

**1. GENERAL/ACCEPTANCE** – The order (includes all documents incorporated by reference therein) is the exclusive agreement between the parties for the supplies/services. Any additional or different terms proposed by the buyer are objected to and are hereby rejected unless the same shall be accepted in writing by Bren-Tronics.

**2. COMPLIANCE WITH LAWS AND REGULATIONS** – (a) Buyer shall comply with any applicable laws, Executive Orders, or regulations. (b) Buyer agrees to indemnify Bren-Tronics against any loss, cost, liability or damage by reason of Buyer's violation of any applicable law, Executive Order, or regulation.

**3. WARRANTY** – Bren-Tronics warrants each of its products to be free from defects in material and workmanship under normal use and storage; our obligation under this warranty being limited at Bren-Tronics sole discretion to the repair or replacement, at our factory, of any product returned intact within one year of date of shipment and which upon its examination shall show to be thus defective. A simple email to [sales1@bren-tronics.com](mailto:sales1@bren-tronics.com) will begin the return authorization process.

**4. INDEMNITY** - Buyer will defend, indemnify and hold harmless Bren-Tronics and its affiliates and their officers, agents, employees, successors and assigns, against any claims, loss, damage or expenses including, without limitation, payment of direct, special, incidental and consequential damage and expense of defending claims, including attorney's fees. This duty to defend, indemnify and hold harmless extends to any suit, claim, judgment or demand that may arise out of or in connection with Buyer's performance or nonperformance of this purchase order issued by Bren-Tronics, out of Buyer breach of warranty, out of any patent infringement or misappropriation of trade secrets, or failure of buyer to pay royalties, or any other breach of Buyer's obligation hereunder, whether such claim or suit is based upon contract, warranty, strict liability in tort, negligence, or other legal theory and also extends not only to "third party claims" but also to any direct loss suffered by Bren-Tronics.

**5. DISPUTES** - Any dispute arising under this order which is not settled by agreement of the parties will be litigated in the state or federal courts of New York located in Suffolk County.

**6. PROTECTION OF INFORMATION** – Trade Secrets and proprietary information of Bren-Tronics (hereafter collectively referred to as "information") shall mean information disclosed to Buyer by Bren-Tronics in connection with this order which is either identified to Buyer as being proprietary or which is information that a reasonable person would understand to be such information. This paragraph is not intended to conflict with FAR 52.203-6, "Restrictions on Subcontractor Sales to the government."

**7. PROPERTY RIGHTS** – Any intellectual property, invention, discovery, proprietary information, maskwork, software, system, data or report resulting from the work performed under this order shall be the sole property of Bren-Tronics (unless otherwise previously agreed to in writing between the buyer and Bren-Tronics).

**8. CHOICE OF LAW** – This order will be constructed and interpreted according to United States Law. To the extent that the federal common law of government contracts is not applicable, the laws of New York shall apply.

**9. INTEGRATION AND MERGER** – This order contract constitutes the entire agreement between Bren-Tronics and Buyer, and supersedes all prior representations, agreements, understandings, and communications. No amendment or modification of this contract or a purchase order shall be binding upon Bren-Tronics unless it is set forth in a written instrument signed by authorized representatives of Bren-Tronics.

**10. FORCE MAJEURE** - Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, severe weather, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**11. ASSIGNMENTS AND SUBCONTRACTING** – Neither party may assign this Contract to any successor without prior written approval from Bren-Tronics.

**12. RIGHT TO ACCESS** – Bren-Tronics will have the right to authorize any access to any Bren-Tronics facility any Regulatory Agency involved in this order and to all applicable records.

**13. ADDITIONAL DOCUMENTATION** – Request for additional documentation such as a "Certificate of Origin" may incur additional charges.

**14. CANCELLATION / RESTOCKING FEES** – Unless agreed to in advance, any canceled order or any unused product returned within a 30 calendar period will incur a 15% restocking fee.

**15. END USER AGREEMENT** – Buyer validates that these goods will not be used for any purpose connected with chemical, biological or nuclear weapons or any other weapon of mass destruction, or missiles capable of delivering such weapons. The goods will not be re-exported or otherwise resold or transferred if it is known or suspected that they are intended or likely to be used for such purposes.