STANDARD TERMS AND CONDITIONS OF PURCHASE

All purchases made by Optoplex Corporation ("Optoplex") to the seller ("Seller") are expressly conditioned on seller's acceptance of the following terms and conditions. These terms and conditions constitute the entire agreement between Optoplex and Seller ("Agreement") and supersede all previous negotiations, discussions and understandings, whether oral or written, between the parties with respect to the subject matter hereof. These terms and conditions may only be amended or waived by a written amendment signed by an authorized representative of Optoplex.

1. PRICES AND TAXES.
Acceptance of this Purchase Order constitutes a warranty that the prices shall be charged for articles or services ordered hereunder and are not subject to any further price changes to meet the quantity and delivery requirements. Optoplex shall receive the full benefit of all discounts, premiums and other allowances granted by Seller to its customers. In the event the prices for the materials during the term of this purchase order, Seller agrees to reduce the prices to Optoplex correspondingly. No price increases shall be effective unless agreed to in writing by Optoplex.

2. INVOICES AND PAYMENT TERMS.
Seller will submit invoices in duplicate showing the following information: Purchase Order number; item number; description of item; size of item; unit price; any applicable tax; extended total; and any other information specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. Payment of invoice will not constitute acceptance of goods and will not be subject to objection, or otherwise, nor in any way affect the rights of either party. The risk of loss or damage to the goods or their failure to meet the requirements of this Purchase Order may at any time be set off against any amount owed by Optoplex to Seller. In the event of default on any part of the terms of this Purchase Order, including but not limited to non-payment of an invoice, Seller will remain liable for the full amount thereof, to the extent such default is due to the fault or act of Seller.

3. SHIPMENT TERMS.
Unless otherwise provided in the Purchase Order, the products ordered hereunder will be delivered FOB destination, to Optoplex's designated facility and the risk of loss or damage to part shall be borne by the Seller. Title shall pass to Optoplex upon acceptance of the ordered products. Shipping costs will be borne by the Seller and shall be paid in advance. Any incurred loss or damage to materials shipped as specified above shall be the responsibility of the Seller, in accordance with Buyer's shipping instructions and published carrier's rules.

4. WARRANTY.
(a) Seller will warrant that all goods delivered (i) will be free from defects in workmanship, material, and manufacture, (ii) will comply with the requirements of the Purchase Order, including all drawings, specifications or other written communications specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. Payment of invoice will not constitute acceptance of goods and will not be subject to objection, or otherwise, nor in any way affect the rights of either party. The risk of loss or damage to the goods or their failure to meet the requirements of this Purchase Order may at any time be set off against any amount owed by Optoplex to Seller. In the event of default on any part of the terms of this Purchase Order, including but not limited to non-payment of an invoice, Seller will remain liable for the full amount thereof, to the extent such default is due to the fault or act of Seller.

5. INSPECTION AND ACCEPTANCE.
Notwithstanding the signature of the purchase or payment, all goods will be subject to final inspection and acceptance at Optoplex's ("Inspection") within 30 (thirty) days after delivery. In case any item is defective in workmanship, material, or manufacture, Optoplex will give notice to Seller of such defects in writing. Seller shall, at its own cost and expense, replace or repair such defective item within five (5) business days from receipt of such notice. If Seller fails to provide such replacement or repair within such time period, Optoplex may, in its discretion, remove the defective item from the Seller's facilities and charge Seller the cost of such replacement or repair.

6. CHANGE ORDERS.
(a) Optoplex may, in writing, order any increase or decrease in the ordered quantities, change the dates or make any changes in any of the orders or specifications of this Agreement, or any amendment to this Agreement. Such changes may be made at any time and from time to time. The Seller will have the right to reject any request for change in writing, at any time prior to delivery of any portion of the Goods, if the request is reasonable or for any reason specified by this Agreement. In the event of any changes to this Agreement, Seller shall not be entitled to any extension of the delivery date or other relief under law.

7. CANCELLATION FOR DEFAULT.
(a) If Seller fails to make any Product delivery or perform any services in accordance with the delivery schedule or specifications, Seller agrees to provide written notice to Optoplex of its cancellation of order and does not remedy such failure within thirty (30) days of Seller’s receipt of written notice thereof, or (b) Seller breaches any term or condition of this Agreement, Optoplex may, in its discretion, terminate this Agreement and take any other action in its discretion, including without limitation notice, such termination shall be in writing, and Optoplex may, in such instance, recover all amounts due and owing to Optoplex thereunder, the outstanding balance being due and payable immediately.

8. TERMINATION FOR CONVENIENCE.
(a) Optoplex may cancel for its convenience all or any part of the Purchase Order by written notice, in such amount as Optoplex shall determine, and Seller shall submit such claim for payment to Optoplex in accordance with the terms and conditions of this Agreement. Seller shall be solely responsible for, and shall compensate Optoplex for, any and all reasonable costs, fees, and damages sustained as a result of such cancellation by Seller.

9. RISK OF LOSS OR DAMAGE.
Notwithstanding any prior inspections and negotiations of the Shipping Terms noted herein, Seller will bear all risk of loss, damage or destruction to the Goods from the time they shall have been delivered to Optoplex, to the extent such risk is due to the fault or act of Seller.

10. WAIVER.
The waiver of the failure of Seller to enforce any of the provisions of the Purchase Order to exercise any action or option provided herein shall not be construed as a waiver of any rights hereunder or as a waiver of any other rights of Seller under this Agreement. Seller's failure to perform any of its obligations hereunder at any time shall not extend the time for performance of any other obligations hereunder or hereof, nor shall it affect the rights of Seller hereunder or hereof.

11. REMEDIES AND LIMITATION OF DAMAGES.
(a) Seller's remedies shall be in addition to and not in lieu of any remedies at law or in equity. IN NO EVENT SHALL OPTOLEX BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DEFENSE EXPENSES OR ANY COSTS BASED ON ANY CLAIM OF ANY THIRD PARTY FOR ANY BREACH OF THIS AGREEMENT. IN NO EVENT SHALL OPTOLEX BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DEFENSE EXPENSES OR ANY COSTS BASED ON ANY CLAIM OF ANY THIRD PARTY FOR ANY BREACH OF THIS AGREEMENT.

12. INFRINGEMENT, INDEMNIFICATION AND INSURANCE.
(a) Seller agrees to indemnify Optoplex, its agents, customers, successors, and assigns against any loss, damage, or liability (including costs of defense and reasonable attorneys' fees) for any infringement of any patent, copyright or trademark arising out of the use or sale of the goods by Optoplex, its agents or customers - provided, however, that Seller may only indemnify Seller of any suit, claim or demand involving such infringement and permit Seller to defend against or settle the same. If any infringement is found to exist, Seller agrees to procure for Optoplex, at Seller's expense, and in Seller's name, a replacement for, or equivalent to, the goods which are the subject of the claim.

13. NONDISCLOSURE OF CONFIDENTIAL DATA.
Seller shall not be required to disclose any information or trade secrets obtained by Seller in the course of its business relationship with Optoplex or its agents, employees, or contractors. To the extent that Seller discloses any information or trade secrets to Optoplex, Seller shall be required to sign an agreement with Optoplex that provides for the confidentiality of such information and the obligations of the Seller, and any such agreement shall be attached to this Agreement.

14. ASSIGNMENT.
Neither Optoplex nor Seller shall assign or transfer the rights or obligations under this Agreement without the prior written consent of Optoplex, and any purported assignment without such consent will be void. Seller may assign, in whole or in part, rights under the Purchase Order in connection with any business transaction, a transfer of all or substantially all of its assets to a transferor or to one or more of its affiliates.

15. DELAY.
Time is of the essence in this Agreement. Seller shall not make deliveries in advance of Optoplex's delivery schedule or in anticipation thereof. Seller agrees to notify Optoplex immediately of any matters or events which may delay delivery or affect its obligations hereunder. Upon receipt of such notice from Seller, Optoplex may, in its discretion, resign the Purchase Order, provided such resignation is made in writing at least thirty (30) days prior to the scheduled delivery date. In the event of such resignation, Seller shall be liable to Optoplex for all costs, including reasonable attorneys' fees and costs of any such action, and Seller shall be responsible for all damages sustained as a result of such resignation.

16. PATENT LICENSING.
Seller shall, as a part of the purchase price for the Goods, grant to Optoplex a nonexclusive, nontransferable, royalty-free license to use, sell, manufacture and/or distribute the Goods. Such license shall be nonassignable to any third party without the consent of Seller.

17. APPLICABLE LAW.
This Purchase Order shall be governed by the laws of the State of California.