

## STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **RISK OF LOSS.** The seller shall bear all risk of loss of any merchandise covered by this purchase order until physically delivered to the buyer at the F.O.B. point designated on the face of this order.
  2. **PAYMENT.** Invoices shall be rendered and must contain pertinent P.O. information to be deemed complete, failure to provide this information may result in return of the invoice. Subject to any available discount for early payment, which discount shall be conspicuously noted on the invoice, the net amount of the invoice shall be paid by check (or at the buyers option, by electronic or wire transfer).
  3. **SHIPMENT.** No charges for taxes, transportation, boxing, packaging, crating, or returnable containers will be allowed and paid by Buyer unless separately stated hereon. All sales, use excise or similar taxes to be paid by Buyer must be itemized separately hereon and on invoices.
  4. **QUANTITIES.** The specific quantity ordered must not be changed without the Buyer's consent in writing. Any unauthorized quantity is subject to the Buyer's rejection and return at the Seller's expense.
  5. **PRICE.** If the price is not stated in this order, it is agreed that the merchandise will be billed at the price last quoted in writing, or at the prevailing market price, whichever is lower. No additional charges of any kind, including charges for boxing, packaging, cartage, or other extras will be allowed unless specifically agreed to in writing by the Buyer. The seller warrants that the price being charged the Buyer is no higher nor the terms, taken as a whole, less favorable than in respect to its current sales of the same merchandise to any other customer.
  6. **LEGAL MATTERS.** The Seller represents that the merchandise covered by this order was not manufactured and is not being sold or priced in violation of the Fair Labor Standards Act of 1938, Executive Orders 11114, 11246, 11375, and 11701, with respect to nondiscrimination in employment by government contractors and subcontractors, or any other federal, state, or local law. This agreement shall be governed by the laws of the State of Connecticut applicable to contracts executed and performed entirely within the state.
  7. **WARRANTY, SPECIFICATIONS.** The seller expressly warrants that any merchandise delivered pursuant to this order will be in exact accordance with this order, (or other description or specification set forth in writing by the Buyer.) will be free from defects in material and workmanship and shall be merchantable and fit for its intended use. Such warranty shall survive delivery and inspection, and shall not be deemed waived either by reason of Buyer's acceptance of such merchandise or by payment for it. Any deviations from this order of specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by the Buyer.
  8. **CANCELLATION UPON SELLER'S DEFAULT.** Buyer may cancel this order upon a default by Seller. Upon such cancellation, the Buyer shall have no obligation with respect to merchandise that was not delivered prior to the cancellation and may seek damages and/or other remedies to redress the breach. The following shall constitute a Default by Seller: (a) the Seller's failure for any reason to make deliveries as specified herein, time being of the essence in this contract; (b) the Seller's breach of terms hereof including, without limitation, the warranties of Seller; and (c) if Seller shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of its creditors, (iv) be adjudicated as bankrupt or insolvent, (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors of seeking to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or (vi) take any corporate action for the purpose of effecting any of the foregoing.
  9. **CANCELLATION AT BUYER'S DISCRETION.** The Buyer may cancel any portion of this order deliverable twenty (20) calendar days or more.
- After notice of cancellation is given, Buyer shall have no liability to Seller with respect to the portion of the order that was cancelled and Seller shall promptly return to Buyer any monies paid by Buyer with respect to that portion of the order which was cancelled.
10. **INSPECTION AND ACCEPTANCE.** All goods shall be received subject to the buyer's right of inspection and rejection. "The Buyer reserves the right to source inspect purchase product(s) prior to shipment by the supplier and also extends that right to our customers when specified/requested by our customer". Defective goods or goods not in accordance with the Buyer's specifications will be held for the Seller's instructions at the Seller's risk and if the Seller directs, will be returned at the Seller's expense. Payment for merchandise on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the Buyer may have against the Seller.
  11. **PATENTS.** The seller warrants the material purchased hereunder does not infringe any patents granted by the United States and covenants and agrees to save harmless and protect the Buyer, its successors, assigns, customers and users of its products, against any claims or demand based upon such infringement and after notice, to appear and defend at its own expense any suits at law or in equity arising therefrom.
  12. **SPECIAL TOOLING.** If the price of this order includes special dies, jigs, tools or patterns used to manufacture the articles ordered, these special dies, jigs, etc. shall become the property of the Buyer and shall not be used by the Seller for any other job or concern except with the Buyer's written consent. Upon termination of this order, these dies, jigs, tools, patterns, etc. belonging to the Buyer shall be disposed of as directed by the Buyer.
  13. **CONFIDENTIAL RELATIONSHIP.** The Seller agrees to treat as strictly confidential all specifications, drawings, blueprints, nomenclature, samples, models and other information supplied by the Buyer. Unless the written consent of seller is first obtained, the Seller shall not advertise, publish or release for publication any statement mentioning the seller. The Seller shall not reveal any information relating to this order to any person not entitled to receive it.
  14. **ASSIGNMENT.** This agreement may not be assigned by Seller without the Buyer's written consent.
  15. **MODIFICATION.** This agreement may be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
  16. **WAIVER.** No claim or right arising out of a breach of this agreement may be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver or renunciation is in writing signed by the aggrieved party.
  17. **GOVERNMENT CONTRACTS.** If a United States government contract is noted on the reverse side, this order is subject to the terms and conditions which may be imposed by the contract.
  18. **SPECIFIC ENFORCEMENT.** Seller agrees that a breach of paragraph 11, 12, or 13 of this agreement would threaten Buyer within an injury that would not be recompensable in money damages. Seller agrees that a Buyer may specifically enforce these provisions in an action brought in federal or state court in Connecticut. Seller consents to the jurisdiction of said court for the purposes of such specific enforcement action and waives any objections it may have to venue in such forum.
  19. **ARBITRATION.** Subject to paragraph 18, the parties agree that any and all disputes arising from or relating to this agreement shall be resolved in arbitration before a single arbitrator using the facilities of the American Arbitration Association ("AAA") and subject to the Commercial Arbitration Rules of such organization. Such arbitration shall be held in an AAA office in or nearest to New Haven, Connecticut.
  20. **LEGAL JURISDICTION.** This agreement shall be governed by the substantive laws of the State of Connecticut.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE PURCHASE OF THE GOODS DESCRIBED HEREIN AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS OR AGREEMENTS, EITHER ORAL OR WRITTEN WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION OR STATEMENTS OF ANY KIND MADE BY ANY REPRESENTATIVES OF THE BUYER, WHICH ARE NOT STATED HEREIN SHALL BE BINDING ON BUYER. NO ADDITION TO OR MODIFICATION OF ANY PROVISION OF THE CONTRACT SHALL BE BINDING UNLESS MADE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE BUYER. NO COURSE OF DEALING OR USAGE OF TRADE OR COURSE OF PERFORMANCE SHALL BE RELEVANT TO EXPLAIN OR SUPPLEMENT ANY TERM EXPRESSED IN THIS CONTRACT.