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Connecticut Spring & Stamping Corporation (CSS) the "Seller"

STANDARD TERMS AND CONDITIONS

NOTWITHSTANDING ANY ADDITIONAL OR DIFFERENT TERMS THAT MAY BE EMBODIED IN A PURCHASE ORDER, AN ORDER IS ACCEPTED ONLY ON THE EXPRESS CONDITION THAT THE CUSTOMER ASSENT TO THE COMPANY'S STANDARD TERMS AND CONDITIONS (SET FORTH BELOW).

ENTIRE AGREEMENT. These Terms and Conditions and the Seller's quotation or acknowledgement constitute the entire understanding and agreement between the Seller and the Buyer with respect to an order. No modification, extension or release from any of these Terms and Conditions shall be effected by mutual agreement, acknowledgement, acceptance of purchase order forms or otherwise, unless the same shall be in writing, signed by the other party and specifically described as an amendment or extension of these Terms and Conditions.

ADDITIONS OR REVISIONS TO PRICE. The Buyer will be responsible for any excise, retail, sales, customs, duties or use taxes arising from the Buyer's order. Unless otherwise specified, the Buyer will pay for all samples requested by the Buyer, and for idle machine time while awaiting the approval of submitted samples. Since it has been the policy of the metal industry to revise prices at the time of shipment to the Seller, the Seller may revise its final price accordingly.

EXPEDITING ORDERS. Urgent orders can be expedited for a premium manufacturing charge plus premium freight.

VARIATIONS. As material herein specified is made to order, the Seller is permitted an overrun or underrun of 10% on the actual amount ordered unless otherwise specifically agreed.

TOOLING. Is invoiced upon receipt of a purchase order. Tooling orders over \$2,000 may be broken down into installments of 40% upon receipt of purchase order; 40% upon submission of samples; and 20% 30 days after submission of samples. Payment for tooling does not convey the right to remove tools from seller's possession. Buyer will have the right to remove tooling with an additional payment of 25% of total invoiced tooling amount. Seller reserves the right to scrap any tool, at buyer's expense, that has been inactive for over two years and be held harmless from any liability. Subsequent orders will be quoted with a charge to build new tooling. Shipping costs will be charged on all tools shipped by the Seller at Buyer's request. In addition, Buyer accepts liability for all raw material commitments and work in process from said tool.

PURCHASE ORDERS. Purchase orders & minimum shipments must be for at least \$400 on all Aerospace, Medical & Automotive parts and \$300 on commercial parts. The length of any purchase order may not exceed 12 months A.R.O. (excluding negotiated contracts). Delivery date push-outs cannot be accepted within 4 weeks of the planned shipping date. Accepted push-outs may not exceed 30 days from the original delivery date. Buyer accepts raw material, work in process and finished goods liability on all

purchase orders. Balances of raw material minimum purchases will be returned to the Buyer or scrapped upon order completion.

PAYMENT TERMS. Terms are net thirty (30) days from the date of shipment unless stated otherwise in writing by the Seller. All payments shall be made in legal tender of the United States of America. Interest of 1.5% per month will be charged on all invoices not paid by the due date.

CREDIT APPROVAL. Shipments and deliveries shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except on receipt of payment or on terms and conditions satisfactory to the Seller.

RETURNS. Returned merchandise will not be accepted unless the Seller is notified and authorizes the return prior to shipment. Restocking penalties will apply.

DELIVERY. The Seller shall not be obligated to deliver the goods until the Buyer indicates its acceptance of these Terms and Conditions. Shipping dates are approximate and are based on prompt receipt of all necessary information from the Buyer. The Seller will use its best efforts to meet the scheduled shipping dates acknowledged to the Buyer. The Seller shall not be liable for delays in shipment or failure to manufacture or ship resulting from causes beyond its reasonable control.

CANCELLATION. Orders may not be canceled by the Buyer except with the Seller's consent and on terms that will indemnify the Seller for all loss or damage resulting from the cancellation.

FREIGHT TERMS. All orders are shipped F.O.B., Farmington, Connecticut (unless otherwise specified by the Seller). All shipping charges are destination collect. Insurance, duties, and taxes related to the shipment of the order are the responsibility of the Buyer. Title to the products sold hereunder shall pass to the Buyer only upon receipt by the Seller of payment in full from the Buyer. Risk of loss passes to the Buyer, upon delivery to the carrier at the F.O.B. point of shipment.

LIMITED WARRANTY. The Seller warrants to the original Buyer only that products of its own manufacture are free from defects in material and workmanship, and if applicable to the order, that the products meet agreed upon specifications. The duration of this warranty shall be 30 days from the date of shipment of the products, and in no event shall the Seller be liable for any claim made by the Buyer after 30 days from the date of the shipment of the order. The Seller shall correct by repair or replacement, at the Seller's option, any defect in the material or workmanship of the products. This warranty shall not apply to any products, which shall have been repaired or altered outside of the Seller's facilities or to any products which are defective because of accident, negligence, abuse or misuse. The Seller shall not be responsible for the installation, use or operation of any products sold hereunder.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THESE REMEDIES ARE THE BUYER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.

All products, including those produced to meet exact specifications, shall be subject to tolerance and variations consistent with usual trade practices regarding dimensions, composition, mechanical properties and surface and internal conditions, and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

LIMITATION OF LIABILITY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR (a) DIRECT DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS CLAIMED TO BE DEFECTIVE, OR (b) ANY INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, DELAY IN SHIPMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. The Seller reserves the right to make production or material improvements or changes at any time without incurring any obligation to make similar changes in products or services previously supplied to the Buyer.

REMEDIES. If the Buyer breaches these Terms and Conditions the Seller has the right to demand immediate payment of unpaid installments, to repossess the products, to render the products useless, to suspend its performance, or to exercise or enforce any one or more of the Seller's rights, one remedy at a time or all at one time. These remedies shall include, but not be limited to remedies afforded a secured party under the Uniform Commercial Code, remedies pursuant to these Terms and Conditions, and any other remedies available to the Seller. The exercise of one or more remedies by the Seller shall not stop or prevent the Seller from exercising other remedies which may be available to the Seller. Any decision by the Seller to extend the time for payment of an installment, excuse a late charge, or grant any other indulgence or relief to the Buyer shall not be deemed to be a waiver by the Seller to pursue its remedies in the event of a continuing or subsequent default.

SECURITY INTEREST. The Buyer grants to the Seller and to its successors a security interest in and to the products. The security interest hereby created shall secure the payment of the purchase price of the products as set forth in these Terms and Conditions, together with all costs and expenses, including court costs and attorney's fees incurred or expended in recovering, holding, preparing for sale, selling or otherwise disposing of the products, in collecting the indebtedness secured hereby and in enforcing the security interest created hereby. The Buyer agrees to execute, upon request, financing statements deemed necessary or desirable by the Seller to perfect its security interest in the products.

PATENT INFRINGEMENT. The Seller reserves the right to discontinue deliveries of any material, the manufacture, sale or use of which, in its opinion, would result in patent infringement. The Buyer shall indemnify and hold the Seller harmless from any claim, suit or action for patent infringement brought against the Seller which is based on a design or specification furnished by the Buyer.

COSTS AND EXPENSES OF ENFORCEMENT. The Buyer shall be responsible for all costs and expenses incurred by the Seller in enforcing its rights under these Terms and Conditions and the order, including without limitation reasonable attorney's fees.

FORCE MAJEURE. Neither party shall be liable for its failure to perform hereunder if such failure is due to act of God, war, fire, strike, civil unrest, embargoes, differences with workmen, accident, equipment breakdown, governmental acts or requirements, inability to obtain containers, materials or transportation, or other causes, either similar or dissimilar to the foregoing, beyond the party's reasonable control; provided, however, the Buyer shall accept and pay for any shipments made or, in the case of products manufactured specially for the Buyer, products manufactured or in the process of manufacture before receipt by the Seller of written notice from the Buyer that the latter cannot accept shipments due to any such cause.

APPLICABLE LAW, FORUM. These Terms and Conditions and the order shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to the conflicts of laws principles thereof. The Buyer and the Seller irrevocably submit to the jurisdiction of the Superior Court for the Judicial District of Hartford/New Britain at Hartford, or to the jurisdiction of the United States District Court for the District of Connecticut, over any suit, action or proceeding arising out of an order.

The Buyer and the Seller irrevocably waive, to the fullest extent permitted by law, any objection which either may have to the laying of venue of any such suit, action or proceeding brought in any such courts, and any claim that such suit, action or proceeding brought in such courts has been brought in an inconvenient forum.

DEFENSE OF BUYER AS TO ASSIGNEE. All rights of the Seller in, to and under these Terms and Conditions or in the Seller's quotation, acknowledgement, or invoice shall pass to and may be exercised by any assignee thereof. The Buyer agrees that, in the event of an assignment of these Terms and Conditions or the Seller's quotation, acknowledgement or invoice, and notice of such assignment to the Buyer, the liability of the buyer to an assignee of the Terms and conditions or the Seller's quotation, acknowledgement or invoice shall be immediate and absolute and not affected by any claim against the Seller as a defense, counterclaim or setoff to any action for the unpaid balance owed under these Terms and conditions or in the Seller's quotation, acknowledgement, or invoice or for possession, brought by said assignee.

WAIVER OF **PREJUDGMENT REMEDIES. THE BUYER ACKNOWLEDGES THAT THE SELLER'S INVOICE, QUOTATION, OR ACKNOWLEDGEMENT AND THESE TERMS AND CONDITIONS ARE PART OF A COMMERCIAL TRANSACTION WITHIN THE MEANING OF CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES. THE BUYER HEREBY WAIVES THE BUYER'S RIGHT TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278a ET.SEQ. AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES THE SELLER MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. MORE SPECIFICALLY, THE BUYER ACKNOWLEDGES THAT THE SELLER'S ATTORNEY MAY, PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 52-278f, ISSUE A WRIT FOR A **PREJUDGMENT** REMEDY WITHOUT SECURING A COURT ORDER. THE BUYER ACKNOWLEDGES AND RESERVES THE BUYER'S RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR **PREJUDGMENT** REMEDY AS AFORESAID AND THE SELLER ACKNOWLEDGES THE BUYER'S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT.**