

PURCHASE ORDER TERMS AND CONDITIONS

Buyer OBJECTS in advance to the inclusion of any additional or different terms proposed by Seller in his acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be of no significance, and such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Seller's goods shall not be deemed as acceptance of such terms. Unless otherwise stated on the face of this order, the following terms and conditions shall apply.

1. DELIVERY

All goods must be shipped at the most advantageous rates unless otherwise authorized in writing by the Buyer, any extra expense in effecting delivery of goods not so shipped will be charged to the Seller. Adequate scheduling of equipment or materials shall be made by Seller in that delivery dates included within this order are essential to the Buyer.

2. EXCUSABLE DELAYS

Neither party shall be liable for damage resulting from delays arising out of causes beyond its control and without its fault or negligence, including but not limited to; acts of God or of the public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, nor shall such delay affect the remainder of this order. If the delay is caused by a subcontractor of the Seller and if such delay arises out of causes beyond the control of Both the Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable to Buyer in damages unless the materials or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule. Seller will notify Buyer in writing when ten (10) days after the beginning Of any cause for delay in the absence of which Seller waives his right for an excuse for such delay.

3. PACKING AND SHIPPING

An itemized list of contents must be placed in each package bearing this Order Number.

No charge will be allowed by Buyer for cartage or packing unless agreed upon beforehand in writing.

All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to Seller.

4. INVOICING

Packaging lists in DUPLICATE and itemized invoices each bearing the Order Number must be mailed on day of shipment. BILL OF LADING OR EXPRESS RECEIPT MUST BE ATTACHED TO YOUR INVOICE. Show our Order Number immediately following our name.

Invoices subject to cash discount should be mailed on day they are dated. If they are not, discount period will begin on day bills are received by Buyer's Purchasing Department. Failure to attach Bill of Lading or Express Receipt to your invoice will delay payment and discount period will begin when the documents are received.

All invoices must bear the following certification in order to be passed for payment. "We hereby certify that these goods were produced in compliance with the Fair Labor Standards Act of 1938 as amended and regulations and orders issued by the United States Department of Labor thereunder".

5. INSPECTION AND TESTING

Buyer and/or Buyer's customer shall have the right to expedite, inspect and test any of the equipment or work covered by this order prior to shipment. All materials and equipment are subject to Buyer's inspection and approval or arrival. If rejected, they will be held for disposal at Seller's risk. Such inspection, or the waiver thereof, however, shall not relieve the Seller from full responsibility for furnishing equipment and work conforming to the requirements of the order, nor prejudice any claim, right or privilege the Buyer may have because of the use of defective or unsatisfactory equipment or work.

6. WARRANTY

All materials and equipment which may be furnished by Seller and any services or installation relating thereto pursuant to this order shall be warranted to be the best quality of their respective kinds and to be free of defects in design, workmanship, or material and suitable for their intended purposes. In the event of breach, the Seller shall take all necessary action, at Seller's expense, to correct such breach in the most expeditious manner possible. The warranty shall also inure to the benefit of the Buyer's customer or user of the equipment or material.

7. ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign or subcontract any portion of this order without the prior written approval of the Buyer.

8. CHANGES

Buyer reserves the right to make changes in quantities, specifications and/or delivery schedules under this order, for which an appropriate adjustment shall be made.

9. CANCELLATION

Buyer reserves the right to cancel this order without obligations, if material is not shipped as specified, if the material is not in accordance with specifications, or is defective in workmanship, material or quality or in the event of any other breach on the part of the Seller.

10. PATENTS

Seller agrees to indemnify and save harmless the Buyer, its Officers, employees, agents, representatives or any of its customers buying or using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the articles supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.

11. CONFIDENTIAL INFORMATION

Seller agrees not to make any use of data, designs, drawings, specifications and other information furnished to it by the Buyer, except for the performance of this contract and Seller further agrees not to disclose such data, designs, drawings, specifications and other information to others except for the performance of this contract under similar restrictions against use and disclosure. Upon completion, cancellation or termination of this contract, Seller shall return to Buyer on demand, all such data, designs, drawings, specifications and other information, including copies made by Seller.

This order is confidential between the Buyer and Seller, and it is agreed by the Seller that none of the details connected herewith shall be published or disclosed to any third party without the Buyer's written permission.

12. RISK OF LOSS

Seller assumes the following risks: (a) all risks of loss or damage to all products, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all the products as herein provided; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of Buyer, until such property has been delivered to Buyer or its customer as the case may be; and (d) all risks of loss or damage to any of the products or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.

Any patterns, dies molds, jigs and fixtures furnished to Seller by Buyer, or specifically paid for by Buyer, shall be the property of Buyer and subject to removal by Buyer upon completion of the order, used only in filling Buyer's orders and held by Seller at its sole risk.

13. INSURANCE AND INDEMNIFICATION

Seller hereby agrees to indemnify and hold harmless Buyer, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Seller, its agents, employees or representatives, or arising from any Seller furnished equipment, materials or services, except to the extent that such damage is due solely and directly to the negligence of the Buyer.

Seller shall carry comprehensive general liability insurance including contractual and product liability, with minimum limits acceptable to the Buyer. Seller shall, at the request of Buyer, supply certificates evidencing such coverage.

14. LAWS AND REGULATIONS

Seller shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but in no way limited to rules, regulations and standards of the Occupational Safety and Health Act of 1970 and the Federal Contract Work Hours and Safety Standards Act and the rules and regulations promulgated under these acts.

With respect to the supply of equipment or materials relating to a facility regulated pursuant to the Atomic Energy Act of 1954, as amended, or the Energy Reorganization Act of 1974, the provisions of the Title 10 Code of Federal Regulations, Part 21 (10CFR21) are applicable to this order.

Seller agrees, in connection with performance of work under this order, not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

The Equal Employment Opportunity clause in Section 202 Paragraph 1 through 7 of Executive Order 11246, as amended and revised relative to equal employment opportunity and the implementing rules and regulations of the office of Federal Contracts Compliance are incorporated herein by specific reference, as though fully set forth herein.