

DEALER CHANNEL PARTNER AGREEMENT

This Agreement sets forth the general terms and conditions mutually agreed upon by Atlona and Channel Partner for the purchase and resale of certain Atlona products (the “Products”) by Channel Partner.

In exchange for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Appointment and Acceptance.

- (a) Subject to the terms and conditions of this Agreement, Atlona grants to Channel Partner and Channel Partner accepts, the non-exclusive right to purchase, promote and resell the Products during the Term of this Agreement directly to end users only and not to other resellers or distributors.
- (b) Channel Partner acknowledges that its appointment under this Agreement is non-exclusive only. Atlona reserves the right to appoint other Channel Partners, distributors, and/or resellers for any Products, or to make direct sales of any Products worldwide without restriction, notice or liability.

2. Orders and Acceptance.

- (a) No order shall be binding upon Atlona until accepted by Atlona. Acceptance may be by either written acknowledgement or shipment. This Agreement shall govern all Channel Partner orders, and nothing contained in Channel Partner’s purchase orders or other communications shall in any way modify this Agreement.
- (b) Delivery terms are FOB Destination and title and risk of loss shall transfer to Channel Partner in accordance with such delivery terms. Subject to any shipping discounts that may be available to Channel Partner at Atlona’s discretion and as further described on the Channel Partner portal at www.atlona.com, Channel Partner is responsible for all costs and expenses related to sales taxes, duties, customs, and insurance.
- (c) Atlona shall endeavor to make deliveries within a reasonable time in accordance with orders accepted from Channel Partner. Atlona shall not be liable to Channel Partner, or any third party, or failing to deliver an order or failing to meet a delivery date.

3. Channel Partner Obligations. During the Term of this Agreement, Channel Partner agrees:

- (a) Channel Partner must meet a minimum annualized purchase run rate of \$24,000, progress to target measured every 3 months. In the event the rolling average quarterly run rate falls below the projected rate to achieve the minimum annual rate, the Channel Partner shall forfeit Channel Partner status. The Channel Partner may petition for reinstatement once they achieve the minimum annualized purchase requirements.
- (b) Channel Partner and its staff shall be reasonably familiar with the technical terminology conventional to Products in general, and shall possess reasonable knowledge concerning the Products and their specifications.
- (c) Channel Partner shall conduct appropriate sales and installation training of its personnel to ensure that such knowledge is imparted to them and shall cooperate in any product education programs that Atlona may establish. Channel Partner shall bear all expenses of such training. Channel Partner’s sales personnel shall be familiar with information concerning the Products so that they are in a position to respond to consumer questions or comments concerning methods of setting up the products so as to maximize performance, including special adjustments which may be made to satisfy particular requirements and necessary precautions for prolonging the useful life of the Products and to recommend other products which will be most compatible and have interface with the Products.
- (d) Channel Partner shall consistently encourage the purchase of Products by Channel Partner’s customers to the best of its ability, and shall at all times represent the Products fairly in comparison with competitive products of other manufacturers. If a consumer inquires about a competitive product having features and/or specifications similar to a Product, Channel Partner shall offer to describe and demonstrate the comparable Products so that consumer can enjoy a full range of choice.
- (e) Channel Partner shall comply with all applicable federal, state, local and foreign laws and regulations in performing its duties under this Agreement and in any of its dealings with respect to Atlona.
- (f) Channel Partner shall be solely responsible for all of its employees, agents, and contractors; including without limitation all labor costs and expenses.
- (g) Channel Partner shall bear all costs of, and all liabilities related to its performance of this Agreement, including (but not limited to) the payment of commission or other compensation to its sales representatives.
- (h) Following execution of this Agreement and prior to placing the first order with Atlona, in the event Channel Partner is based in California or will be drop shipping Products to customers or end users in California, Channel Partner shall provide to Atlona a fully completed and signed California Resale Certificate, a form of which is attached hereto as Exhibit A. Failure to provide a California Resale Certificate (BOE230) may result in delayed shipments, rejection of orders, and/or the closure of Channel Partner’s account.

- (i) Product returns are subject to prior approval, inspection and acceptance. Channel Partner must contact Atlona's office for approval and for a return authorization number. All returns are subject to restocking charge plus the cost of refurbishing, repairing and repackaging as necessary. Atlona's RMA and Return Policy is attached to this agreement.
 - (j) Atlona may offer various incentives to a Channel Partner, including but not limited to various incentives for Channel Partners that have an active display of at least one performing model of Atlona's Products. Channel Partner hereby agrees to meet Atlona's minimum requirements annually in order to qualify for any incentive program given. Required minimum annual sales volume will be determined at time of program offer. If Channel Partner fails to qualify for the program already received, Atlona may, at its discretion, adjust any incentives given accordingly. Account will be evaluated each year and appropriate new program may be offered.
 - (k) Channel Partner agrees and represents that it will not make representations, warranties, agreements or arrangements related to the Products that exceed the limited warranties and/or are inconsistent with the other terms and conditions of this Agreement. Other than as permitted hereunder, Channel Partner shall refrain from (1) entering into any agreement or arrangement with any third party which imposes any legal obligation or liability of any kind whatsoever on Atlona, (2) signing Atlona's name to any commercial paper, contract or other instrument, or (3) incurring any debt to a third party payable by Atlona.
4. Price and Standard Terms and Conditions of Sale. During the term of this agreement, Channel partner agrees;
- (a) Channel Partner acknowledges the Standard Terms and Conditions of Sale (Exhibit A) apply to all transactions.
 - (b) Applicable price list will be provided by Atlona's account managers on a quarterly basis and can also be downloaded from Channel Partner portal on www.atlona.com. The price list is exclusive of applicable state and local use, sales and property taxes and duties. Channel Partner is responsible for all taxes and duties incurred as a result of the purchase of Products. All applicable taxes will be included on Channel Partner's invoice unless Channel Partner provides Atlona with a valid reseller exemption certificate for the applicable taxing jurisdiction. Atlona may change the prices of its Products at any time during the Term of this Agreement.
5. Incentive Program. The Channel Partner has the opportunity to participate in Atlona sponsored incentive programs and other offerings. These incentive programs and offerings are defined in the Atlona Advantage Direct Dealer Program Booklet. Atlona, at its sole discretion, reserves the right to change the terms and conditions contained within aforementioned document at any time, without any advanced notice.
6. Intellectual Property Rights and Confidential Information.
- (a) During the Term of this Agreement, Atlona grants Channel Partner a non-exclusive, non-transferrable, limited license to use those trademarks, service marks, and trade names ("Trademarks") used on or in conjunction with the Products solely in connection with the marketing and sales of such Products, in accordance with Atlona's then-current Trademark usage policies. Channel Partner shall not remove, alter or obscure any copyright notices, trademarks or other proprietary markings on the Products, documentation or other materials related to the Products. Upon notice from Atlona, Channel Partner shall discontinue use of any Trademarks.
 - (b) Atlona retains all proprietary rights, including any patent rights, trade secret rights, copyrights and Trademark rights in and to any data, records, processes, models, samples, software in both source and object code, designs, engineering details, schematics, specifications, drawings and other documentation pertaining to the Products, together with non-public information such as that relating to suppliers, sources of manufacture, service information, product program schedules, project plans, current or future business plans, financial projections, business correspondence and such other similar non-public information, as well as any information marked by Atlona as "confidential" (collectively, the "Proprietary Information"), which are provided to the Channel Partner pursuant to this Agreement. Channel Partner acknowledges and agrees that Channel Partner has no proprietary rights by virtue of this Agreement, except those contractual rights that are expressly set forth herein. Proprietary Information that Atlona may furnish to Channel Partner shall be in Channel Partner's possession pursuant only to a restrictive, non-transferable, non-exclusive license under which Channel Partner may use such Proprietary Information solely for the purposes of marketing, selling, operating or repairing the Products and for no other purpose. Channel Partner shall not, without the express written consent of Atlona provide, disclose, transfer or otherwise make available any Proprietary Information, or copies thereof to any third party. Channel Partner agrees to protect the Proprietary Information with at least the same standard of care that it uses to protect its own information of similar importance.
 - (c) During the term of this Agreement, Atlona may disclose Confidential Information to Channel Partner. "Confidential Information" means any information, including any Proprietary Information, provided to Channel Partner by Atlona pursuant to this Agreement and/or the Program Letter by and between Channel Partner and Atlona, that Channel Partner has been informed or has a reasonable basis to believe is confidential to Atlona, including but not limited to, ideas, programs, data, systems configurations, reports, projections, initiatives, Program Specifics set forth in the Program Letter, or other business or technical information. Such Confidential Information generally shall be designated in writing to be confidential or proprietary, or if disclosed orally, shall be summarized and confirmed in writing within thirty (30) days as being confidential or proprietary,

except however, all technical information related to the Products shall be deemed to be Confidential Information of Atlona without any need for marking as confidential or proprietary. Channel Partner acknowledges and agrees that Channel Partner will use its best efforts to protect the Confidential Information and all Proprietary Information, and will not sell, license, sublicense, transfer or otherwise disclose or dispose of the Confidential Information, the Proprietary Information, or any portion thereof, and will take such precautions with respect to the Confidential Information as are taken by Channel Partner to protect its own confidential information of the greatest sensitivity. Channel Partner agrees to advise its employees and authorized independent contractors of the confidential and proprietary nature of the Products and of the restrictions imposed by this Agreement, and agrees to confine access to the Confidential Information to Channel Partner's employees and authorized independent contractors in the ordinary course and scope of their employment or relationship with Channel Partner.

- (d) Channel Partner acknowledges that its violation of its confidentiality or non-disclosure obligations under this Agreement may cause irreparable damage to Atlona that cannot be fully remedied by money damages. Accordingly, in the event of any such violation or threatened violation, Atlona will be entitled, in addition to pursuing any other remedy available to it under this Agreement or at law, to (i) terminate this Agreement and obtain injunctive or other equitable relief from any court of competent jurisdiction as may be necessary or appropriate to prevent any further violations thereof.

7. Warranty and Disclaimer. Atlona offers a 30 Day Customer Satisfaction Guarantee, One Year Next Advance Replacement Offering and Limited Product Warranty Policy. Atlona, at its sole discretion, reserves the right to change the terms and conditions contained within aforementioned document at any time, without any advanced notice. To the maximum extent permitted by applicable law, except for the express limited warranties set forth in the attached warranty, Atlona makes no representations or warranties to any person or entity relating to any of the Products, whether express, implied, statutory, or in any other provision of this agreement or any other communication, and Atlona specifically disclaims all implied warranties and conditions, including those of merchantability, fitness for a particular purpose and/or non-infringement of third party rights.

8. Limitation of Liability. To the maximum extent permitted by applicable law, Channel Partner agrees that the aggregate, cumulative liability of Atlona for any and all claims of any kind whatsoever related to this Agreement and regardless of the legal theory, regardless of the delivery or non-delivery of such Products, or with respect to the Products covered hereby, shall be limited to the lesser of (1) the actual purchase price of the Products with respect to which such claim is made, or (2) the amount paid by Channel Partner hereunder for the Products giving rise to such liability during the six (6) months period immediately preceding such claim. The Parties agree that under no circumstances shall Atlona be liable to the Channel Partner for cost of procurement of substitute products, compensation, reimbursement or damage on account of the loss of present or prospective profits, expenditures, investments or commitments, whether in the establishment, development or maintenance of business reputation or goodwill or for any other reason whatsoever. The Parties further agree that in no event shall Atlona be liable to the Channel Partner for special, indirect, incidental, consequential or punitive damages.

9. Indemnification. Channel Partner will, at its own expense, indemnify and hold Atlona, and its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against any and all claims, demands, actions, liabilities, losses, damages, judgments, administrative or governmental penalties or fines, costs and expenses, including reasonable attorneys' fees, arising out of the activities of Channel Partner, its employees, agents or contractors under this Agreement or in relation to the Products, or as a result of the breach of any representation, warranty or covenant in this Agreement.

10. Assignment. Atlona may assign its rights under this Agreement. Channel Partner may not assign any rights or delegate any obligations under this Agreement, or appoint any other agent to represent Channel Partner or to market the Products, without Atlona's prior written consent. Any attempt to do so without Atlona's prior written consent is void.

Channel Partner agrees to provide Atlona with prompt written notice (unless otherwise precluded by law) of any change, or anticipated change, in Channel Partner's financial condition or business structure (for example, a material change in equity ownership or management, or closing or relocation of a primary business location). Such change or failure to give notice may result in termination of this Agreement.

11. Term and Termination. This Agreement is effective from the date of acknowledgement and approval by Atlona and unless terminated earlier in accordance with provisions of this section, and shall renew for successive one (1) year Terms on the first of January unless either Party provides notice to the other of intent not to renew the Agreement within thirty (30) days of expiration of a Term. Either Party may terminate this Agreement with or without cause; provided, however, that in the event the termination is without cause, at least thirty (30) days advance written notice must be given to the other Party. Termination for cause may be effected immediately and without any advance written notice. In the event Atlona terminates this Agreement with cause, Atlona will stop all shipments to Channel Partner immediately. For purpose of this Agreement, "Cause" shall exist under the following circumstances:

- (a) If either Party breaches any provision of this Agreement;
- (b) In the event that Atlona, at its sole discretion, determines that the Channel Partner is not using its best efforts to promote the sales of Products;
- (c) If any transaction shall occur whereby any major portion or all of the ownership of the Channel Partner shall be transferred or sold;

- (d) If the Channel Partner liquidates, terminates, or petitions for bankruptcy.
- (e) If the Channel Partner fails to meet payment obligation by sixty (60) days or more.

In the event of termination of this Agreement by Atlona with cause, Atlona may, and Dealer agrees, to return all Atlona Product(s) in Distributor's inventories back to Atlona for a full refund less 15% restocking fee.

In the event of termination of this Agreement by Atlona without cause, Atlona may limit shipment to Channel Partner after the date of its notice, but prior to the effective date of termination, to Channel Partner's average monthly purchases from Atlona during the three (3) months prior to the date of its notice of termination.

In the event that this Agreement expires or is terminated, Channel Partner shall immediately pay all outstanding amounts payable hereunder. Upon expiration or termination of this Agreement, all rights granted to Channel Partner shall terminate immediately, and Channel Partner shall immediately cease distribution and marketing of all Products and shall cease use of all Trademarks. All provisions concerning termination, ownership of Proprietary Information, indemnification, limitation of liability, disclaimer of warranties, governing law, jurisdiction and venue shall survive the termination or expiration of this Agreement.

12. Force Majeure. Neither Party will be liable to the other for delay in performing any obligations under this Agreement, except the obligation to make payments, due to circumstances beyond its reasonable control, including, but not limited to, revolutions, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, embargoes, inability to secure materials or transportation, and acts of God or governmental authorities.

13. Notices. Any required or permitted notice must be in writing and will be deemed to have been given when sent if mailed by certified or registered mail to the address set forth on the attached signature page (or at such other addresses as shall be specified by notice given in accordance with this Section 14), or when received if sent by any other means. If notice is given to Atlona, it shall be sent to 70 Daggett Drive, San Jose, CA 95134, Attention: Financial Department.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law provisions. With respect to all disputes related to this Agreement or the Products, each party consents to the exclusive personal jurisdiction and venue of the state and federal laws of the State of California.

15. Independent Relationship. The relationship of Atlona and Channel Partner is independent and only that of a vendor and vendee. Nothing contained in this Agreement shall create any agency, employment, partnership, joint venture or similar relationship between Atlona and Channel Partner for any purpose. No party shall have any right whatsoever to incur any liabilities or obligations or to make any warranties on behalf of or binding upon any other party.

16. Export Law Compliance. Channel Partner understands and acknowledges that the Products and other information and materials made available under this Agreement are subject to the export laws and regulations of the United States, including the U.S. Export Administration Regulations, and additionally may be subject to export controls under the laws and regulations of other jurisdictions in which Channel Partner uses the Products. Channel Partner agrees to comply, with all applicable export laws and regulations, including all United States export laws and regulations and future modifications thereof. Channel Partner shall be solely responsible for obtaining any necessary export licenses and exemptions. Channel Partner agrees to maintain a record of exports, re-exports, and transfers of Products and related technology according to United States and local laws. All Products and related information and materials are prohibited for export or re-export to a number of countries and persons, including without limitation, Cuba, Iran, North Korea, Sudan, and Syria, and to any person or entity on the U.S. Department of Treasury's list of Specially Designated Nationals, Specially Designated Narcotics Traffickers and Specially Designated Terrorists.

17. Severability. If any provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, such invalid term shall be severed from the remaining portion of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

18. Complete Agreement. This Agreement, all Exhibits and the Program Letters by and between Atlona and Channel Partner incorporated herein by reference contain the complete and exclusive agreement between the Parties and supersede all other prior or contemporaneous written or oral communications between the Parties relating to the subject matter hereof.

Atlona RMA and Return Policy

<i>RMA</i>	
Un-authorized return will be rejected or restocking fee imposed	
Return due to Order Error-restocking fee	10% of Dealer Price
Damaged goods due to abuse will be returned at customer's expense or fee imposed	
Returns with missing items restocking fees – based on cost of missing item	
NPF restocking fee	15% of Dealer Price
Initial response to RMA Request	24 hours
Days RMA valid from issuance	15 days
Warranty replacement of equal- customers pay for shipment	
<i>Advanced Replacement</i>	
CC authorization will be charged if defective unit is not returned within 25 days	
Customer paid for freight preference and required CC authorization	
Same day shipment on RMA request completed by 1PM PST	
DOA/Non-DOA –Atlona paid for free 2 nd day freight	

Exhibit A
Standard Terms and Conditions of Sale

The products and services ("Products") provided by Ationa Inc. ("Seller") to "Buyer" are subject to the following terms and conditions:

1. Scope.

The terms and conditions of sale contained herein shall apply to all Purchase Orders ("Orders") accepted by Seller. Such acceptance from Seller is conditioned upon Buyer's acceptance of the terms and conditions herein irrespective of whether Buyer accepts these terms and conditions by written acknowledgment, by implication or by acceptance of the Products ordered hereunder.

2. Orders.

All Orders are subject to acceptance by Seller. Seller reserves the right to accept or reject any Order from Buyer in whole or in part and, without prejudice to any other remedy, to cancel any unfilled Order or to suspend shipment in the event of any act or omission of Buyer in breach of its obligations hereunder or which delays Seller's performance hereunder.

3. Taxes.

All taxes, levies and duties of any nature whatsoever applicable to the Products shall be paid by Buyer, unless Buyer provides Seller with an exemption certificate acceptable to the relevant taxing authority. Unless otherwise specified, the prices shown do not include any taxes.

4. Prices and Payment.

All prices are subject to change without notice. All Orders are also subject to credit approval before shipment. Where Buyer has established credit, payment shall be due thirty (30) days from date of invoice. Overdue accounts shall bear interest at a rate equal to the lesser of one and one half percent per month (eighteen (18) percent per annum) or the highest rate permitted by applicable law. Payments are to be paid in United States currency. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly. If, in Seller's judgment, Buyer's financial condition does not at any time justify payment terms as specified, Seller may cancel or suspend shipment of any unfilled Order unless Buyer shall, upon written notice, immediately pay for any Products to be shipped or pay in advance for all Products ordered but not shipped or both, at Seller's option. If, despite any default by Buyer, Seller elects to continue to make shipments, Seller's action shall not constitute a waiver of any default by Buyer or in any way prejudice Seller's legal remedies for such default under these terms and conditions or otherwise.

5. Title and Delivery.

Delivery dates are approximate. Seller shall use reasonable efforts to fill all Orders according to the shipment schedule provided by Seller at time of acceptance of the applicable Order; but in no event shall Seller guarantee shipment according to such schedule or be liable for damages due to delays in the delivery. To all Orders shall be attached the necessary information enabling work to commence, together with any import license and/or permits and related certificates which may be necessary and which shall be supplied by Buyer at Buyer's expense. All shipments will be made EXW factory unless otherwise specified in Seller's Sales Acknowledgment form. Title to the Products and liability for loss or damage in transit or thereafter and shall pass to Buyer upon leaving Seller's plant or designated warehouse door. In the absence of specific instructions, Seller will select the carrier. Any Products held or stored for Buyer shall be at Buyer's risk and expense if, at Buyer's request, a shipment is postponed more than thirty (30) days after the date the Products are ready for shipment. Claims against Seller for shortages of Products must be made within thirty (30) days after arrival of shipment to the destination specified in the Order. Unless otherwise agreed in writing, Seller may make partial shipments and terms and conditions herein contained shall apply separately for each shipment.

6. Confidentiality.

Both parties agree that all designs, mask works, computer programs, data, processes, trade secrets, circuits, layout, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if legended as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under the terms and conditions of the Agreement, the parties agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be obligated for any information which it can document: (A) is in or, through no improper action or inaction by the receiving party enters the public domain and is readily available without substantial effort, or (B) was rightfully in its possession or known by it prior to receipt from the disclosing party, or (C) was rightfully disclosed to it by another person without restriction, or (D) was independently developed by it by persons without access to such information and without use of any Confidential information of the disclosing party. The obligations contained in this Section 7 shall continue for a period of 3 years from disclosure.

7. MODELS, Etc.

Unless otherwise agreed in writing, Seller shall retain title to and possession of any masks, models, patterns, dies, molds, jigs, fixtures and tools made or obtained for the furnishing of Products under this Order.

8. Custom Products.

For products manufactured to Buyer's specifications or instructions ("Custom Products"), Seller warrants only that the Custom Products shall conform at the date of shipment to such specifications and instructions accepted in writing by Seller and will be free from defects in material and workmanship for a period of twelve (12) months from the date of shipment but that no warranty is supplied by Seller whatsoever with respect to design or functionality of the Custom Products or any products derived from the Custom Products supplied hereunder. The warranty for Custom Products is subject to the limitations and exclusions set out in Section 6 Warranty and Limitation of Liability above (except for the first paragraph thereof which does not apply in this context).

Buyer shall retain title to the Netlist or RTL Code and Test Vectors, which it provides to Seller, under license free of charge, to enable Seller to furnish the Custom Products hereunder.

In the event that Buyer cancels or reschedules any order for Custom Products within ninety (90) days of the scheduled shipment date, Seller reserves in addition to any other remedy, the right to charge Buyer for the costs of associated raw materials, work-in-progress and finished product.

9. Substitutions and Modifications.

Seller reserves the right to modify the specifications of Products designed by Seller without notice provided that the modification will not materially affect the performance, form or fit of the affected Products.

10. Force Majeure.

Neither Buyer nor Seller shall be liable for failures in performance, including delay or non-shipment, resulting from acts or events beyond its reasonable control. Such acts or events shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, fire, strikes, lockouts or slowdowns, factory or labor conditions, errors in manufacture, inability to obtain necessary labor, materials or manufacturing facilities or other "force majeure" events beyond the reasonable control of the non-performing party. In the event of such delay, the date of shipment shall, at the request of Seller, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.

11. Notices.

Any notices required by these terms and conditions shall be sufficient only if dispatched by facsimile, personally delivered, delivered by a major commercial rapid delivery courier or mailed by certified or registered mail, return receipt requested.

12. Assignment.

Buyer shall not assign any Order or any interest therein or any rights thereunder without the prior written consent of Seller.

13. Governing Law.

This Agreement shall be governed by the laws of California, excluding conflict of law rules. Neither the United Nations Convention on Contracts for the International Sale of Products ("Vienna Convention") nor the Convention on the Limitation Period in the International Sale of Products, as either may from time to time be modified, shall apply to this Agreement or the transactions contemplated under this Agreement.

14. Waiver.

No waiver by either party of any breach of any term or condition of this Agreement by the other party shall be deemed to constitute a waiver of any other breach nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. No waiver given by a party hereunder shall be binding upon such party unless expressed in writing and signed by such party.

15. Export Controls.

Buyer agrees that any export or re-export by it of Products purchased hereunder shall be in strict compliance with all applicable export control laws and regulations. Buyer shall obtain and bear all expenses with respect to the export from the United States of all material or items deliverable by Seller to any location and shall demonstrate to Seller compliance with all applicable laws and regulations prior to delivery thereof by Seller.

16. Entire Contract.

The terms and conditions herein contained shall govern and shall comprise the entire agreement of the parties relating to the subject matter hereof and shall replace and supersede any provisions on Buyer's Order which are in addition or inconsistent therewith. Seller's failure to object to provisions contained in any Order or other communication from Buyer shall not be deemed a waiver of the provisions herein. No modification hereof shall be valid unless in writing and duly signed by a person authorized by Seller. The provisions hereof shall not be supplemented by any usage of trade or any course of prior dealings or acquiescence in any course of performance.

17. Medical Application.

Seller's Products are not authorized for use in medical applications without the written consent of the appropriate officer of Seller. Buyer is requested to notify Seller when planning to use the Products in medical applications.