

NON-PRODUCTION GENERAL TERMS AND CONDITIONS

SCOPE – These terms apply only to non-production related purchases.

ACCEPTANCE – Acknowledgement of this Purchase Order and/or the furnishings of any products of services or acceptance of any payment by Seller under this Purchase Order constitutes an unqualified acceptance by Seller of all terms and conditions set forth.

PACKING AND SHIPPING – All items shall be suitably prepared, packed and marked for shipment. Purchaser will not allow extra charges for packing, cartage or anything else unless stated in the order.

INVOICING – Invoice promptly after delivering duplicate showing Purchase Order number, item and part numbers as described herein.

TAX – Federal Sales, Manufacturers' and Retailers' Excise, State and Municipal Sales and Use Taxes, when applicable, shall be billed as separate items on invoices of Seller.

WARRANTY – Seller hereby warrants that all materials or services delivered hereunder will be in strict accordance with the specifications, drawings or samples specified or furnished and will be free from defects in materials, workmanship, design and fabrication. This warranty shall survive acceptance and payment, and shall run to Purchaser, its successors, assigns, customers and the users of its product, and shall not be deemed to be exclusive of any other warranties, expressed or implied.

DELIVERY – Time and rate of deliveries are the essence of this order. If deliveries are made in advance of the time agreed upon, Purchaser shall have the right to store or return the goods at the Seller's expense. If returned, Seller shall hold them for delivery at the appropriate time. If deliveries are made later than that agreed upon, Purchaser shall have the right, in addition to all other remedies, to reject, and at the Purchaser's option, return the goods so delivered and terminate the purchase contract either with respect thereto or together with the remaining installments and charge Seller with any loss thereby incurred.

TITLE AND RISK OR LOSS – Unless otherwise provided in this order, Seller shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this order at the F.O.B. point specified on the face hereof and upon such delivery, title shall pass from Seller and Seller's responsibility for loss or damage shall cease, except for loss or damage resulting from Seller's negligence or failure to comply with this order. Passing of title upon such delivery shall not constitute acceptance of the items by Purchaser.

INSPECTION AND REJECTION – Purchaser's representatives shall have the right to inspect the materials ordered hereby at Seller's plant at any responsible time. Final inspection shall be at destination by representatives of Purchaser. With respect to defective materials, Purchaser shall have the right to, (a) require replacement by Seller without cost to Purchaser; or (b) correct defects at Seller's cost; or (c) return defective materials to Seller at Seller's expense, thereby terminating this order either with respect thereto or in its entirety.

INFRINGEMENT OF PATENTS – Seller represents and warrants that the materials to be furnished by Seller under this order will not infringe any United States patent, trademark, copyright, or other corresponding right, and Seller will at his own expense defend any and all actions or proceedings against Purchaser or its customers charging infringement and will indemnify and save harmless Purchaser, its customers and all persons claiming under Purchaser in case of any such infringement.

COMPLIANCE WITH LAWS -Seller will comply, and will assure that all items and its subcontractors comply, with all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental requirements (collectively "Laws") that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the items, including Laws relating to protection of the environment, end-of-life disposal, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety. Each Contract incorporates by reference all clauses required by applicable Laws.

SPECIFICATIONS, TOOLS, AND MATERIALS – Purchaser shall retain title to any designs, sketches, blueprints, drawings, patterns, models, dies, molds, tools, special appliances and materials furnished or paid for by Purchaser in connection with this order. They shall be used exclusively in the production of Purchaser's orders, kept confidential and marked as the property of Purchaser. They shall be retained by Seller, subject to examination by Purchaser, as Seller's risk and shall be replaced by Seller if lost, destroyed or damaged. At any and all times such property shall be subject to disposition by Purchaser, and at the termination of this contract such property shall be returned to Purchaser, including any unused material furnished by Purchaser and all defective or spoiled materials or products which contain any secret or patented device, unless Purchaser shall otherwise direct.

CHANGES – Where the materials to be furnished by Seller are to be specifically manufactured in accordance with drawings and specifications, Purchaser may at anytime by written order and without notice to sureties, if any, make changes in the drawings or specifications. Such changes shall not permit Seller to increase price provided for in this order unless Seller shall make written demand upon Purchaser within seven days after notice of such changes; thereafter Purchaser shall have an additional period of seven days within which either to accept such increase in price or cancel this order.

ASSIGNMENT, SUBCONTRACTING AND INSOLVENCY – Seller shall not assign this Purchase Order in whole or in part nor enter into any subcontract hereunder without Purchaser's written consent. Either party may cancel this order forthwith by written or telegraphic notice in the event that the other becomes insolvent or makes a general assignment for the benefit of creditors or files a petition for reorganization or if a petition in bankruptcy is filed by or against the other party and is not dismissed within ten days.

SEPARABILITY OF PROVISIONS – If any clause, sentence, or provision of this order be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, provision or part hereof directly involved in the controversy in which such judgment shall have been rendered.

LABOR DISPUTES – Seller shall immediately notify Purchaser of any actual or potential labor dispute which delays or threatens to delay the timely performance of this Purchase Order and of all information relevant thereto.

PUBLICITY – Seller shall not without the prior written consent of Purchaser, make public, by press releases or otherwise, the fact that this Purchase Order has been placed with it or any details thereof.

GOVERNING LAW - Unless otherwise agreed in writing, each Contract will be governed by and interpreted according to the internal laws of the jurisdiction from which Buyer issues the Purchase Order, as shown on the Purchase Order. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any Contract.