

(Revised 8.19.08)
SHORT FORM - SERVICES
STANDARD TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1 Purchase Order.** Shall mean the Purchase Order subject to these terms and conditions for the Services which are placed with Seller by WaferTech, LLC, a Delaware Limited Liability Company qualified to do business in the State of Washington ("WaferTech").
- 1.2 Services.** The Services, more fully described a Purchase Order or other document, shall be supplied by Seller to WaferTech, no matter whether before or after the effective date of the Purchase Order.
- 1.3 Specification.** Shall mean the functional and technical specifications, drawings and quality requirements, if any, referred to in the Purchase Order and in such other documents and amendments as the parties agree upon in writing. In the event there is a specification conflict with Seller's proposal or Seller's quotation, WaferTech's interpretation controls.

2. ACCEPTANCE. Upon acceptance of the Purchase Order either by acknowledgment or commencement of performance, these terms and conditions, as may be modified or supplemented by the provisions on the face of the Purchase Order, become the exclusive and binding agreement between the parties (the "Agreement").

3. PRICE. The prices and fees WaferTech pays to Seller are based on the Seller's written quotation and are detailed in the Purchase Order and/or Specification.

4. TAXES. Seller's invoices shall state separately Federal, state, or local taxes of any nature that are billed to WaferTech. Pursuant to the Sales and Use Tax Deferral Certificate issued by the State of Washington Department of Revenue, WaferTech may defer payment of Washington sales and use taxes for any purchase incurred in connection with an Eligible Investment Project.

5. PAYMENT TERMS. Unless otherwise specified in this order, WaferTech shall pay for Services within net thirty (30) days from the later of the receipt of Services or receipt of invoice. The beginning of any applicable cash discount period commences upon the later of receipt of Services or receipt of invoice. WaferTech reserves the right to reject any invoice not received within six months from the receipt of Services.

6. PERFORMANCE TERMS. TIMELY PERFORMANCE OF THE SERVICES UNDER EACH INDIVIDUAL PURCHASE ORDER, 100% OF THE TIME, IS OF THE ESSENCE. Seller shall perform the Services in accordance with the time schedule(s) set forth in each individual Purchase Order. Any partial, early, or delayed performance of Services requires approval in writing, in advance, by the WaferTech buyer.

7. WARRANTY. Seller warrants the Services for a period of eighteen (18) months starting on the date of acceptance, and shall conduct Services in a professional and workmanlike manner. The warranty includes labor and any necessary parts as well as labor and parts for any other Products or equipment damaged in whole or in part as a result of a breach of this Warranty provision. These warranties apply in addition to any other warranties, express, implied, or statutory.

8. GRATUITIES. WaferTech prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances that might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. Seller and its employees shall not, under circumstances reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of WaferTech.

9. SAFETY REQUIREMENTS. The Services will be performed in compliance with mandatory state, federal, and local regulations relating to health, safety, the environment, and electromagnetic interference.

10. INDEMNIFICATION. Seller indemnifies and holds WaferTech harmless from and against any suits, liabilities, losses, damages, claims, causes of actions, and expenses (including attorney's fees) arising out of, or connected with, any act or omission of Seller, its agents, employees, or subcontractors, or a breach by Seller of these terms and conditions. This indemnification is in addition to the warranty obligations of Seller.

11. INSURANCE. Seller, its employees, subcontractors, and agents shall not enter upon or begin Services at the Property until Contractor obtains sufficient insurance and names WaferTech as additional insured for primary and non-contributing coverage. Such insurance shall include a waiver of subrogation and waiver of immunity.

12. TERMINATION. WaferTech may terminate all or any part of the Agreement at any time with or without cause by facsimile or other written notice to Seller. In such an event, WaferTech will make an equitable adjustment to the Agreement provided that any termination claim is submitted to WaferTech within thirty (30) days after the effective date of termination.

13. PUBLICITY. Seller shall not, in any manner, advertise or publish the fact that Seller has furnished or contracted to furnish to WaferTech the Services covered by this Agreement without first obtaining the written consent of WaferTech..

14. INDEPENDENT CONTRACTOR. Nothing in this Agreement is deemed to represent that Seller, or any of Seller's employees or agents, are the agents, representatives or employees of WaferTech. Seller is an independent contractor and is responsible for and controls the details and means for performing the Work in compliance with this Agreement.

15. ASSIGNMENT. Seller, whether voluntarily, involuntarily, or by operation of law, shall not assign this Agreement or any interest under it without WaferTech's written consent. Furthermore, Seller shall not subcontract for, or delegate duties to, any other party to furnish the Services covered by this Agreement without

WaferTech's written consent. Consent may be withheld at WaferTech's sole discretion.

16. CONFLICT IN FORMS. In the event of a conflict between these terms and any supplemental contract documents, these terms govern. These terms and conditions shall be modified or amended only by a writing signed by an authorized representative of each party. The preprinted terms and conditions appearing on any of Seller's purchase orders or other form order documents are null and void.

17. COMPLIANCE WITH LAWS AND PROCEDURES. Seller shall comply with all applicable federal, state and local laws, government orders, rules, ordinances, and regulations in performing its obligations under the Agreement. Seller shall comply with all company policies which Seller is made aware, including but not limited to policies against violence in the workplace, the prohibition of drugs and alcohol on WaferTech's premises, and WaferTech's Hazardous Substance Free Policy, which prohibits the use of lead, mercury, cadmium, hexavalent chromium, poly-brominated biphenyls (PBB) and poly-brominated diphenyl ethers (PBDE) at WaferTech without WaferTech's express written approval, in performing its obligations under this Agreement.

18. SITE ACCESS. Prior to accessing WaferTech's facility without a WaferTech escort and, if necessary, on an annual basis thereafter, Seller's agents, employees, and subcontractors shall be required to take a course explaining company policies and procedures relevant to performing services on site. Upon successful completion of the course, WaferTech shall issue Seller's agents, employees and subcontractors a Site Access Badge. Time spent, not to exceed 8 hours annually per individual, completing the course shall be the responsibility of the Seller and shall not be billable to WaferTech.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, supersedes all prior understandings with regard to the subject matter, whether oral or written, and may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each party. The invalidity, in whole or part, of any article or paragraph hereof shall not affect the validity of the remainder of such article or paragraph or of any resulting agreement.

20. WAIVER. Failure by any party to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, is not considered a waiver of such provisions, rights, or elections, or in any way affects the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.

21. GOVERNING LAW. The laws of the State of Washington govern this Agreement, excluding its principles of conflicts of laws.

22. HEADINGS AND CAPTIONS. Headings, Captions and titles of Articles, Sections, paragraphs, or other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement.

23. SURVIVAL. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

23. AUDITS.

23.1 FINANCIAL. WaferTech shall have the right during performance of the Agreement and for a period of two (2) years after final payment, at such reasonable times and places as WaferTech may designate, to audit, copy, or inspect, or cause to have audited, copied, or inspected, Seller's books, records, and accounts pertaining to the Products or Services provided by Seller under this Agreement, including computerized data files, and programs using computer equipment under Seller's supervision or control, to verify all direct charges, expenses and disbursements invoiced to WaferTech under this Agreement for a unit price, a reimbursable price or otherwise authorized in writing by WaferTech for performance on a reimbursable basis. WaferTech's right of examination extends to any subcontract, and Seller agrees to include such provision in each subcontract. WaferTech reserves the right to recover any overbilling amounts the audit reveals has occurred under this Agreement and Seller shall promptly remit payment of such overcharges to WaferTech upon written demand accompanied by a copy of the audit report.

23.2 QUALITY. WaferTech, and WaferTech's customers, have the right during performance of the Agreement to audit Seller's, and Seller's Suppliers and subcontractors, Quality Assurance Systems to ensure they comply with WaferTech's, and WaferTech's customers', Quality Assurance requirements. WaferTech requires that Seller's Quality Assurance System be compliant with, or in the process of becoming complaint with, the WaferTech Quality System. WaferTech, and WaferTech's customers, also have the right during performance of the Agreement to conduct Just in Time Material Inspections and audits for verifying proper Inventory Control systems.

24. BINDING EFFECT. These Terms and Conditions constitute a part of the Agreement between the parties and shall bind upon and inure to the benefit of the Parties, their successors and assigns.