

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. This purchase order (this "Order") is for the purchase of the goods or services (collectively the "Goods") described on the face of this form and constitutes Buyer's offer to Seller. This Order shall be deemed accepted by Seller either by written acknowledgement on the face hereof or, in the absence of such acknowledgement, by delivery of any Goods. Acceptance by Seller shall create a firm contract solely on the terms and conditions of this Order, which may not be modified by any of Seller's order forms or other documents or in any other manner without Buyer's express written consent to such modification. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to this Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of this Order. This Order expressly limits Seller's acceptance to the terms of this Order. The terms and conditions herein prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. Seller is hereby notified of Buyer's objection to any terms inconsistent herewith and to any additional terms proposed by Seller in accepting or acknowledging this Order, and such terms shall not become a part of this Order unless accepted in writing by Buyer. Neither Buyer's subsequent lack of objection to any such terms, nor the acceptance of Goods ordered hereby, nor payment therefor, shall constitute or be deemed an agreement by Buyer to any such terms. Buyer may withdraw Buyer's offer or revoke acceptance at any time prior to shipment of Goods. The terms and conditions herein apply to any repaired or replacement Goods provided by Seller hereunder. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

2. PACKING. The Goods shall be packed and shipped by Seller in accordance with Buyer's instructions and with good commercial practice to ensure that no damage results from transportation, weather or other foreseeable conditions. In the absence of a packing list, Buyer's count as to the Goods shipped shall be final and conclusive.

3. DELIVERY AND CHARGES. Unless otherwise stated on the face of this Order, all deliveries are F.O.B. Buyer's facility listed on the face of this Order. The prices stated on the face of this Order include all insurance, packing, freight, taxes and other charges to the point of destination unless otherwise specifically noted. If Seller delivers the Goods prior to the delivery date designated on the face of this Order, Buyer shall be entitled to refuse delivery and, at Seller's expense, provide for the delivery of the Goods to a warehouse, and for their storage and re-delivery to Buyer on the proper delivery date. By providing for such transportation and storage, Buyer shall not be deemed to have waived any rights to reject other than those based on the early delivery. Time is of the essence on this Order and if deliveries are not made at the time and in the quantity specified on the face hereof, Buyer may cancel this Order in whole or in part, without any liability, and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the delivery date designated on the face of this Order. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill, bill of lading and any other documents necessary to release the Goods to Buyer within a reasonable number of days after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and

any other documents pertaining to this Order.

4. RISK OF LOSS. Seller shall bear all risk of loss for the Goods until they are physically delivered to Buyer's facility.

5. INSPECTION AND REJECTION. All Goods, raw materials, work in progress, and components to be incorporated into the Goods, as well as Seller's plant and premises, may be inspected and tested by Buyer at all reasonable times, including during the period of manufacture. Buyer's authorized agent, representative, customers or regulatory authorities reserve the right to conduct quality checks and performance audits to ensure Buyer, customer and industry regulatory requirements are being complied with. Seller or any subcontractor shall, at its own expense, provide safe and convenient means of inspection to Buyer's inspectors. Buyer shall be entitled to charge Seller for any additional inspection costs which result from such items not being ready or available for inspection or testing or if such inspection or testing is conducted after a prior rejection of any Goods. Seller shall provide and maintain an inspection system acceptable to Buyer with respect to any Goods and shall keep complete records of the inspection work until three years after the conclusion of the warranty period specified herein. Notwithstanding any other inspection, the Goods are subject to final inspection and acceptance at Buyer's facility, or at such other location as is specified in writing by Buyer, and no prior inspection or payment shall be deemed an acceptance or a waiver of any rights or shall in any way relieve Seller from its obligations or liabilities hereunder. Without limiting any of Buyer's other remedies, Buyer shall be entitled to reject any defective or nonconforming Goods, in whole or in part, and at its option, return them to Seller for cash refund or credit. Any rejected Goods may also be held at Seller's risk if Seller does not remove the Goods within ten days after notice of rejection and Buyer may sell or otherwise dispose of any rejected Goods for Seller's account. Buyer shall further be entitled to full reimbursement for any transportation charges, packing, or any other charges incurred in connection with the receipt, reshipment or disposition of nonconforming or defective Goods. Buyer, at its option, may accept late or nonconforming Goods, and Seller will agree to an equitable adjustment in the Price (defined below) of those Goods.

6. PRICE. The price of the Goods is the price stated in the face of this Order (the "**Price**"). If no price is included, the Price shall be the price set out in Seller's published price list in force as of the date of this Order. Unless otherwise specified in this Order, the Price includes all packaging, transportation costs to the delivery location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

7. PAYMENT TERMS. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the terms and conditions hereof. Buyer shall pay all properly invoiced amounts due to Seller according to agreed upon payment terms, except for any amounts disputed by Buyer in good faith. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Order notwithstanding any such dispute.

8. PRODUCT WARRANTIES. Seller warrants to Buyer that all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose

and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. All implied warranties shall extend to Buyer, its affiliates, successors, assigns, and customers, and to all users of the Goods for a period of one year after delivery. All express warranties remain in effect to the maximum extent permitted by law. In addition to any other remedies available if any warranty is breached, Buyer or such other parties may at their option, either cancel the order or return any or all the Goods for cash refund or credit, at their option.

9. PRICE WARRANTY. Seller warrants that the prices indicated on the face hereof are no higher than those being charged to any other purchaser of comparable quantity and quality of Goods. In addition, any discount made available to any purchaser before the last date of the month following the shipment of any or all of this order shall retroactively apply to this Order and Seller shall promptly credit Buyer with the amount of such discount.

10. GENERAL INDEMNIFICATION. Seller shall defend, indemnify and hold harmless Buyer and its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the purchase, sale, or use of the Goods or Seller's negligence, willful misconduct or breach of the terms and conditions of this Order. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent. Seller shall maintain insurance against such risks and, upon Buyer's request, shall deliver certificates of such insurance to Seller. Such insurance shall be in amounts satisfactory to Buyer and shall name Buyer as an additional named insured. If any party purchasing Goods from the Buyer threatens to bring any action or claim, or brings any such action or claim against Buyer asserting that such Goods are not fit or safe for consumer use or are not merchantable or fit for the particular purpose intended, then, in addition to any other remedies which it may have at law or in equity, Buyer shall be entitled to tender to Seller, at its plant, any remaining Goods of the nature complained about for cash refund or full credit, at Buyer's option, and shall be entitled to recover all expenses incurred in connection with such action or threatened action.

11. INTELLECTUAL PROPERTY INDEMNIFICATION. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

12. TRADEMARKS. Buyer warrants it has the right to have Seller affix requested trademarks to the Goods. Seller shall not acquire or claim any right, title or interest in any such trademarks or utilize any such trademarks on any other goods it produces.

13. BUYER-FURNISHED PROPERTY. Seller shall not use, reproduce or appropriate for use, or disclose to anyone other than Buyer any material, tooling, dies, drawings, designs or any other property or data furnished by Buyer. All such property or data and all molds, tooling or other property or data manufactured by Seller at Buyer's expense, shall remain Buyer's, shall be kept separate from other materials, shall be clearly identified as Buyer's property and shall be used

solely in connection with the performance of this Order. With the exception of normal wear and tear and damage resulting solely from Buyer's negligence, Seller shall bear the risk of loss or damage to any such property or data which shall be returned to Buyer upon 10 days written notice from Buyer. Seller shall indemnify, defend, and hold harmless Buyer and any Indemnitee against any and all Losses arising in connection with any delays in returning such property or data.

14. TERMINATION / CANCELLATION. Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on prior written notice to Seller. In addition to any remedies that may be provided under the terms and conditions herein, Buyer may terminate this Order with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these terms and conditions, in whole or in part. If Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Buyer may terminate this Order upon written notice to Seller. If Buyer terminates this Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination. If Buyer cancels or suspends this Order, Seller shall, to the extent specified in Buyer's notice, promptly suspend work, terminate any work being performed by others under any outstanding subcontracts with respect to the Goods, take all other reasonable steps to minimize its expenses with respect to the Goods, and take all necessary action to protect all property in Seller's possession in which Buyer has or may acquire an interest. Any cancellation or suspension by Buyer shall be without prejudice to any of Buyer's claims for damages or its other rights against Seller. If Buyer elects to cancel this Order, Buyer shall have the option to take any Goods, work or other items included in this Order, whether finished, unfinished, or in process, upon such terms as Buyer and Seller may negotiate.

15. MODIFICATION. Buyer may, from time to time, by written instructions, or drawings issued to Seller, make changes to any aspect of this Order, and the provisions of this Order shall apply to all such changes, additions, and modifications. No work, addition or alteration will be paid for unless performed pursuant to and in accordance with the written order of Buyer. If any work or change in work affects the Price or the time required for performance, Seller shall notify Buyer thereof within 15 days of change order and no adjustment in Price or schedule shall be binding upon Buyer unless Buyer has agreed in writing to the same. However, nothing herein shall excuse Seller from immediately proceeding with the change.

16. COMPLIANCE WITH LAWS. Seller shall comply with all federal, state and local laws, and executive regulations and orders, including, without limitation, the applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under applicable requirements of Executive Order 1141 and 11246, as well as the Rehabilitation Act of 1973, as amended, Occupational Health and Safety Act (OSHA), Hazardous Materials Transportation Act and Toxic Substances Control Act (TSCA) and regulations issued thereunder. Further, Seller warrants that all chemical substances furnished which are required or permitted to be reported to the U.S. Environmental Protection Agency (the "EPA") are listed as chemical substances in the EPA's current inventory listing. Seller agrees to indemnify, defend, and hold Buyer and the Indemnitees harmless from any Losses resulting from the failure of Seller to comply. Seller hereby guarantees that any food, drug or cosmetic that may be covered hereby, or comprising or being a part of any shipment or other delivery hereunder, will not at the time of such shipment or delivery be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any State Food and Drug Law, the adulteration or misbranding provisions of which are identical with, or substantially the same as, those of the Federal Food, Drug and

Cosmetic Act, or be an article which may not under the provisions of said act or law be introduced into interstate or intrastate commerce. Material ordered hereby is warranted to conform to applicable FDA Regulations pertaining to such material and its intended use. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.

17. SET-OFF. Without prejudice to any other right or remedy it may have, Buyer reserves the right to setoff at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

18. ASSIGNMENT. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Order without Seller's prior written consent.

19. CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

20. GOVERNING LAW. Any disputes arising under this Order shall be adjudicated only by a state or federal court located within the state of Buyer's principal location, and each party to this Order hereby expressly submits itself to the personal jurisdiction of those courts for this purpose. All disputes arising under this Order shall be governed by, and resolved according to, the laws of such state.

21. NOTICE OF LABOR DISPUTES. Seller shall promptly give notice to Buyer of any actual or potential labor disputes which may delay or threaten to delay the performance of this Order. Seller shall similarly require notice from any of its subcontractors of any actual or potential labor dispute and shall promptly provide Buyer with all relevant information regarding any such actual or potential dispute.

22. COSTS AND ATTORNEYS' FEES. If any judicial action is brought to enforce this Order, the prevailing party shall be entitled to such costs, including, without limitation, such reasonable attorneys' fees and court costs, as the court may award.

23. ENTIRE AGREEMENT. The terms and conditions set forth on both sides of this purchase

order form constitute the entire understanding between the parties except for any other oral or written representations or warranties made by Seller with respect to the Goods.

24. WAIVER. No waiver by any party of any of the provisions of this Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

25. FUTURE ORDERS. Seller is aware that Buyer's purchase orders are customarily prepared after orders for goods or services have been placed orally by Buyer and that in certain cases in the future, Seller may actually deliver goods or services prior to receipt of Buyer's purchase orders. Seller expressly agrees that until such time as Seller is otherwise notified or until such time as Buyer and Seller otherwise agree in writing, the terms and conditions set forth on this side of this Order shall apply to all future orders, even if purchase orders are not delivered for such orders or if they are delivered to Seller after shipment of the goods or services.

26. FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than sixty (60) days, Buyer may terminate this Order immediately by giving written notice to Seller.

27. MISCELLANEOUS. If any provision of this Order or portion hereof, is held to be unenforceable or invalid, all other remaining provisions or portions hereof shall remain valid and enforceable. All paragraph headings are used for convenience only and shall not control the interpretation of any of the terms and conditions herein.

28. FEDERAL GOVERNMENT CONTRACTS. If the Goods covered by this Order are to be used by Buyer in whole or in part for the performance of a federal government contract, all applicable provisions of such contract and of the Federal Acquisition Regulations, 48 C.F.R. Chapter 1 (Parts 1-99) or if such federal government contract relates to the Department of Defense, of the Defense Federal Regulations, 48 C.F.R. Chapter 1 (Parts 201-299), are incorporated herein by reference. Seller shall execute certificates of compliance as requested by Buyer. To the extent applicable, The Equal Opportunity and Affirmative Action clause at 41CFR60-1.4, 41CFR60-250.4 and 41CFR60-741 (5A) are hereby incorporated by reference in this purchase.

29. PERMITS AND LICENSES. Seller shall obtain, at its expense, and possess at all times during performance hereunder, all necessary releases, permits, licenses or other authorizations required to fulfill Seller's obligations hereunder. Seller shall give all necessary notices and pay all

fees required by law.

30. SUBCONTRACTS. If this order involves the use of subcontractors, the names and references of all proposed subcontractors shall be submitted in writing by Seller to Buyer, and Buyer shall have the right to reject such subcontractors which it deems unsatisfactory. Seller shall not sublet any portion of the work without written permission of Buyer. Such permission shall not, however, relieve Seller from responsibility for the conduct and work of all subcontractors. Seller, in subletting any part of the work, shall bind each subcontractor by a contract incorporating all the terms, obligations and conditions provided for by this Order, in so far as the same may be applicable to the work of the subcontractor, without in any way creating any contractual relations between such subcontractor and Buyer. Seller shall properly direct and control the subcontractors, being responsible for the correlation of the work of Seller and that of the subcontractors.

31. INDEPENDENT CONTRACTOR. The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order. Without limiting the generality of the foregoing, Seller has no authority to hire any persons on Buyer's behalf and each person employed or used by Seller shall be Seller's and not Buyer's employee, servant or agent, and further, that Seller is performing all of said work as an independent contractor.

32. SECURITY INTEREST. Buyer hereby reserves, and Seller hereby grants to Buyer, a security interest in the items covered by this Order to the extent, and in the amount, of the payment to be made by Buyer to Seller under this Order in advance of delivery of such Goods to Buyer, and Seller hereby authorizes Buyer to file, and will assist Buyer in filing, a financing statement or any other document necessary to enable Buyer to perfect and continue such security interest in the items.

33. WORK ON BUYER'S PREMISES; CLEANUP; SAFETY. In the event this Order involves work to be done on Buyer's premises and Buyer has delivered a separate agreement covering such work, such agreement shall have priority over this Order in the event of a conflict in terms, and this Order will incorporate such agreement's terms. In addition, after the completion of the work, Seller shall leave the work area clean and ready for use, and shall remove all tools, scaffolding, and surplus materials. In the performance of the work, Seller will comply with all safety regulations issued by Buyer and all Buyer's company policies supplied to Seller and will require like compliance by all subcontractors.

34. QUALITY REQUIREMENTS. Suppliers of direct materials are required to be certified to ISO 9001:2008 or equivalent unless exempted by Buyer. Any non-certified suppliers are subject to an on-site quality audit by Buyer. Suppliers of direct materials should provide one (1) year advanced written notification of any changes to the manufacturing process, quantities, or a discontinuation in manufacture of the material. A manufacturing process change is defined as any change in raw materials, formulas, suppliers of raw materials, manufacturing location or any change in the process that might effect the identification or performance of a product. In the event that a discontinuation becomes inevitable and unavoidable, in addition to providing the above notice period, Seller shall allow Buyer the opportunity to make a last time purchase of at least one year's supply of the material prior to the actual date of discontinuation. Suppliers of

test and/or calibration services shall be accredited to ISO/IEC 17025 "General requirements for the competence of testing and calibration laboratories" or national equivalent. Buyer must approve non-accredited suppliers of these services.

35. CUMULATIVE REMEDIES. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

36. NOTICES. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.