

## STANDARD TERMS AND CONDITIONS - VENDORS

### 1. ACKNOWLEDGMENT ACCEPTANCE

This order must be acknowledged by the Seller. Such acknowledgment shall confirm shipping date agreed to by Buyer and Seller. If not previously agreed to, Seller shall indicate promised shipping date. Such acknowledgement or any acceptance of delivery by Buyer of the goods or services ordered herein shall constitute acceptance by the Seller of all of the "Terms and Conditions" set forth herein. Notwithstanding any acceptance, acknowledgement or the rendering of any sales order by Seller containing any terms or conditions, which are in addition to or different from, those herein, performance by Seller shall be deemed complete acceptance of the terms, hereof and the sales transaction referred to herein shall be governed in all respects by the terms hereof.

### 2. MODIFICATION OF TERMS

Nothing contained in this order shall modify any of the printed terms and conditions unless specific reference is made to the "Terms and Conditions" sought to be changed. This paragraph, set forth herein is for convenience only and shall be disregarded in the interpretation of this purchase order.

### 3. CHANGES

Buyer may from time to time require changes in this order, including but not limited to, changes in drawings, designs, specifications, method of inspection, method of packing, order period, rate of shipment, method of shipment, or place of delivery, or other provisions contained herein by instruction to Seller in a written change order notice, fax, email, or letter from Buyer. Seller shall determine whether such change causes an increase or decrease in cost or time of performance of this order and thereafter shall notify Buyer in writing within seven (7) days of receipt of such change order notice, fax, email, or letter. Seller's failure to advise Buyer within such seven day period that an adjustment is necessary prior to performance of the work called for by the change order notice, fax, email, or letter, shall constitute Seller's agreement to conform to said change without an increase in price and without charge for cost of material or tooling rendered obsolete and that delivery will be made as specified. In the event that the requested change order notice is of such nature and scope as to preclude mutual agreement between Buyer and Seller, Buyer may terminate this order in accordance with the provisions set forth in Clause 4 herein entitled "Termination."

Seller may request or suggest changes in this order that will produce savings, improve the product, or improve time or performance. Such changes, however, shall be made only after receipt of properly executed change order, fax, email, or other written authorization from Buyer. Verbal instructions shall not constitute an authorization to Seller to make any changes herein.

Buyer may also ask from time to time, direct suspension or resumption of commitments and production under all or any part of this order or request information regarding the changes of Seller, if any, to be made for a partial or complete termination of this order and Seller shall comply with any such direction or request of Buyer.

Except or otherwise provided herein, nothing in this clause shall excuse Seller from proceeding with this order as changed.

### 4. TERMINATION

#### A. General

Buyer reserves the right, without any liability to Seller, to terminate all or any part of this order in the event of the happening of any of the following: (i) insolvency of Seller, the filing of a voluntary petition of bankruptcy by Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, the execution by Seller of an assignment for the benefit of creditors, (ii) if Seller breaches any of the terms herein, including the warranties of Seller, (iii) if Seller fails to comply with or perform any of the other provisions hereof, (iv) if Seller for any reason fails to make deliveries or perform the services as specified herein, or (v) if Seller so fails to make progress as to endanger the performance of this order.

Seller shall give prompt written notice to Buyer when Seller has reason to believe deliveries will not be made as promised. Buyer shall have the option of obtaining the goods or services to be furnished hereunder from an alternate source in sufficient time to permit Buyer to meet its delivery schedule. However, Buyer shall so notify Seller, prior to issuing written termination notice. In the event that a premium price must be paid to such alternate source, such premium is properly chargeable to Seller.

#### B. For convenience of Buyer

Except as otherwise provided herein, this order is subject to termination at any time, in whole or in part, at the election of Buyer upon written notice to Seller and upon such termination Seller shall forthwith discontinue all work and the incurring of any additional expenses relating to the order except as may be directed by Buyer in the termination notice. In such event, Buyer shall pay such amount as Seller and Buyer may agree is to be paid by reason of the termination, but in event of failure to agree upon the amount to be paid by reason of the termination. Buyer will pay to Seller and Seller agrees to accept in full payment the lesser of:

- (1) The stipulated price with respect to goods specifically purchased, manufactured, or constructed in accordance with this order and accepted by Buyer.
- (2) Seller's cost, expenses, and raw materials on hand acquired specifically for the completing of this order.

Nothing in this paragraph shall in any way modify any other provision of these terms and conditions relating to cancellation or termination by Buyer.

#### C. For other causes

This order shall be subject to modification or cancellation by Buyer without liability to Seller in the event of fire, acts of God, strikes, accidents, government acts or other conditions beyond either party's control which interfere with the production or delivery of goods ordered herein. Seller agrees to promptly notify the Buyer in writing of the occurrence of such condition.

### 5. COMPLIANCE WITH LAWS AND REGULATIONS

#### A.

Seller warrants that unless specifically exempted all goods furnished under this contract have been manufactured, processed and delivered in full conformance with all applicable laws and regulations, including but not limited to, the Fair Labor Standards Act, as amended, the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive orders 11246, 11375 and 11414 (Title 41, Chapter 60, Code of Federal Regulations), the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Executive Order 11701 and Title 41, Sections 50.250.2 Code of Federal Regulations, the Federal Regulations, Title 41 Subpart 1-1.13 Code of Federal Regulations relating to Monthly Business Enterprises, the Transportation Safety Act of 1974, and all amendments thereto and all regulations, rules and orders thereunder. Seller hereby agrees that all the provisions of the above Orders, Acts, Rules and Regulations as they may be amended or superceded, are hereby made a part thereof by reference and are binding upon Seller.

#### B.

Seller certifies that it will comply with the provisions of the Occupational Safety and Health Act (OSHA) of 1970 including all amendments thereto and all standards and regulations issued thereunder, and that all goods furnished and all work performed hereunder will comply with said standards and regulations.

### 6. APPLICABLE LAW

This order is executed by Buyer and Seller with reference to the laws of the State of Connecticut and the rights of all parties and the construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Connecticut.

### 7. PATENT RIGHTS

With respect to inventions made by Seller in the performance of this purchase order, Seller hereby grants to Buyer a permanent, paid up and irrevocable license, to make, have made, use and sell devices or material incorporating or made through use of such inventions. If, however, such inventions result from research and development work performed by Seller, for which work Buyer pays Seller, either directly or indirectly, Seller agrees to assign to Buyer all right, title and interest in to such inventions and to assist Buyer, at Buyer's expense, in securing United States and foreign patents with respect thereto.

### 8. PATENT WARRANTIES

Seller warrants that the use or sale of the material purchased hereunder will not infringe any U.S. or foreign patent or any other property right (except infringement necessary resulting from adherence to specifications or drawings, other than those of Seller's design or selection, originally submitted to Seller by Purchaser). Seller undertakes and agrees to defend at Seller's own expense, all suits, actions, or proceedings in which Buyer is made a defendant for actual or alleged infringement of any such U.S. or foreign patent or other property right resulting from the use or sale of the material purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceedings against Buyer.

### 9. OTHER WARRANTIES

Seller represents and warrants (a) that it has good and merchantable title to the goods, and all parts thereof sold hereunder, (b) that all goods and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable of good material and workmanship and free from defect (c) that all goods covered by this order which is Seller's product or is in accordance with the Seller's specifications will be fit and sufficient for the purposes intended and (d) that such warranty together with service warranties and guarantees, if any, shall run to Buyer and its customers. Further, that such warranty shall, as applied to equipment stored prior to installation, run for a period of one year from date of completed and approved installation, provided that storage period is of reasonable duration.

### 10. REMEDIES

The remedies herein reserved to Buyer shall be cumulative and additional to any other or further remedies provided in law or equity and no waiver by Buyer of a breach of any provision of this order shall constitute a waiver of any other breach, or of such provision.

### 11. DRAWINGS

Seller shall keep confidential drawings, specifications or other data, papers or information furnished by Buyer or prepared by Seller specifically in connection with the performance of this order, together with all copies and shall not make copies or permit copies to be made except in accordance with Buyer's prior written consent or except as required for Seller's adequate performance of this order and/or request of Buyer-Seller shall promptly return to Buyer all drawings, specifications and other data or papers furnished by Buyer or prepared by Seller in connection therewith, together with all copies or reprints, then in Seller's possession or control. Seller shall thereafter make no further use, either directly or indirectly, of any such drawings, specifications, data or papers or of any information denied therefrom in the performance of work for any other customer without Buyer's prior written consent.

### 12. ADVERTISING

Unless written consent of Buyer is first obtained, Seller shall not in any manner advertise or publish the fact that it has furnished or has contracted to furnish Buyer the goods herein mentioned. Seller shall not disclose any details in connection with this order to any party except as herein specified.

### 13. PRICES

Seller warrants that the price named herein for the items or services covered by this order are the lowest prices charged by Seller to purchasers of a class similar to buyer under conditions similar to those specified in this order and further warrants that the prices charged do not exceed the prices allowed by law. Seller agrees that any price reduction made with respect to items or services covered by this order subsequent to the placement of this order will be applicable to this order. No charge will be made for packaging or boxing except with Buyer's written approval, and no charges in addition to those shown herein will be made.

### 14. ASSIGNMENT

This contract and any rights with respect thereto, shall not be assigned by Seller without the prior written consent of Buyer.

### 15. DELIVERY

A. Deliveries are to be made both in quantities and at time specified in schedules furnished by Buyer. Over-shipments will not be allowed unless authorized. Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments. Unless otherwise agreed in writing, Seller shall not make commitments or production arrangements in excess of the amount or in advance of the procurement or manufacturing lead-time, necessary to meet Buyer's delivery schedules. Buyer shall have the right to refuse receipt of goods, which are delivered in advance of the delivery schedules shown herein and shall have no liability for payments of goods shipped in excess of the quantity shown on this order.

#### B. Notification of Shipment

Seller shall on date of shipment of goods forward pertinent shipping documents to Buyer or to consignee if so established by Buyer. A packing slip is to accompany each shipment of goods and if such shipment shall complete the order the following notation must appear on packing slip: "This shipment completes this order."

### 16. NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to the Buyer, such notice to include all relevant information with respect to such dispute.

### 17. PACKAGING AND CARTAGE

No charge for packing or cartage to place goods in transit will be allowed to Seller unless specifically set forth to Buyer herein. Seller shall pack and describe goods ordered herein to conform to consolidated freight classification rules, so as to obtain lowest freight rate. All charges for packing, skidding or blocking to protect shipment en route are included in this order. Cartage by Seller to place goods in transit is at Seller's expense.

### 18. INSPECTION

A. Seller shall maintain an adequate and acceptable quality control and inspection system to assure compliance with Buyer's specifications. Seller shall furthermore maintain a file containing adequate authenticated inspection and test documents retaining such records for a reasonable period of time or as specified by Buyer, which records shall be made available for Buyer's examination upon request.

B. All goods received by Buyer hereunder will be subject to Buyer's inspection and test in case of any of the articles or materials are found to be defective in materials or workmanship or otherwise not in conformity with this order. Buyer shall have, at its option, the right to reject the same or require that such articles or materials be corrected or replaced promptly with satisfactory materials or workmanship. Rejected goods may be returned at Seller's expense with incoming transportation charges on the same also charged to Seller's account; rejected goods may at Buyer's option, be returned for reimbursement, credit or replacement.

C. If Seller fails to promptly replace or correct such goods, Buyer either, (i) may by contract, or otherwise, replace or correct such goods and charge to the Seller the reasonable cost of damages occasioned the Buyer thereby or (ii) may terminate this order for breach of contract or default as provided in Clause 4A of this order of this order entitled "Termination".

D. Buyer may at its expense, inspect and test goods at all times and places including when practicable, during manufacture. Seller shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer's inspectors in the performance of their duties. All inspections and tests shall be performed in such manner as not to delay the work unduly. Buyer has the right to reject goods or require their correction.

E. Seller shall notify Buyer when Buyer is required to furnish materials or equipment to conduct performance tests prior to shipments of goods ordered herein. Seller and Buyer shall establish quantity of materials required and Buyer shall promptly supply such materials at no charge. Gauges or other equipment required by Seller to check accuracy of parts produced during performance test must be identical to those used by Buyer during regular production of the part in Buyer's plant and are to be consigned to Seller by Buyer when such gauges or equipment are not normally in possession of Seller. Such gauges or equipment shall be returned promptly and in good order to destination and in manner designated in writing by Buyer.

F. The inspection and test by the Buyer does not relieve the Seller from any responsibility regarding latent defects, fraud, gross mistakes or other failures to meet the contract requirements.

### 19. INDEMNIFICATION

Seller agrees that he, she or it is an independent contractor and that he, she or it, will protect and save harmless Buyer, and its associated business entities, employees and agents from any and all claims arising or in any way growing out of this transaction, including, injury or injuries (including death) to employees of Seller from any cause whatsoever within or about the plant or property of Buyer or its associated business entities, whether the same results from the negligence of the Buyer or Buyer's employees or otherwise it being the intent of this provision to absolve Buyer from any and all loss by reason of this transaction.

Seller further agrees to carry all workmen's compensation insurance necessary under state or federal statutes. Seller also agrees that none of the individuals whose compensation for services is paid by Seller shall be deemed to be employed by Buyer for the purposes of any tax or contribution levied by any federal, state or another governmental authority, and Seller accepts exclusive liability for any payroll taxes or contributions imposed by any federal, state or other governmental authority covering his, her or its agents or employees.

20. The supplier shall include provisions to allow Connecticut Spring & Stamping (CSS), Customer, and Regulatory Agencies right of entry to any place necessary to determine and verify quality of contracted work, records, and material.