



TERMS AND CONDITIONS

1. OFFER AND ACCEPTANCE

This purchase order is an offer. If Seller has made any offer to sell to Buyer, this purchase order is not an acceptance of such offer. This purchase order is made on the terms and conditions stated herein. Buyer objects to any additional or different terms.

2. DELIVERY

Conforming goods shall be delivered to Buyer's factory at the address indicated on page 1 hereof unless otherwise indicated on page 1 hereof. Buyer shall have the right to demand and to receive delivery in portions from time to time, but delivery shall be in a single lot unless Buyer makes such a demand. Seller shall not ship the goods under reservation, and no tender of a bill of lading shall operate as a tender of the goods. Seller shall use its best efforts to ship the goods on or about the date specified.

3. TRANSPORTATION INSTRUCTIONS

Bill of Lading – Original, or comparable shipping document, must accompany invoice.

Cartage – No charge allowed by Buyer unless otherwise agreed.

Routing – Cheapest way: Prepaid or collect as indicated on purchase order.

Premium Transportation – The Seller agrees to bear the expense of any premium transportation charges unless otherwise agreed.

Prepaid transportation charges appearing on Seller's invoice must be supported by a paid freight bill, or equivalent.

Insurance – The Seller agrees to bear the expense of any insurance.

4. WARRANTY OF MATERIAL

In addition to warranties implied in fact or law, Seller expressly warrants all material and work covered by this order to be of quality, quantity, size, description, and dimensions specified. Buyer's approval of sample shall not be deemed to waive any warranty as to any defect or unfitness not in fact discovered in Buyer's inspection and test. Specifications or blueprints supplied by Buyer shall govern, regardless of approved sample. All goods shall be subject to inspection and rejection at Buyer's facility. Any material which may prove, through inspection, service, or otherwise, to be defective may, at Buyer's option, but without prejudice to Buyer's right to consequential damages, either be returned for credit or for replacement at the purchased price at any time within one year after delivery and no warranty will be deemed to have been waived by reason of Buyer's receipt of or payment for merchandise or services. Material rejected due to inferior quality or workmanship will be returned F.O.B. Buyer's shipping point and transportation both ways will be at Seller's expense. This warranty shall also inure to the benefit of Buyer's customer or user of the equipment or material.

5. OVERSHIPMENT

Materials shipped on this order must not be in excess of quantity ordered. Overshipments, if returned at option of Buyer, will be returned at Seller's expense.

6. LIENS

All items delivered hereunder shall be free and clear from all liens and encumbrances.

7. PRICE

If no price is stipulated herein, the goods shall be charged at prices not exceeding the last previously quoted or charged to Buyer. Seller warrants that the prices named herein are as low as any net price now given by Seller to any other customer of the same class for like materials and like quantities; and Seller agrees that, if at any time during the pendency of this order lower net prices are quoted under

similar conditions, said lower net prices shall be from that time substituted for the prices contained herein.

8. TOOLS

Unless otherwise specified, all necessary material or tools including dies, gauges, jigs, or fixtures required to execute this order are to be supplied by Seller. If Buyer agrees to pay for or furnish any material or tools, dies, gauges, jigs, or fixtures in connection with this order, said items shall be and remain Buyer's property, shall be held by Seller on consignment, and shall be used exclusively for buyer unless Buyer directs otherwise. Seller will account for said items and keep them fully covered by insurance at all times without expense to Buyer. It is understood and agreed that said items may be removed by Buyer at any time and shall not otherwise be disposed of by Seller without written permission from Buyer. Seller will maintain said tools and similar equipment in good working condition.

9. 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 order and Seller further agrees not to disclose such data, designs, drawings, specifications, and other information to others except for the performance of this order under similar restrictions against use and disclosure. Upon completion, cancellation, or termination of this order, 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 the Seller, and the Seller agrees that none of the details connected herewith shall be published or disclosed to any third party without the buyer's written permission.

10. CHANGES

Buyer reserves the right to reschedule, cancel, or change the quantities as well as to make other changes on this purchase order prior to the specified shipping date by written notice to Seller; and the extent of compensation or reimbursement, if any, shall be negotiated between Buyer and Seller on a fair, just, and equitable basis.

11. PATENT WARRANTY

Seller warrants that the goods delivered under this order do not infringe any valid patent, trademark, or copyright owned or controlled by any other corporation, firm, or person and agrees to hold Buyer and/or customers of Buyer harmless against any and all liability, loss, and expense by reason of any claim, action, or litigation arising out of any alleged or actual, direct or contributory infringement, of any patent, copyright, or trademark, foreign or domestic, resulting from the use or sale of said goods or any parts thereof, provided that Seller be given timely notice and opportunity to settle said claim and any opportunity as is afforded by applicable laws, rules, or regulations to undertake defense of any action or litigation arising therefrom.

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.



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 damages 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.

14. GOVERNMENTAL LAWS

In accepting this order, Seller warrants that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and with orders and regulations of the Administrator of the Wage Hour Division issued (hereunder, as amended). Seller agrees that this warranty may be considered as the written assurance contemplated by said Act as amended that all items delivered hereunder were produced in compliance with said Act. Seller warrants that it has complied with all other applicable laws, regulations, and ordinances of the United States government or any state or municipal government which may now or hereafter govern performance under this contract.

15. ASSIGNMENT

No part of this order may be assigned or sublet without Buyer's prior written consent.

16. EQUAL EMPLOYMENT OPPORTUNITY

Unless this order is exempt in accordance with the rules, regulations, and orders applicable under Presidential Executive Order 11246 issued September 24, 1965, the provisions of the Equal Opportunity Clause of Section 202 of Executive Order 11246, as amended, and any rules, regulations, or orders subsequently promulgated thereunder (41 C.F.R. Part 60-1), (subject to necessary changes in language as shall be appropriate to identify the parties and their undertakings) and the provisions of the Equal Employment Opportunity Agreement and Compliance Certificate signed by Seller are hereby, by this specific reference thereto, incorporated in this order, but this clause shall not be construed to enlarge or extend any obligations of the parties under the terms of said Executive Order.

17. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Seller warrants that the manufacture and design of the items covered by this purchase order comply with the standards, rules, orders, and regulations promulgated or prescribed pursuant to the Occupational Safety and Health Act of 1970 as amended.

18. ENTIRE AGREEMENT

This order sets forth the entire agreement between the parties, hereto or with respect to the subject matter hereof and supersedes all communications, representations, or agreements, whether oral or written. No agreement or understanding varying or extending the provisions of this order will be binding on Buyer unless in writing and signed by its duly authorized representative.

19. APPLICABLE LAW

To the extent that Federal law does not apply herein, this order shall be governed by and construed according to the laws of the State of Connecticut.

20. CUMULATIVE RIGHTS AND REMEDIES

The rights and remedies herein reserved to Buyer shall be cumulative and in addition to any other or further rights and remedies provided in law or equity.

21. CAPTIONS

Captions as used in this order are for convenience only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

22. DENIED PARTY SCREENING

Supplier shall perform denied party screening on its employees and other parties (including sub-tier suppliers) whom Supplier engages to perform production activities or Services under this Purchase Order. The Supplier must identify any person or entity that is ineligible to perform such activities or Services because they are either identified as a Specially Designated National ("SDN"), as determined by the U.S. Office of Foreign Assets Control ("OFAC"), or identified as a denied party pursuant to any embargo, sanction, debarment or denied party designation maintained by the U.S. government or any non-U.S. government or union of states (e.g., European Union).

23. Supplier shall notify Buyer immediately, in writing, if any of Supplier's employees or sub-tier suppliers who have been designated as an SDN, debarred, sanctioned or designated as a denied party and have performed production activities or Services under this Purchase Order. Supplier shall conduct periodic re-screening on a quarterly basis and shall maintain records for a period of five-years and make these records available to Buyer upon request. Supplier shall incorporate this provision in all subcontracts with its suppliers or independent contractors with whom Supplier engages or employs to perform production activities or Services under this Purchase Order.

24. ACCEPTANCE

The order incorporating these Conditions of Purchase becomes a binding contract on the terms set forth herein when it is accepted by Buyer's acknowledgment or commencement of performance. This order may be so accepted only on the exact terms herein set forth (including the modes of acceptance specified in the immediately preceding sentence) and no conditions stated by Seller in accepting this order shall be binding on buyer if different from or in addition to the conditions set forth herein.