ACCEPTANCE: Unless Newport Corporation and/or its subsidiaries (collectively, "Buyer") and the seller to which a purchase order is issued, as shown on the face of the purchase order ("Seller"), have entered into a separate written agreement governing the purchase and sale of goods and/or services, the terms set forth on the face of Buyer's purchase order and these Terms and Conditions of Purchase (the "Terms and Conditions") shall govern the purchase and sale of goods and/or services reflected in Buyer's purchase order. Seller's acknowledgment of the purchase order (either by acceptance through Buyer's supplier web site or otherwise) or commencement of work on the goods and/or services or shipment of such goods, whichever occurs first, shall be deemed Seller's acceptance of the purchase order and these Terms and Conditions. Any acceptance of the purchase order is limited to acceptance of the express terms contained on the face of the purchase order, these Terms and Conditions, and any other supplemental documents specifically referenced in the purchase order. If the purchase order shall be deemed an offer, any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of the offer in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of the offer unless such variations are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and the offer shall be deemed accepted by Seller without said additional or different terms. If the purchase order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face of the purchase order and in these Terms and Conditions.

PRICING AND PAYMENT; TAXES AND CHARGES: Buyer shall purchase the goods and/or services at the prices set forth in the purchase order. Unless otherwise agreed to in writing by the parties, all prices shall include all transportation, handling, packaging, labeling, boxing, crating, insurance, taxes, license fees, import, export and customs fees and duties, tariffs, agent or brokerage fees, consular invoices, document fees, and other charges related to the goods and/or services. Buyer will pay Seller for the goods and/or services delivered under this purchase order. Seller shall submit an invoice in duplicate to Buyer with each shipment of goods. Unless otherwise agreed to in writing by the parties, the payment terms for each undisputed invoice shall be 2% 10, net 60 days, in U.S. dollars. For payment of invoices and obtaining any discount, the time period shall be computed from: (i) the scheduled shipment date, (ii) the date of actual delivery, or (iii) the date an undisputed invoice is received by Buyer, whichever is later. For purposes of earning a discount, payment shall be deemed made on the date of mailing of Buyer's check or Electronic Funds Transfer (EFT). Seller warrants that the prices for the goods and/or services sold to Buyer hereunder are not less favorable than those extended to any other customer for the same or similar goods and/or services in similar quantities. In the event Seller reduces its price for such goods and/or services, Seller agrees to reduce the prices of the goods and/or services covered by the purchase order correspondingly. All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of the purchase order or any other transaction between Buyer and Seller.

CONFIDENTIALITY: In addition to any warranties implied by law, Seller expressly warrants that (i) all goods furnished under the purchase order will be new, will be free from defects in material, workmanship and design, and will conform to all applicable specifications, standards and samples; (ii) all such goods will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled; and (iii) all services furnished hereunder will be performed in a good and workmanlike manner consistent with applicable industry standards by personnel possessing competency sufficient to perform the services properly. The foregoing warranties shall extend to Buyer, its successors, assigns and customers, and users of such products sold by Buyer. Seller agrees to promptly replace (or re-perform, in the case of services), correct defects of, or, if a refund is issued for, any defective or nonconforming goods or services, at Buyer's option and at no expense to Buyer, when notified of such defect or nonconformity by Buyer. In the event of failure of Seller to correct defects in or replace nonconforming goods or re-perform services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect Seller's warranty obligations hereunder, and such warranties shall survive inspection, test, acceptance and use. Seller warrants that all goods furnished hereunder are free from all counterfeit goods and counterfeiters (as defined above); all counterfeit goods and counterfeiters shall be replaced by Seller with subject to Buyer's reasonable cost, and Buyer's sole remedy shall be limited to payment for the cost of such replacement by Buyer and Seller shall be held harmless. If Buyer receives goods whose defects or nonconformity are not apparent on acceptance or use of the goods or services furnished hereunder shall at its own expense and risk make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so. Inspection, test, acceptance or use of the goods or services furnished hereunder shall at its own expense and risk make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so.

BUYER'S PROPERTY: Seller agrees that the information, tools, jigs, dies, etc., drawings, patterns, specifications and materials supplied or paid for by or charged to Buyer shall be and remain Buyer's property and shall be held by Seller for Buyer unless directed otherwise. With respect to all such items, Seller agrees (a) to account for them, (b) to keep them in good working condition, as applicable, (c) to keep them fully covered by insurance at no cost to Buyer, (d) use them only for the performance of Buyer's orders, and (e) promptly dispose or return them on request by Buyer. CONFIDENTIALITY: Seller shall consider all information furnished by Buyer to be confidential (except that which is available to the public), shall not disclose any such information to any other person, or use such information itself for any other purpose other than performing its obligations under this purchase order, unless Buyer obtains written permission from Buyer to do so. Seller shall return all copies of such information to Buyer on request. This paragraph shall apply to drawings, specification, other documents, tool designs and the like prepared by Seller for Buyer or furnished by Buyer in connection with the purchase order.

CANCELLATION FOR CONVENIENCE: Buyer reserves the right to cancel the purchase order, in whole or in part, at any time for its sole convenience. In the event of any such cancellation, Buyer will be responsible for the following amounts (without duplication) with respect to any canceled goods: (i) the price of all completed goods in Seller's possession as of the date of Buyer's notice of cancellation which were completed no earlier than necessary to timely deliver such units in accordance with Buyer's delivery schedule; and (ii) the actual cost of raw materials and work in process (WIP) which, as of the date of the notice of cancellation, have not been delivered to and accepted by Buyer. Buyer may, in its discretion and in addition to any other rights or remedies it may have, reject any goods and services not yet delivered to and accepted by Buyer, procure substitute goods and charge Seller for the cost of cover. In the event of any such cancellation, Buyer's sole liability to Seller shall be limited to payment for units delivered to and accepted by Buyer at the time of Seller's receipt of the notice of cancellation. With respect to the portion of the purchase order not cancelled, if any, the unit price will not change and Seller will otherwise continue performance under the purchase order.

CANCELLATION FOR CAUSE: Buyer may cancel the purchase order, in whole or in part, at any time in the event of any default by Seller including, without limitation, any of the following: (i) late deliveries, or delivery of products which are defective or which do not conform to the requirements of the purchase order, or failure to provide Buyer reasonable assurance as to the ability to meet Buyer's delivery schedule, (ii) insolvency or threatened insolvency, bankruptcy, or reorganization, or any similar condition in which Buyer has a material property interest, or where Buyer has a material interest in, or where Buyer's material interest is subject to, any lien, charge or other encumbrance, (iii) Seller is not in bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver is appointed for Seller's property or business. In the event of cancellation for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default that gives rise to such cancellation.
applicable federal, state and local laws, orders, rules and regulations.

expenses (including reasonable attorney’s fees) arising out of any breach of the foregoing provisions or any failure by Seller or its employees, agents or independent contractors, to comply with all applicable federal, state and local laws, orders, rules and regulations.

DAMAGE ARISING OUT OF, OR IN CONNECTION WITH, OR RESULTING FROM THIS CONTRACT OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE

INDEMNIFICATION: Seller will, at its own expense, defend, indemnify and hold harmless Buyer and its customers and their respective officers, directors, employees and agents, from and against any and all losses, costs, liabilities and expenses (including reasonable attorney’s fees) arising out of any action brought against Buyer or any of its customers based on a claim that (a) any goods infringe the intellectual property rights of any third party, or (b) Seller’s manufacturing process for the goods infringes the intellectual property rights of any third party. The foregoing indemnity shall not apply to the extent that the claim has arisen by reason of (i) any act or omission of Buyer, (ii) the infringement of third party intellectual property rights caused by Buyer’s specifications, directions or instructions. In the event that any goods are found to be infringing in a manner for which Seller is obligated to indemnify Buyer hereunder, Seller shall promptly either (1) procure for Buyer and its customers the right to continue using such infringing goods; (2) replace the infringing goods with non-infringing goods of like form, fit or function; (3) modify the goods so that they no longer infringe; or (4) remove the goods and refund the purchase price to Buyer. Buyer shall give Seller prompt notice of any such claims, and shall permit Seller to direct the defense and the settlement of such claims, provided, however, that no settlement may be effected by Seller on behalf of Buyer without Buyer’s written consent. Buyer may, at its expense and through counsel of its own choosing participate in the defense or settlement of the same. Seller shall not settle any such claim or proceeding without Buyer’s written consent, except as provided in the following sentence. Seller shall comply with any applicable import requirements, including but not limited to the origin marking requirements. Seller agrees to (i) take reasonable steps to determine the country of origin and the source and chain of custody of any “conflict minerals” (as such term is defined by U.S. regulations, and currently consists of tantalum, tin, tungsten and gold) contained in the goods supplied hereunder, (ii) provide complete and accurate information regarding such conflict minerals to Buyer, in a timely manner, as reasonably requested by Buyer, and (iii) if required by Buyer or as part of the specifications for the goods, to include the terms of this clause in all subcontracts awarded under the purchase order.

INDEMNIFICATION: Seller represents and warrants that all services and goods supplied hereunder have been performed, designed, produced, packaged, shipped, and sold in compliance with all applicable federal, state and local laws, orders, rules and regulations. Seller represents and warrants that the goods do not and will not contain any of the hazardous substances that are restricted under European Union (“EU”) Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (the “RoHS Directive”), Hazardous Substance Directive (2009/49/EC), Directive 2009/125/EC on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (the “RoHS Directive”), and that the goods meet all EU requirements for CE marking. If the goods are being imported by Seller or Buyer into the country of delivery, Seller shall comply with applicable import requirements, including, but not limited to country of origin marking requirements. Seller agrees to (i) take reasonable steps to determine the country of origin and the source and chain of custody of any “conflict minerals” (as such term is defined by U.S. regulations, and currently consists of tantalum, tin, tungsten and gold) contained in the goods supplied hereunder, (ii) provide complete and accurate information regarding such conflict minerals to Buyer, in a timely manner, as reasonably requested by Buyer, and (iii) if required by Buyer or as part of the specifications for the goods, to include the terms of this clause in all subcontracts awarded under the purchase order.

ASSIGNMENTS AND SUBCONTRACTING: Seller shall comply with applicable import requirements, including, but not limited to country of origin marking requirements. Seller agrees to (i) take reasonable steps to determine the country of origin and the source and chain of custody of any “conflict minerals” (as such term is defined by U.S. regulations, and currently consists of tantalum, tin, tungsten and gold) contained in the goods supplied hereunder, (ii) provide complete and accurate information regarding such conflict minerals to Buyer, in a timely manner, as reasonably requested by Buyer, and (iii) if required by Buyer or as part of the specifications for the goods, to include the terms of this clause in all subcontracts awarded under the purchase order.

Hazardous substances that are restricted substances under European Union (“EU”) Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (the “RoHS Directive”), Hazardous Substance Directive (2009/49/EC), Directive 2009/125/EC on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (the “RoHS Directive”), and that the goods meet all EU requirements for CE marking. If the goods are being imported by Seller or Buyer into the country of delivery, Seller shall comply with applicable import requirements, including, but not limited to country of origin marking requirements. Seller agrees to (i) take reasonable steps to determine the country of origin and the source and chain of custody of any “conflict minerals” (as such term is defined by U.S. regulations, and currently consists of tantalum, tin, tungsten and gold) contained in the goods supplied hereunder, (ii) provide complete and accurate information regarding such conflict minerals to Buyer, in a timely manner, as reasonably requested by Buyer, and (iii) if required by Buyer or as part of the specifications for the goods, to include the terms of this clause in all subcontracts awarded under the purchase order.

To the extent that the purchase order is being issued, directly or indirectly, under a contract of the United States Government, all terms and conditions required by applicable law, rule or regulation of the United States Government shall be incorporated herein by reference, including, but not limited to, the following provisions of the Federal Acquisition Regulation (the “FAR”), as such provisions may be subsequently amended or substituted: (1) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010); (2) 52.219-8, Utilization of Small Business Concerns (Dec 2010); (3) 52.222-26, Equal Opportunity (Mar 2007); (4) 52.222-35, Equal Opportunity for Veterans (Jul 2014); (5) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014); (6) 52.222-37, Employment Reports on Veterans (Jul 2014); (7) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010); (8) 52.222-50, Combating Trafficking in Persons (Feb 2009); (9) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (Feb 2006); (10) 52.203-7 Anti-Kickback Procedures (Oct 2010); (11) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007); (12) 52.202-12, Limitation on Payments to Influence Certain Federal Transactions (Oct 2010); and (13) 52.220-1, Performance of Government Contracts by Matched Groups (Oct 2010). The buy procedures, practices and preferences established under the Rehabilitation Act of 1973, as amended, at 41 CFR Part 60-741: This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741(5a). This regulation prohibits discrimination against individuals with disabilities and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. To the extent that these Terms and Conditions are inconsistent with any such required terms and conditions, the required terms and conditions will prevail and be binding on Seller. Seller represents and warrants that it is in compliance with the foregoing provisions, unless exempted or inapplicable. Seller agrees that it will furnish to Buyer upon request a certified copy of the most recent form and instruction manual for the product which were not approved by Buyer and any other acronyms, forms or codes of any of Buyer’s designated suppliers. Seller shall include the terms of this clause in all subcontracts awarded under the purchase order.

GENERAL: Neither party shall be liable for any failure or delay in its performance under the purchase order due to causes including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, labor shortages or disputes, and governmental actions, which are beyond its reasonable control; provided that the delayed party: (i) gives the other party written notice of such cause promptly, and in any event within fifteen (15) days of discovery thereof; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. If the delay in performance by Seller is greater than thirty (30) days from the date of notice, Buyer will have the option, in its sole discretion, to either extend the time of delivery or performance, or terminate the uncompleted portion of the purchase order immediately without any further liability to Seller. The performance by Seller of its duties and obligations under the purchase order shall be that of an independent contractor and nothing contained herein or hereinafter shall create or imply an agency relationship between Seller and Buyer, nor shall this contract be deemed to constitute a joint venture or partnership between Seller and Buyer. Neither party has any authority to make commitments or enter into contracts on behalf of, or bind, or otherwise obligate the other party. If for any reason a court of competent jurisdiction finds any provision of the purchase order or these Terms and Conditions, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the purchase order and these Terms and Conditions shall continue in full force and effect. No waiver of any breach of any provisions of this contract shall be effective unless made in writing and signed by Buyer and Seller. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The purchase order and these Terms and Conditions together constitute the complete and exclusive agreement between the parties and supersede all previous agreements and negotiations, written or oral, regarding such subject matter. No provision contained in any quote form, order acknowledgment form, invoice or similar form of Seller will be effective. In the case of conflict between the terms set forth in the purchase order or these Terms and Conditions and any writing or form of Buyer, the terms of the purchase order and these Terms and Conditions will prevail. In the case of conflict between the terms set forth on the face of the purchase order and these Terms and Conditions, the terms set forth on the face of the purchase order will prevail. No amendment or modification to the purchase order or these Terms and Conditions shall be binding unless in writing and signed by a duly authorized representative of both parties. Seller shall not make or authorize any news release, advertisement or other form of promotion, direct or indirect, except as permitted by the purchase order, without the prior written consent of Buyer, except to the extent required by law. Seller shall not use the name of Buyer in promotional, advertising or other materials without the prior written consent of Buyer.