

MASTER TERMS AND CONDITIONS OF PURCHASE ORDER

1. SCOPE OF AGREEMENT; ORDERS. Any purchase order from an entity listed in Section 19 of these terms ("Buyer") is an offer by Buyer for the purchase of the goods identified on the face of the purchase order from the party to whom the purchase order is addressed ("Seller") in accordance with these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Agreement"). This Agreement, together with any documents incorporated herein by reference, shall apply to any sale or provision of goods by Seller to Buyer and/or between Buyer and Seller, including any sale in which Seller causes goods purchased by Buyer to be delivered to Buyer from a third-party without Seller ever having title to such goods. These Terms shall be incorporated by reference into all purchase orders issued by Buyer to Seller. Each contract for the purchase and sale of goods shall be initiated by Buyer's issuance to Seller of a purchase order, which may be transmitted to Seller by mail, facsimile transmission, or electronic mail. Any order from Buyer will not be binding on Buyer until Seller accepts the order in writing or starts to perform in accordance with the order. If Seller does not accept an order in writing or provide written notice that it has commenced performance within 30 days of Seller's receipt of the order, the applicable order will expire. Buyer may withdraw an order at any time before it is accepted by Seller. ALL PURCHASE ORDERS ARE EXPRESSLY LIMITED TO THE TERMS HEREOF AND OF EACH PURCHASE ORDER, AND ANY ADDITIONAL OR DIFFERENT TERMS ARE OBJECTED TO WITHOUT FURTHER NOTIFICATION BY SELLER OR BUYER. These Terms apply to any repaired or replacement goods provided by Seller hereunder. Buyer is not obligated to any minimum purchase or future purchase obligations under this Agreement.

2. QUANTITIES AND DELIVERY. Delivery of goods to the Buyer or its designee, as well as any related output or reports, shall be in accordance with the terms set forth in Buyer's purchase order, provided however that all shipments or deliveries shall be F.O.B. Destination. "Destination" as used herein shall mean the location identified in Buyer's purchase order. Title and Risk of Loss to and with respect to any goods sold by Buyer to Seller will pass from Seller to Buyer upon satisfactory delivery at Destination and Buyer's acceptance of the goods. Seller and Buyer acknowledge and agree that time shall be of the essence of this Agreement.

3. INVOICE AND PAYMENT. The purchase price for delivered and accepted goods shall be invoiced and paid Net Forty-Five (45) days from date of invoice. The purchase price shall include any and all import taxes and duties, and the costs of freight, insurance, other taxes, handling and all other similar costs. Seller warrants that the prices for the goods/services sold to Buyer under this Agreement are not less favorable than those currently extended to any other customer for similar goods in similar quantities and services in similar transactions. Buyer may pay the purchase price in cash, check or via credit/purchasing card. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement.

4. QUALITY AND INSPECTION. Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect such goods within a reasonable time after delivery, but such inspection does not relieve Seller of its obligations under this Agreement. Buyer shall have the right to reject any and all goods that are defective or nonconforming. Goods which are rejected as well as goods supplied early, late, in incorrect quantities or that are incorrectly labeled may be returned to Seller at its expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking, and reshipping such goods. If Buyer receives goods whose defects or nonconformities are not apparent on examination, Buyer reserves the right to require replacement of such goods, as well as payment of damages.

5. WARRANTY. SELLER EXPRESSLY WARRANTS TO BUYER THAT ALL GOODS COVERED BY THIS AGREEMENT SHALL CONFORM TO THE SPECIFICATIONS, DRAWINGS, DESIGNS, SAMPLES OR OTHER DESCRIPTION UPON WHICH ANY ORDER IS BASED, SHALL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP AND SHALL BE FREE OF ANY CLAIM OF ANY THIRD PARTY. SELLER WARRANTS THAT ALL SUCH GOODS SHALL CONFORM TO ANY STATEMENTS MADE ON THE CONTAINERS OR LABELS OR ADVERTISEMENTS FOR SUCH GOODS, AND THAT ANY GOODS WILL BE ADEQUATELY CONTAINED, PACKAGED, MARKED AND LABELED. INSPECTION, TEST, ACCEPTANCE OR USE OF THE GOODS FURNISHED HEREUNDER SHALL NOT AFFECT SELLER'S OBLIGATION UNDER THIS WARRANTY AND THIS WARRANTY SHALL SURVIVE INSPECTION, TEST ACCEPTANCE AND USE OF SUCH GOODS.

SELLER WARRANTS AND AGREES THAT ALL GOODS AND SPECIFICATIONS FURNISHED BY IT HEREUNDER AND THE USE THEREOF DO NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

SELLER SHALL TAKE ALL STEPS NECESSARY TO TRANSFER THIS WARRANTY TO BUYER'S ASSIGNS.

6. ASSIGNMENT/SUBCONTRACTING. Neither this Agreement nor any interest herein may be assigned or subcontracted by Seller without the prior written consent of Buyer.

7. COMPLIANCE WITH LAWS. Seller represents and warrants to Buyer that it is in compliance with all relevant laws and regulations and that the goods to be provided hereunder will be manufactured and provided in compliance with all relevant laws and regulations, including without limitation, all laws and regulations relating to protection of the environment, public and employee health and safety, employee hiring and equal opportunity and applicable licensure, permitting, etc. as may be required. Seller shall comply with all applicable occupational health and safety laws, regulation and rule, included those of the Buyer, when making delivery of good and when on Buyer's property or the property of any of its projects. Seller shall also comply with any applicable FAR or DFAR required to be flowed down to Seller and such requirements are hereby incorporated by reference as applicable depending on contract type and size.

8. TERMINATION AND CANCELLATION.

a) Buyer with thirty (30) days' advance written notice to Seller may terminate this Agreement and any purchase order for the sole convenience of Buyer with respect to any or all portion of the goods not delivered at the time notice of such termination is given to Seller. In the event Buyer gives such notice, Seller shall immediately stop all work hereunder in accordance with the terms of such notice, and shall immediately cause any of its suppliers or subcontractors to cease related work.

b) Without limiting the foregoing, Buyer may terminate this Agreement and any purchase order immediately if Seller becomes insolvent, fails to pay its bills as due or makes an assignment for the benefit of its creditors. Buyer may also terminate this Agreement immediately if Seller fails to perform any of its obligations under this Agreement.

c) In the event Buyer's contract with any project owner, for which Seller was supply goods, is canceled, Buyer may cancel any and all purchase orders without recourse by the Seller.

9. INCONSISTENT TERMS. Terms of this Agreement shall govern over terms on Seller's quotation or any other document.

10. INDEMNITY. Seller agrees to protect, defend, hold harmless and indemnify Buyer, its officers, directors, employees, agents, customers, and invitees from and against any and all claims, actions, liabilities, losses, costs, damages, penalties, fines, and expenses, including reasonable attorneys' fees and professional fees and costs, and the cost of enforcing any right to indemnification hereunder arising out of or related to (a) any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in any good(s) sold or provided by Seller to Buyer, whether latent or patent, including without limitation actual or alleged improper construction or design of such goods except to the extent solely and directly attributable to materials, designs or specifications provided by Buyer, (b) the failure of such goods to comply with specifications or with any express or implied warranties of Seller, (c) any breach of the terms of this Agreement or any actual or alleged violation in connection with such goods or the manufacture, possession, use or sale thereof, of any law, statute or ordinance or any governmental administrative order, rule or regulation, or (d) any action or inaction of Seller, its employees, agents, subcontractors, etc. in any way related to Seller's performance or obligations under this Agreement or otherwise.

11. STATUS OF PARTIES; INSURANCE. All goods furnished and services rendered by Seller hereunder shall be by Seller as an independent contractor, and this Agreement does not create a joint venture, partnership, or an employer-employee relationship between Buyer and Seller. Seller shall obtain and maintain, at its expense, all necessary insurance coverage, including without limitation, public liability, product liability, auto and workers' compensation insurance.

12. RESPONSIBILITY FOR DAMAGE. Seller shall repair and restore to its original condition any equipment, materials, items, premises, or other property damaged in any way by the goods delivered by Seller hereunder or Seller's operations. Seller shall be entirely responsible for any loss or damage to its own equipment, materials, items, premises, or property, unless directly caused by the Buyer or those for who it is legally responsible.

13. COMPLETE AGREEMENT; SEVERABILITY. This Agreement, any attachments, exhibits or schedules hereto, all related purchase order and any items incorporated herein or therein by reference, contain the entire agreement between Buyer and Seller, and no other agreement or understanding purporting to add to or modify the terms and conditions hereof shall be binding upon Buyer unless agreed to by Buyer in writing on or subsequent to the date of this Agreement. The invalidity, illegality, or

unenforceability in whole or in part of any term or condition of this Agreement shall not affect the validity, legality, or enforceability of any other parts of this Agreement.

14. APPLICABLE LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of Texas, without regard to application of conflicts of laws principles that would require the application of any other law. Seller irrevocably consents to the venue of the state courts in the City of Austin, Texas. In the event Buyer must initiate an action to enforce its rights hereunder, Buyer shall be entitled to its court costs, reasonable attorney's fees and opinion witness' fees incurred in bringing such action.

15. SURVIVAL. The termination of this Agreement or any purchase order shall not in any way affect any obligations under this Agreement which are expressly stated herein to be continuing or are by their nature continuing.

16. MSDS. Prior to delivery of any hazardous goods or goods for which a material safety data sheet (MSDS) exists, Seller shall submit to Buyer a current and accurate copy of the MSDS for the goods in questions.

17. SELLER'S SERVICES. In the event Seller's services are required to install or start up any of Seller's provided goods, Seller shall provide such services at no additional costs to Buyer, unless otherwise agreed in writing.

18. AUTHORITY. Seller's representative who signs the purchase order certifies that he/she has read this complete Agreement, understands its contents, and has full authority to bind and does hereby bind Seller.

19. BUYER ENTITIES. These Terms shall apply to any purchase order issued by the following entities:

- a) Virtex Enterprises LP, d/b/a Circuit Technology LLC
6A Continental Boulevard
Merrimack, NH 03054, USA
- b) Virtex PPI Time Zero Inc., d/b/a Virtex
11 Madison Road
Fairfield, NJ 07004, USA
- c) Plano Acquisition LLC, d/b/a Virtex
2801 E Plano Pkwy
Plano, TX 75074, USA
- d) MTI Electronics, LLC, d/b/a Virtex
W133N5139, Campbell Dr
Menomonee Falls, WI 53051, USA
- e) Altron LLC d/b/a Virtex
6700 Bunker Lake Blvd NW
Anoka, MN 55303, USA
- f) PPI/Time Zero, Inc., d/b/a Virtex
1400 Providence Highway, Building 2
Norwood, MA 02062, USA