



**TERMS & CONDITIONS
C-I PURCHASE**

Except as specifically modified by the terms on the face of the applicable Purchase Order issued by Crosslink International, Inc. ("C-I"), the following terms and conditions of purchase (the "Terms and Conditions") shall control the purchase of products and/or services (individually a "Product" and collectively the "Products") from C-I to the seller of such Products (the "Seller"):

1. FORMATION OF CONTRACT:

The terms set forth in this purchase order are the sole terms for the purchase of goods and services by C-I, and shall apply to the exclusion of any additional or different terms contained in Seller's quotation, proposal or acknowledgement, or otherwise proposed by Seller. Seller's acceptance of these terms shall be conclusively presumed by Seller's shipment of the goods or performance of the services requested under this purchase order, or by Seller's return to C-I of an acknowledgement of this purchase order. Any contract made for the purchase of goods or services by C-I is conditional on Seller's assent to all of the terms stated in this purchase order. C-I objects to any additional or different terms stated by Seller in connection with this purchase order.

2. INVOICING; PAYMENT AND PRICE:

All invoices must show the purchase order number. Unless otherwise stated on the reverse, invoices for accepted goods and services will be paid within 30 days of receipt. Payment does not constitute acceptance of goods or services. The price stated on the contract shall not be increased unless specifically authorized in writing by issuance of a revised purchase order signed by C-I. Seller warrants that the prices charged C-I and stated on the contract are no higher than prices charged by Seller to others for similar goods or services in similar quantities and conditions.

3. TAXES:

No sales, use, excise or other taxes, whether federal, state or local, shall be added to the purchase price unless otherwise stated on the reverse side. International commercial terms (INCO) may include tax requirements; see Shipping and Delivery as necessary.

4. SHIPPING AND DELIVERY:

Seller must include a packing list with all shipments. Delivery shall be made in one shipment immediately, unless otherwise specified by C-I to Seller. Seller acknowledges that time is of the essence and Seller shall notify C-I immediately if Seller believes it cannot meet C-I's delivery requirements. C-I may from time to time change delivery



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schedules. C-I shall not be liable for payment for goods delivered in excess of the quantities or after the times specified in C-I's delivery instructions to Seller. Unless otherwise stated on the reverse side of this form, all shipments shall be F.O.B. C-I's plant and shall be made at Seller's expense and risk of loss. C-I shall have the right to instruct Seller on the method of shipment and packaging. No charges will be allowed for boxing, crating, packing, or other preparation for shipment.

5. INSPECTION OF GOODS; SAMPLES:

All goods and services described in this purchase order shall be subject to C-I's inspection and approval. C-I reserves the right to reject any nonconforming goods or services. Acceptance of any goods shall not relieve Seller from any of its other obligations under this purchase order. Seller shall provide samples in the amounts and at the times requested by C-I.

6. SELLER'S QUALITY CONTROL; INSPECTION OF SELLER:

Seller agrees to establish and maintain quality control procedures to satisfy the requirements of C-I and C-I's customers, including but not limited to all applicable automotive manufacturer and other automotive industry standards. C-I has the right to inspect Seller's plant periodically to determine Seller's compliance with applicable quality control standards.

7. SELLER'S WARRANTIES:

Seller expressly warrants to C-I, its customers and assigns, that all the goods and services provided under this purchase order will (a) conform to the specifications, drawings, samples, representations and other descriptions of the goods and services specified by C-I, or made by Seller, (b) will be of good material and workmanship, free from defects in material, design and workmanship, (c) will be merchantable and fit for the particular purposes of C-I and its customers (to the extent Seller is on notice of those purposes); and that any tooling or dies sold or provided by Seller to C-I will be capable of producing parts that are acceptable to C-I and its customers. These warranties shall be in addition to any other warranty stated in this purchase order or available to C-I under applicable law.

8. INDEMNIFICATION (GENERAL):

Seller shall indemnify and hold C-I and its agents harmless from any claims, liabilities and expenses, including but not limited to actual attorney fees, sustained by C-I or its agents and arising out of Seller's obligations under this purchase order, including but not limited to defects in any goods or services supplied by Seller, except for any claim, liability or expense arising solely from C-I's negligence.



9. INDEMNIFICATION (PATENTS):

Seller shall indemnify and hold C-I and its agents harmless from any claims, liabilities and expenses, including but not limited to actual attorney fees, sustained by C-I or its agents and arising out of any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition, in connection with the manufacture, sale or use of the goods or services sold pursuant to this purchase order, except for any claim, liability, or expense arising solely from Seller's compliance with specifications furnished by C-I.

10. CONFIDENTIALITY:

Seller agrees that any technical information that Seller discloses to C-I in connection with the goods and services covered by this purchase order is not confidential. Any technical information disclosed by C-I to Seller is confidential and Seller agrees not to use or disclose any such information (except as necessary to fulfill Seller's obligations under this purchase order) without prior written consent of C-I.

11. TOOLS AND EQUIPMENT:

Unless otherwise expressly provided on the reverse side, all facilities, tools, jigs, dies, fixtures, patterns and equipment furnished to Seller by C-I to perform the contract, or for which Seller has been reimbursed by C-I, shall remain the property of C-I. Seller shall maintain property damage insurance on that property covering the period when the property is in the Seller's possession and shall keep the property in reasonable repair. Seller shall return to C-I all property described in this section immediately upon completing the manufacture of the goods. All shipping charges for the property described in this paragraph shall be C-I's responsibility. Risk of loss during shipment shall be on C-I.

12. DEFECTIVE GOOD OR SERVICES:

If any of the goods or services fails to satisfy any warranty given by Seller or are otherwise unacceptable, Seller shall, if requested by C-I, promptly correct or replace the goods and services at Seller's expense. If Seller fails to promptly correct or replace the goods or services, or if Seller breaches any other duty under this purchase order or applicable law, C-I may (in addition to all other remedies available at law) cancel the order for those goods and services and may cancel all or any part of the balance of the contract evidenced by this purchase order and Seller shall promptly refund any payments made for the nonconforming goods and services together with interest on those amounts at the current prime lending rate at C-I's bank. If C-I elects to return nonconforming goods to Seller, Seller shall pay for all shipping plus reimburse C-I for its expenses relating to shipment, including but not limited to transportation charges and



labor for inspection, sorting, and reloading. The risk of loss on returned goods during shipment shall be on C-I.

13. TERMINATION:

C-I may terminate the contract evidenced by this purchase order at any time as to all or any part of the undelivered goods or services, for any reason. If Seller is not at fault, C-I agrees to pay termination charges limited to the cost of labor and materials for producing goods under this purchase order incurred by Seller prior to the time C-I notifies Seller of termination, less any net recovery to Seller on disposition or other use of the goods. Seller shall use its best efforts to mitigate its damages under this section.

14. C-I'S REMEDIES:

If Seller breaches any term in the contract evidenced by this purchase order, Seller agrees to reimburse C-I for all damages suffered, including but not limited to incidental, consequential and other damages, as well as lost profits. The remedies in this purchase order shall be cumulative and in addition to any other remedies allowed to C-I under applicable law. No waiver by C-I of any breach or remedy shall be a waiver of any other breach or remedy.

15. LIMITATION ON SELLER'S REMEDIES:

If C-I breaches any term in this purchase order. C-I shall not be liable for any incidental, consequential, indirect or any other special damages of Seller, including but not limited to lost profits or Seller's attorney fees. Any action against C-I arising out of this purchase order must be filed within one (1) year after the claim accrues.

16. COMPLIANCE WITH LAWS:

Seller warrants that it is and will remain in compliance with all federal, state and local laws, regulations and ordinances relating to Seller's ability to perform its obligations under this purchase order, including but not limited to the Fair Labor Standards Act in production of the goods and services, and Executive Order 11246 regarding equal employment standards.

17. SETOFF:

C-I has the right to deductions or setoffs of any sums due to C-I from Seller (whether or not arising from this purchase order) against any sums due to Seller from C-I (whether or not arising from this purchase order).

18. ASSIGNMENT:

Seller shall not assign its rights or delegate its duties under this purchase order without C-I's prior written consent.



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19. ENTIRE AGREEMENT AND AMENDMENT:

This purchase order contains all of the terms of the agreement between Seller and C-I with regard to its subject matter. The contract evidenced by this purchase order may be amended only by a writing signed by Seller and C-I.

20. BINDING EFFECT AND SEVERABILITY:

The invalidity of any term in this purchase order shall not affect the validity of any remaining term. If any term is determined to be over-broad and unenforceable, it shall nevertheless be enforced to the maximum extent permitted by law. The terms of the contract evidenced by this purchase order shall inure to the benefit of and be binding on the successors and assigns of the parties.

21. STATE LAW:

The sale of goods and services in accordance with this purchase order shall be governed in all respects by the laws of the State of Pennsylvania.

22. JURISDICTION AND VENUE:

Seller and C-I agree that any action arising out of the sale of goods or services in accordance with this purchase order will be brought, heard and decided in Bucks County, Pennsylvania.

23. ENVIRONMENTAL:

Goods or Services shall comply with ISO 14001 when applicable.