

## PURCHASE ORDER TERMS AND CONDITIONS

### 1. ORDER ACCEPTANCE

Seller's complete acceptance of this order will be presumed unless the seller acknowledges exceptions within fifteen (15) days after the date of this order.

In the event exception is acknowledged, as provided herein, buyer and seller shall then negotiate mutually acceptable terms and conditions.

### 2. PRICE

This order shall not be filled at prices higher than those shown on this order, unless such increased prices have been authorized by the buyer. Seller warrants that the prices to be charged for articles or services ordered herein are not in excess of prices charged to other customers similarly situated, for similar quantities of goods of like quality.

### 3. CASH DISCOUNT

Discounts shall be calculated from the date the material is received by the buyer at the destination designated in the order.

### 4. DELIVERY

Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in the Purchase Order. Delays in shipment shall be reported immediately by the seller to the buyer. Buyer reserves the right to cancel this order in whole or in part if seller should fail to make deliveries in accordance with the terms of the Purchase Order and any Corporate Purchase Agreement referenced herein.

### 5. PATENT, TRADEMARK, COPYRIGHT INDEMNITY

Seller agrees to identify, and save harmless the buyer, its successors, assigns, and/or its customers from and against my and all expenses, liabilities or other losses arising from or by reason of any actual or claimed infringement of patents, trademarks, or copyrights, and to defend any suits based thereon, with respect to the equipment or materials furnished hereunder by the Seller, except where the claimed infringement arises by reason of the equipment or materials furnished hereunder upon designs or drawings originated by the buyer.

### 6. WARRANTY

The Seller warrants that all materials or services delivered hereunder will conform to the design and specifications and to drawings, samples or other descriptions referred to in this order, will conform strictly to the requirements of this order, and will be free from defects in material and workmanship.

Such warranties shall survive any inspection, delivery, acceptance, or payment by the buyer of the materials or services, for a period of six months following date of shipment, unless otherwise specified herein.

7. COMPLIANCE WITH LAWS

Seller shall comply with all Federal, State, and local laws, applicable to this order.

8. EQUAL OPPORTUNITY

Seller further agrees to comply with the provisions of all rules and regulations (including those of the Secretary of Labor) and Executive Orders (including Nos. 11246, 11375, 111624, 11701, and 11758) applicable to this order regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap and veteran status.

9. BUYER'S PROPERTY

All material including tools, furnished and specifically paid for by buyer unless otherwise specified herein, shall be the property of the buyer, shall be subject to removal at any time without additional cost upon demand by the buyer, shall be used only in filling orders from the buyer, shall be kept separate from other materials or tools, and shall be clearly identified as the property of the buyer. Seller assumes all liability for loss or damage, with the exception of normal wear and tear, and agrees to supply detailed statements of inventory promptly upon request.

10. TAXES

Except as may be otherwise provided in this order, the contract price shall include all applicable Federal, State, and local taxes of any kind in effect on the contract date.

11. ASSIGNMENT

Seller shall not delegate any duties nor assign any rights or claims under the contract or for breach thereof without the written consent of buyer and no such attempted delegation or assignment shall be binding on buyer. All claims for moneys due from buyer shall be subject to deduction by buyer for any setoff or counterclaim arising out to this or any other of buyer's transactions with seller whether such setoff or counterclaim arose before or after such assignment by seller.

12. CHANGES

Buyer may at any time make changes in the delivery schedules, drawings, quantities, designs and specifications but no change will be allowed unless authorized by the buyer in writing. Buyer may also make changes in the method of shipping or packing and place of delivery by any means of communication. If any such change affects cost or delivery schedules of this order, an equitable adjustment shall be made, provided seller makes a written claim therefore within 15 days from the date of buyer's written notification.

13. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against seller, including any proceeding under the applicable

Federal or State Bankruptcy law currently in effect, or in the event of the appointment, with or without seller's consent, of an assignee for the benefit of creditors or of a receiver, the buyer shall be entitled to elect to cancel any unfilled part of this order without any liability whatsoever.

14. TITLE TO SPECIFICATIONS

Buyer shall at all times have title to all drawings and specifications furnished by buyer to seller and intended for use in connection with this order. Seller shall not disclose such drawings and specifications to any person, firm or corporation other than buyer's or seller's employees, subcontractors, or Government Inspectors. The seller shall, upon buyer's request, promptly return all drawings and specifications to the buyer.

15. OBJECTIVES QUALITY EVIDENCE

Seller agrees to maintain objective quality evidence for materials supplied hereunder in accordance with the requirements of MIL-Q-9858A or MIL-Qp45208A. Seller shall supply this evidence to buyer upon request.

16. LABOR DISPUTES

Seller agrees that whenever and actual or potential labor dispute delays or threatens to delay the timely performance of the order, seller will immediately give notice thereof to the buyer.

17. RENEGOTIATIONS

This order shall be subject to any act of Congress providing for its renegotiation and shall be deemed to contain all of the provisions required for any such act.

18. TITLE AND RISK OF LOSS

Title and risk of loss shall pass to buyer at the F.O.B. point, provided, however, that the risk of loss shall remain with seller as to goods which are not accepted by buyer or which are rejected by buyer.

Unless otherwise specified all shipments shall be F.O.B. origin.

19. DEFECTIVE WORK

If any of the materials or services are defective in material or workmanship or otherwise not in conformity with the requirements of this order, buyer shall have the right to either reject them or to require their correction, and to return them at seller's risk and expense, including transportation both ways.

20. TERMS AND CONDITIONS INCORPORATED BY REFERENCE

The terms which the ASPR requires to be inserted in contracts or subcontracts will be deemed to apply to this Purchase Order.

21. O.S.H.A.

Seller warrants that all materials or services delivered hereunder shall comply with all provisions of the Williams-Streiger Occupation Safety and Health Act of 1970 including any then current rules and regulations issued there under.

22. OVERSHIPMENT

Subject to inspection and acceptance, buyer will be liable for payment only for quantities ordered and delivered. Over shipments shall be held at seller's risk and expense for a reasonable time waiting shipping instructions. Shipping charges for returns shall be at seller's expense.

23. WAIVER

Waiver of breach of any provision of this Purchase Order shall not constitute waiver of full compliance with such provision nor shall it be construed as a waiver of my other breach.

24. GOVERNING LAW

The Purchase Order shall be interpreted and governed in all respects according to the laws of the State of Massachusetts.