

Part I.

GENERAL TERMS AND CONDITIONS

This order is accepted subject to the following conditions:

1. All prices quoted are firm for 90 days F.O.B. Watertown, CT.
2. All invoices will be paid by Buyer within thirty days after receipt and acceptance of goods.
3. Title to and risk of loss on all items shipped shall pass to the Buyer at F.O.B. Watertown, Connecticut unless otherwise expressly provided herein.
4. Seller warrants all items covered by this purchase order to be free from defects in workmanship and materials, to conform strictly to applicable specifications, drawings and approved samples, if any, only while the goods or parts are under the ownership and control of the original buyer. Seller's liability under this paragraph shall cease upon acceptance of the goods by the Buyer.
5. There are no implied warranties of merchantability or fitness for a particular use. These warranties are specifically and expressly disclaimed and excluded.
6. The Seller's liability shall be limited solely to the cost of manufacture of the parts, articles or items manufactured by the Seller and said liability shall cease upon acceptance. In no event shall the Seller be liable for incidental or consequential damages which may result from a breach of warranty described in 4. above.
7. The Buyer agrees to pay for all tool and design charges, if any, made necessary by any changes in design or specifications mutually agreed upon.
8. The Buyer covenants and agrees to hold the Seller harmless from any loss, damage or liability resulting from infringements of patents or trademarks.
9. All tools manufactured or built for the manufacture of parts or other articles which are the subject of this Purchase Order shall remain in the possession of the Seller, but shall be used exclusively for the production of parts or articles of the Buyer who has paid for the tools. Title to the said tools shall pass to the Buyer upon payment therefor.
10. Any sales or use tax, revenue, excise or other tax imposed after the date of acceptance of the Purchase Order which may be applicable to the subject of the Purchase Order will be invoiced to the Buyer as a separate item.
11. Seller covenants and agrees to maintain all tools owned by the Buyer on Seller's premises in condition to furnish parts as per original specifications, except Seller's liability in this regard shall not extend for more than two (2) years beyond completion of the most recent production order.
12. All claims must be made within 90 days of shipment.

Part II. **DISCLAIMER OF CUSTOMER WEBSITE TERMS & CONDITIONS**

Please note that all sales are strictly in accordance with our published standard terms and conditions.

All sales solely in conformance with our published standard terms & conditions.

No others apply.

ALL CLAIMS MUST BE MADE WITHIN 90 DAYS OF SHIPMENT.

Regarding Website Orders & Information:

Please note that: We (Seller) acknowledge receipt from you (Buyer) of the order as identified above. This order is subject to the express terms and conditions as published in Section I of this Website advisory, notwithstanding any terms and conditions included in the Buyer's Internet Purchase Order. Our acceptance of Buyer's Internet Purchase Order is limited to the specific goods ordered, shipment date, pricing and similar content, and was, in no way intended as acceptance of any terms and conditions (i) which are materially different from, or (ii) would vary in any material way Seller's Terms and Conditions, all of which are hereby objected to and rejected by Seller even if acknowledged or accepted on Buyer's Internet Purchase Order referenced above. This acknowledgement, however, shall not operate as a rejection of Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods. Similarly, if Buyer's Purchase Order was given in response to Seller's quotation, this acknowledgment is pursuant to the express terms and conditions of such quotation, reproduced with the possible exception of modifications as to quantity, price or delivery schedule, if any, in the above order entry.

Part III. **PURCHASE ORDER – TERMS AND CONDITIONS**

1. **Acceptance – Agreement.** Seller's commencement of work on the goods subject to this purchase order or shipment of such goods, whichever occurs, first, shall be deemed an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms as published within this Website advisory. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said addition or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms as noted below. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this purchase order shall be deemed material and are objected to and rejected but this purchase order shall not operate as a rejection of the Seller's offer unless it contains variances in the terms of the description, quantity, price, or delivery schedule of the goods.

2. **Termination for Convenience of Buyer.** Buyer reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonable have avoided.
3. **Termination for Cause.** Buyer may also terminate this order or any part hereof for cause in the event of any default by the vendor or if the vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of production which are defective or which do not conform to this order, failure to provide Buyer, upon request, of reasonable assurances of future performance and Seller becoming the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becoming insolvent, or bankrupt, of making assignments for the benefit of creditors, shall all be causes allowing Buyer to terminate this order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.
4. **Proprietary Information – Confidentiality – Advertising.** Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with this order. Such drawings, specifications or other documents and articles are to be returned to Buyer promptly upon its written request. Such request may be made at any time during or after completion of Seller's performance. The obligations under this paragraph will survive the cancellation, termination, or completion of this order. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner of at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto except such rights as may exist under patent laws.
5. **Warranties.** Seller expressly warrants that all goods and/or services provided by it: (a) shall be of good quality and workmanship and free from defects, latent or patent, (b) shall conform to drawings or plans specified or adopted by Buyer, (c) shall be merchantable and suitable and sufficient for their intended purpose, and (d) shall be free of any claim of any third part. None of the remedies available to Buyer for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Buyer in a separate agreement specifically designating such limitation and signed by an authorized representative of Buyer. Buyer's inspection and/or acceptance of and/or payment for goods and/or services shall not constitute a waiver by it of any warranties. Buyer's approval of any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver goods and to perform services conforming to specifications, drawings and descriptions.

6. **Price Warranty.** Seller warrants that the prices for the articles sold Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Seller reduces its price for such article during the term of this order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this purchase order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
7. **Tooling.** If this Purchase Order includes the cost designed manufacture and development tools, fixtures, dies, gauges, and samples which are required to fill the particular order ("tooling"), title to such tooling shall vest in the Buyer at the option of the Buyer. Such tooling shall be used only in performance of Buyer's purchase orders, unless otherwise provided by Buyer. Upon termination of completion of all such orders and upon the request of Buyer, the Seller shall return such tooling to the Buyer, or make it available for disposition by the Buyer.
8. **Force Majeure.** Buyer may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Buyer and shall deliver them when the cause affecting the delay has been removed. Causes beyond Buyer's control shall include, without limitation, government or failure of the government to act where such action is required, strikes or other labor trouble, fire, or unusually severe weather.
9. **Patents.** Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, or services furnished hereunder, and Seller further agrees to indemnify Buyer, its agents and customers against any and all expenses, losses, royalties, profit and damages including court costs and attorneys' fees resulting from any such suit or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any such suit proceeding if it so desires, and the costs of such representation shall be paid by Seller.
10. **Freight Rates, Duties or Taxes.** Any reduction in applicable freight rates, custom duties, import taxes, excise taxes and/or sales taxes from those in force on the date of this Purchase Order, whether separately stated on the face of the order or not, shall be paid to Buyer or credited against the price of the goods. This Purchase Order includes any and all related customs duty drawback rights which are transferable from Seller to Buyer. Seller shall inform Buyer of the existence of any such rights and upon request, supply such documents as may be required for Buyer to obtain any such drawback.
11. **Indemnification.** Seller shall defend, indemnify and hold Buyer harmless against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. Seller shall maintain such public liability insurance, including products liability, completed operations, workers compensation and employer's liability insurance as will adequately protect Buyer against such damages, claims, liability and expenses (including attorneys' fees). Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.

12. **Changes.** Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
13. **Inspection/Testing.** Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods which are in Buyer's judgment defective, nonconforming, or otherwise in violation of Seller's warranties. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Buyer's other rights. Buyer may charge Seller all expenses or unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods whose defects or nonconformity are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.
14. **Entire Agreement.** This purchase order, and any documents referred to on the face hereof, constitute the entire agreement between the parties.
15. **Assignments And Subcontracting.** No part of this order may be assigned or subcontracted without prior written approval of Buyer.
16. **Setoff.** All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.
17. **Shipment.** If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this purchased order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer.
18. **Waiver.** Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
19. **Delivery.** Time is of the essence of this contract, and if delivery of items or rendering of services is not completed by the time promised, Buyer reserves the right, without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.

20. Limitation on Buyer's Liability – State of Limitations. IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with our resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unity thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description or Seller's attorneys' fees and other expenses incurred in connection with any such claim. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued. Buyer shall reimburse Seller for any attorneys' fees and other legal expenses incurred in enforcing or defending its rights under any contract arising from this purchase order.

21. Governing Law. Any contract resulting from Seller's quotation, or acceptance of a purchase order, and all obligations of the parties thereto, shall be construed in accordance with and all disputes governed by, the laws of the State of Connecticut, U.S.A. (without reference to its conflicts of laws rules), including provisions of the Uniform Commercial Code as adopted by the State of Connecticut. The parties expressly reserve applicability to any such contract of the United Nations Convention Contracts for the International Sale of Goods. Seller, submits to the exclusive jurisdiction of the courts, both State and Federal, located in the State of Connecticut, U.S.A. in the event of any proceedings therein in connection herewith.