

1. Prompt acknowledgment of receipt of this Purchase Order, giving definite date of shipment, constitutes an acceptance hereof by Seller. If shipping dates cannot be met, inform the Company in writing by return mail of the Seller's best possible ship date for the Company's acceptance. Seller shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment or when it delivers to the company any of the items ordered, or renders for the Company any of the Services ordered herein. The Company shall not be bound by this order until seller executes and returns to the Company the acknowledgment copy of the order. Formal objection is hereby made to any additional or different terms Seller might propose in your acceptance.

2. No Agreement or understanding to modify this contract shall be binding upon the Company unless in writing and signed by the Company's authorized agent all specifications, drawings, and data submitted to Sellers with this order are hereby incorporated herein and made a part hereof. In case of any discrepancies or questions, Seller shall refer to the Company for decision or instructions or interpretation.

3. Time is the essence of this Purchase Order. If ship dates are not made at the time agreed upon, the Company reserves the right to cancel or to purchase elsewhere, and hold Seller accountable therefore.

4. Seller's price shall not be higher than last quoted or charged to the Company unless otherwise agreed in writing.

5. Shipments must equal exact amounts ordered unless otherwise agreed by the Company.

6. Seller warrants all materials or services delivered hereunder to be free from defect of material or workmanship and to conform strictly to the specifications, drawings, or sample specified or furnished. If articles or equipment are to be installed by Seller, Seller warrants such items will function properly when installed. This warranty shall survive any inspection, delivery, acceptance, or payment by the Company of the materials or services. Said warranties shall be in addition to any warranties of additional scope given to the company by the Seller.

7. Final Inspection shall be on the Company's premises unless otherwise agreed in writing. Materials rejected as not conforming to his purchase order shall be returned at Seller's expense including transportation and handling costs. All shipments must include packing slips, otherwise the Company's count will be accepted as final and conclusive.

8. All materials including tools furnished or specifically paid for by the Company shall be the property of the Company and shall be subject to removal at any time without additional cost upon demand by the Company and shall be used only in filling orders for the Company, and shall be kept separate from other materials, or tools, and shall be clearly identified as the property of the Company. Seller assumes all liability for loss or damage, with the exception of normal wear and tear.

9. The Seller agrees to defend at its own expense, the Company and Distributors and Dealers in and Users of the products of the Company and to hold them harmless; with respect to any and all claims that the products or materials furnished by Seller under this purchase order infringe any US or foreign Letters, Patents, and with respect to any and all suits and controversies, demands, and liabilities arising out of any such claim, provided that the foregoing shall not apply to any infringement resulting from Seller's use of a patented invention required to comply with the written instructions of

the Company if such patent invention is not normally utilized by Seller.

10. Except as may be otherwise provided in this purchase order, the contract price includes all applicable Federal, State, and local taxes in effect on the; date of this purchase order. In case of new taxes or increased rates or the repeal of taxes or the reduction of rates, contract price shall be adjusted accordingly. When applicable, such taxes shall be billed as separate items on Seller's invoice.

11. Seller shall not delegate any duties, nor assign any rights, or claims under this purchase order, or for breach thereof, without prior written consent of the Company, and any such attempted delegation or assignment shall be void. All claims for monies due or to become due from the Company shall be subject to deduction by the Company for any setoff or counterclaim arising out of this or any other of the Company's Purchase Orders with seller, whether such setoff or counterclaim arose before or after such an assignment by the seller.

12. The Company shall have the right to make, from time to time and without notice to any sureties or assignees changes as to packing, testing, destinations, specifications, designs and delivery schedules (postponements only). Seller shall immediately notify the Company of any increases or decreases in costs caused by such changes and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this Purchase Order.

13. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Seller, including any proceedings under the Chandler Act, or in the event of the appointment, with or without Seller's consent of an assignee for the benefit of creditors of a receiver, then the Company shall be entitled to cancel any unfilled part of this Purchase Order without any liabilities whatsoever.

14. This Purchase Order and the acceptance thereof shall be a contract made in the State shown in the Company's address on the face of this Purchase Order and governed by the laws thereof.

15. Seller shall value Shipments made by express and airfreight in accordance with the following schedule. A shipment weighing 100 pounds or more shall be valued 50 c per pound. A shipment weighing less than 100 pounds shall be valued at \$50. The Company's insurance covers any higher valuations. If Seller values any shipment at a higher valuation than here specified, then the Company shall have the right to bill Seller for any extra insurance charges resulting from such higher valuation.

Special Note: Applicable only to shipments made F.O.B shipping point.

16. Any losses accruing from deviation from the Company's routing instructions shall be charged to Seller's account.

17. Seller shall forward to the Company, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made.

18. The Company shall at all times have title to all drawings and specifications furnished by the Company to Seller and intended for use in connection with this Purchase Order. Seller shall use such drawings and specifications only in connection with this purchase order, and shall not disclose such drawings or specifications to any person, firm, or corporation other than the Company's or Seller's employees,

subcontractors, or Government inspectors. The Seller shall, upon the Company's request or upon completion of this Purchase Order, promptly return all drawings and specification to the Company.

19. By acceptance of this Purchase Order the seller represents that it has and will continue during the performance of this order, comply with the provisions of all Federal, State, and local laws and regulations by which liability may accrue to the Company from any violation hereof. By acceptance hereof, the Seller certifies compliance with the Fair Labor Standards Act of 1938, as amended in performance of this order.

20. Unless otherwise agreed, discount is to be calculated from the date invoice is received in proper form or shipment is received, whichever is the later.

CONDITIONS APPLICABLE TO ORDERS PLACED UNDER U.S. GOVERNMENT CONTRACTS AND SUBCONTRACTS

The following terms and conditions shall also apply if this order bears Government contract number D.O. rating or other indication. This Purchase Order, and the acceptance thereof, shall be deemed as subcontract where so indicated.

1. This contract is subject to the Renegotiation Act of 1951, as amended, and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an Act of Congress heretofore or hereafter enacted. Subject to the foregoing this contract shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

Seller agrees to insert the provisions of this clause, including this paragraph. In all subcontracts as that term is defined in Section 103g of The Renegotiation of 1951 or any subsequent act of Congress providing for the renegotiation of contracts.

2 This order shall be subject, unless otherwise provided by law, to all the provisions of the Vinson-Trammell Act as amended and extended (34 U.S.C.A. 496. and 10 U.S.C.A 311) and shall be deemed to contain all the agreements required by Section 3 of said Act. This paragraph shall not be construed to enlarge or extend by contract the obligations imposed by said Act. Seller agrees to insert in such subcontracts hereunder as are specified in said Act either the provisions of this clause or those required by said Act.

3. The Comptroller General of the United States: or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of Seller involving transactions related to this subcontract. The term "Subcontract" as used to his clause, excludes (i) Purchase Orders not exceeding \$1000 and (ii) subcontracts or Purchase Orders for public utility services at rates established for uniform applicability to the general public.

4. The Seller will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship

5. In the event the timely performance of this order is delayed or threatened by any actual or potential labor dispute. Seller shall immediately notify the Company of all relevant information with respect to such dispute. Seller shall include the substance of this paragraph, including this clause, in any its subcontracts hereunder.

6. Seller agrees to accept such of the following provisions of the Armed Services Procurement Regulations in effect on the date hereof as are included in the Company's price contract with the Government or the Company's subcontract under a Government prime contract: Buy American Act (ASPR 7-103.14). Walsh Healy Act (ASPR 12103, 17). Eight Hour Law of 1912 (ASPR 12-303.1). Patent Indemnity (ASPR 9-103.1), Notice and Assistance (ASPR 9-104). Patent Rights (ASPR 9-107.1). Data and Copyright (ASPR 9-203). Executive Order 10925 of March 6, 1961.

Where necessary to make the context of the above provisions applicable hereto, the term "Contractor" shall mean Seller the term "Contract" shall mean this Purchase Order, and the term "Government" and "Contracting Officer" shall include the Company.