GENERAL TERMS & CONDITIONS

As used in these Terms and Conditions, which are incorporated in every Purchase Order issued by LNP, the term “Buyer” means LNP, and the term “Seller” means the party to whom LNP issues a Purchase Order. These Terms and Conditions constitute a binding Agreement, enforceable in courts of law or equity, upon acceptance of the Purchase Order by Seller. By accepting the Purchase Order, Seller agrees to be bound by these Terms and Conditions.

1. Price. The price set forth in the Purchase Order is firm. The price stated includes all packaging, transportation costs to the delivery location, insurance, fees, taxes, levies and the costs incurred in the manufacture and packing of the products.

2. Terms of Payment. Invoices must not be dated before the date of shipment. Buyer will have at least thirty (30) days to pay all invoices.

3. Attachments to Purchase Orders. Any documents referenced by Buyer in the body of the Purchase Order are incorporated by reference in the Purchase Order.

4. Change Orders. Buyer reserves the right at any time to issue a written Change Order to any Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order; (b) quantity of items ordered; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting the Purchase Order.

5. Termination. Buyer may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.

6. No Waiver. No waiver of any term, provision or condition of the Purchase Order or these Terms and Conditions, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver.

7. Assignment. Seller may not assign, transfer, or subcontract any Purchase Order or any right or obligation under any Purchase Order without Buyer’s written consent.

8. Packaging and Delivery. Seller shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. Buyer’s weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list.

9. Inspection. All goods and services furnished hereunder will be subject to inspection and test by Buyer at all times and places and will be subject to Buyer’s final inspection and approval within a reasonable time after delivery. It is the Seller’s responsibility to ensure that all product, assembly, material and process specifications reflect the latest Purchase Order with any Change Orders. If Seller delivers non-conforming goods, Buyer may at its option and at Seller’s expense: (i) reject and return the goods for credit or refund; (ii) require Seller to promptly correct or replace the goods; (iii) correct the goods; or (iv) obtain replacement goods from another source and receive “cover” reimbursement. Seller shall not redeliver corrected or rejected goods without disclosing the former rejection and requirement for correction. Seller shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer may reasonably direct. All costs, expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by equitable price reduction or credit against any amounts that may be owed to Seller. Payment for any goods or services shall not be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected goods or services.

10. Warranties. By accepting this Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer’s specifications, drawings, data, descriptions, promises, or samples, and that such goods will be fit for the Buyer’s intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon Buyer’s request, Seller shall furnish Buyer with a formal waiver or release of all liens. Seller warrants that goods or services covered by this Purchase Order shall not infringe any patent, design, copyright or trademark, of any third party, either directly or contributory. In the case where goods or a part thereof are held to constitute infringement and the use of the goods or a part thereof is enjoined, Seller shall, at the expense of Seller, either (a) procure for the Buyer the rights to continue using the goods, (b) replace the goods so that the goods become non-infringing, or (c) retake the goods and refund the purchase price and transportation and installation cost of the goods to Buyer. Seller’s warranties shall survive acceptance of the goods or services and payment therefore by Buyer. Where applicable, the Seller warrants that the goods covered by Purchase Order are in compliance with all laws, regulations, rules, and orders relating to the importation of goods into the United States, the exportation of goods out of the country of origin, and the transit of goods. Seller further warrants that it has obtained all permits, licenses, and certifications necessary for the goods to be shipped or exported out of the country of origin, imported in the United States, delivered to Buyer and used or sold in the United States.

11. Title, Risk of Loss. Title shall pass to Buyer upon Buyer’s acceptance of goods at destination. Risk of loss of all goods shall remain in Seller until acceptance by Buyer at destination.

12. Compliance with Laws. Seller and its designated manufacturing facilities must fully comply with all applicable national, international, and/or local laws and regulations, including, but not limited to, those related to labor, immigration, health and safety, and the environment. Seller must ensure the following: (a) All labor utilized in connection with providing Products to Buyer is voluntary. Slave, child, underage, forced, bonded, or indentured labor will not be tolerated. Seller shall not engage in or support trafficking in human beings. (b) Seller must implement hiring practices that accurately verify workers’ age and legal right to work. All terms and conditions of employment including, but not limited to, hiring, pay, training, promotion, termination, and retirement must meet or exceed legal requirements. (c) Seller must provide workers with a safe and healthy work environment, free of workplace hazards.

13. Confidentiality. Unless otherwise agreed by Buyer in writing, Seller shall keep confidential, and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with Seller’s performance or prepared by Seller specifically for Buyer, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information.

14. Resolution of Conflicts or Inconsistencies. It is Seller’s responsibility to comply with this Agreement and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the Purchase Order or invoice or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

15. Buyer’s Terms and Conditions Apply. Acknowledgment of the Purchase Order, shipment of any goods, commencement of work pursuant to the Purchase Order, or issuance of any invoice shall be deemed an acceptance of these Terms and Conditions. No modification of or release shall be binding unless agreed to in writing by the parties and specifically labeled as a modification or release. Unless specifically agreed to otherwise by Buyer and Seller, these Terms and Conditions supersede any submitted by Seller.

16. Extra Charges. No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by Buyer. All goods must be forwarded in accordance with Buyer’s shipping instructions, otherwise the difference in freight rate will be charged to Seller.

17. Substitutions. No substitution of materials or accessories may be made without written permission from Buyer, and all materials shall be new (not used) unless otherwise agreed in writing.

18. Cumulative Remedies. The remedies herein reserved to Buyer shall be cumulative, in addition to any other or further remedies provided in law or equity.

19. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, to which the parties hereby consent for jurisdiction. Any court action arising under this Agreement shall be venued in Orange County, California, U.S.A., in either federal or state court, as is appropriate.

20. Entire Agreement. Unless superseded by a specific signed agreement between Buyer and Seller, this Agreement shall include the Purchase Order and all attachments referenced in the Purchase Order or these Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representatives, with respect to the subject matter of this Agreement are hereby superseded. This Agreement may not be modified except by mutual written agreement of the parties.