PURCHASE ORDER TERMS & CONDITIONS

Buyer OBJECTS in advance to the inclusion of any additional or different terms proposed by Seller in his acceptance or acknowledgment of this order. The inclusion of such terms by the Seller will be of no significance, 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.

2. EXCUSABLE DELAYS
   Neither party shall be liable for damages resulting from delays arising out of causes beyond its control and without its fault or negligence, including acts of God, acts of the Government, fires, floods, strikes, freight embargoes, and unusually severe weather, nor for any delay in the delivery of goods beyond the delivery date resulting from causes beyond Seller's control and without its fault or negligence, including acts of God, acts of the Government, fires, floods, strikes, freight embargoes, and unusually severe weather.

3. PACKING AND SHIPPING
   The Buyer estimates based upon arrangements with the shipping company that the goods will be shipped FOB destination. Seller shall pack and ship the goods in such manner as to minimize the risk of damage or loss. In the event of a termination for default, Buyer's liability shall be limited to the payment of the purchase price for delivery of the goods as herein provided; (b) all risks of loss or damage to any property received by Seller from or for the Buyer's account, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.

4. INVOICING
   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. INSPECTIONS AND TESTING
   Buyer has the right to inspect, test and accept any of the goods as received by the Buyer at any time prior to performance by Seller. Any goods which are not of acceptable quality may be rejected.

6. WARRANTY
   All goods furnished by Seller and any services or installation relating thereto pursuant to this order shall be warranted to the Buyer's satisfaction. Any defects in the design, workmanship, or materials and to the extent known to Seller for the Buyer's intended purposes. The warranty period shall begin on the date the goods are delivered to the Buyer.

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

8. CHANGES
   Buyer may at any time make changes in shipping and packing instructions, quantities, drawings, designs, specifications, place of delivery and/or delivery schedules, and such changes shall be subject to the written approval of Buyer.

9. TERMINATION FOR DEFAULT
   Buyer may terminate all or any part of this order by giving notice of default to Seller. If Seller does not comply with any of the provisions of this order or so fails to make progress as to endanger performances hereunder; or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors.

10. TERMINATION FOR CONVENIENCE
    Buyer may terminate this order at any time for its convenience, in whole or in part, in which event, Buyer's sole obligations shall be to reimburse Seller for (a) those goods actually shipped and accepted by Buyer up to the date of termination, and (b) costs incurred by Seller for unfinished goods, which are specifically manufactured for Buyer and which are not standard products of the Seller, as of the date of termination, plus a reasonable profit thereon. In no event shall Buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.

11. STOP WORK ORDER
    Buyer may at any time by written notice to the Seller stop all or any part of the work called for by this order. Upon receipt of such notice, the Buyer shall take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of this order.

12. 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 goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incident thereto.

13. 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 its order and Seller agrees to deliver such information to Buyer in writing within 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.

14. RISK OF LOSS
    Seller assumes the following risks: (a) all risks of loss or damage to all goods, 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 the goods as herein provided; (c) all risks of loss or damage to any property received by Seller 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 goods or part thereof rejected by Buyer, from the time of shipment thereof to Seller until delivery thereof to Buyer.

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

16. NORTH AMERICAN FREE TRADE AGREEMENT
    Seller agrees to deliver as a separate line item a NAFTA Certificate of Origin (Customs Form 434) for all goods that meet the NAFTA Rules of Origin. Buyer reserves the right to withhold all payments to the Seller until such time as a completed NAFTA Certificate is delivered. A NAFTA Certificate is mandatory for all goods which are labeled "MADE IN THE USA."

17. LAWS AND REGULATIONS
    Seller shall comply with all applicable Federal, State and Local laws, statutes and ordinances, including, but not 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.

18. STOP WORK ORDER
    Buyer may at any time by written notice to the Seller stop all or any part of the work called for by this order. Upon receipt of such notice, the Seller shall take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of this order.

19. 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 goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incident thereto.

20. 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 its order and Seller agrees to deliver such information to Buyer in writing within 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.

21. RISK OF LOSS
    Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of...