest Electronic Hardware, Inc. (Seller") and the Buyer ("Buyer") named on the reverse side hereof acknowledge that this sales order and invoice ("Agreement") is a contract for the type and quality of goods, and at the price, described on the reverse side hereof. The purchase price for goods, freight and applicable tax will be paid in full within 30 days of invoice date in United States currency at the Seller's address or on such other terms as Seller shall specify prior to shipment. Seller may apply any payment received from Buyer against any obligation of the Buyer' to Seller, regardless of any statement appearing on or referring to any check or other form of payment, without discharging Buyer's liability for any other amounts Buyer owes Seller; and Seller's acceptance of such item shall not be a waiver of Seller's right to collect any remaining balance. Time of payment is of the essence. Interest at the rate of the lesser of the highest rate permitted by law or 1.5% per month shall be charged and payable on the past due balances. All items shall be subject to a 100% restocking charge.

2. CONDITION: Seller hereby certifies that the items subject to this agreement are in conformity with all current governmental requirements and the specifications of the respective manufacturers. IF ANY PART IS DEFECTIVE IN MATERIAL OR WORKMANSHIP, SELLER WILL REPLACE SUCH PART, PROVIDED THAT A CLAIM IS MADE BY BUYER WITHIN THIRTY (30) DAYS OF BUYER'S RECEIPT THEREOF. THE LIABILITY OF SELLER IS EXPRESSLY LIMITED TO SUCH REPLACEMENT. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER, INCLUDING BUT NOT LIMITED TO: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE, OR (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR; (i) DAMAGE TO PROPERTY, DEATH OR BODILY INJURY, (ii) ANY LIABILITY OF BUYER TO ANY THIRD PARTY, OR (iii) ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY FOR OR ARISING IN CONNECTION WITH ANY PART EXCEED THE PURCHASE PRICE OF SUCH PART. THERE ARE NO IMPLIED WARRANTIES OF ANY TYPE, AND SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. DELIVERIES; FORCE MAJEURE: Acceptance of delivery shall constitute a bar to a claim of late delivery. Goods shall be prepared and packed in accordance with Seller's normal commercial practices. In the event Seller's performance is prevented or delayed by Acts of God, fire, strikes, labor disputes, accidents, mechanical failure, failure of usual sources of supply, or any other causes beyond the Seller's reasonable control, Seller shall not be liable to the Buyer, and shall be entitled to delay any shipments or cancel this Agreement, with Buyer remaining liable for goods and/or services already delivered.

4. TAXES AND GOVERNMENTAL AUTHORIZATIONS: In addition to the price for goods delivered under this Agreement, Buyer shall pay Seller, upon demand, or furnish Seller evidence of exemption therefrom, any taxes, duties, fees, charges or assessments of any nature (but excluding any income taxes), legally assessed or levied by any governmental authority against Seller or its employees as a result of any sale, delivery, transfer, use, export, import or possession of such goods or otherwise in connection with this Agreement. Buyer shall be responsible for timely obtaining any required governmental authorizations, including import licenses, export licenses and exchange permits. Seller shall not be liable if any governmental authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of any of its obligations to Seller. Buyer shall comply with all applicable provisions of the law in connection with the goods provided in connection with this Agreement.

5. HOLD HARMLESS: Buyer agrees to indemnify Seller and hold Seller harmless against any and all damage, loss, liability, cost or expense that Seller may sustain (including, without limitation reasonable attorney's fees and expenses) resulting from, arising out of, or relating to, directly or indirectly, this Agreement, or Buyer's activities or contractual relationships with third parties with respect to this Agreement or the goods and/or services covered hereby; *provided, however*, this indemnity shall not apply to claims caused by the gross negligence or willful misconduct of Seller.

6. SUPERSEDING OR CONFLICTING AGREEMENTS: This Agreement and any written agreement between Seller and Buyer which have been signed by an authorized representative of Seller are the only terms and conditions applicable to the sale of the products covered hereby and are in lieu of any and all terms and conditions appearing on the face or reverse side of any purchase order or any other document submitted by Buyer; terms and conditions contained in any purchase order which are different from or in addition to the terms and conditions of this Agreement shall not be binding on the Seller, whether or not they would materially alter the Agreement, and Seller hereby objects thereto. This Agreement supersedes all previous agreements and understandings (and all existing and future purchase orders, agreements or understandings) with respect to the goods and/or services covered hereby, whether written or oral (unless a subsequent written agreement expressly referring to this Agreement expressly modifies the terms hereof). By receiving delivery of the goods and/or services covered by this Agreement, Buyer expressly assents to the terms and conditions of this Agreement. To the extent this Agreement conflicts with any term or condition of any written agreement heretofore or concurrently provided by Seller to Buyer or executed by Buyer and Seller, that agreement will govern.

7. GENERAL: This Agreement may not be assigned, modified or cancelled by Buyer without Seller's prior written consent. All notices of any kind under this Agreement shall be effective (i) when actually delivered (or attempted to be delivered if rejected) by certified mail or overnight courier to the parties' addresses set forth on the reverse side of this Agreement, or (ii) upon receipt thereof if sent by facsimile transmission to the parties' telecopier numbers if specified on the reverse side of this Agreement, provided such transmission is promptly confirmed by mail or courier as provided in clause (i) of this section. The failure or delay by Seller to enforce any right under this Agreement shall not be a waiver of such right or a waiver of any other right or provision under this Agreement, nor will any waiver constitute a continuing waiver, If a court of competent jurisdiction finds any provision of this Agreement, or any part of any section hereof, unenforceable, the unenforceability of that provision, or any part thereof, shall not affect the enforceability of the remaining provisions of this Agreement or such section. Except as required by law, Buyer agrees not to disclose or discuss any information relating hereto (including, but not limited to, price and terms) with or to any third party without Seller's prior written consent in each instance. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona without regard to conflicts of law principles thereunder. The courts of the State of Arizona in Maricopa County, Arizona or in the United States District Court for Arizona will have exclusive jurisdiction over any dispute arising under this Agreement and the Buyer hereby submits to the jurisdiction of such courts in any proceeding commenced by Seller against Buyer. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable costs, including, without limitation, attorney's fees and expenses. If Buyer is organized outside the United States, to the extent that the Buyer or any of its property is or becomes entitled to at any time to any immunity on the ground of sovereignty or otherwise from any legal action, suit or proceeding, or other legal process in any jurisdiction, Buyer for itself and its property does hereby irrevocably and unconditionally waive, and agrees not to assert, plead or claim, any such immunity with respect to its obligations, liabilities or any other matters resulting from or arising under or in connection with this Agreement for the subject matter hereof.