1. ACKNOWLEDGMENTS – Seller shall acknowledge acceptance of purchase orders and provide firm delivery. The purchase order, including referenced drawings, specifications and other supporting documents, and the Terms of Conditions therewith, contained herein are the entirety of the agreement between Buyer and Seller.

2. SELLER’S QUOTATION – Reference to Seller’s quotation does not imply acceptance of any terms or conditions therein.

3. PRICING – All prices are FOB point of manufacture unless otherwise specified in purchase order or agreement. Cash discounts, if applicable, will be indicated in the order. Invoicing – All invoices must be sent to the billing address indicated in the order. Seller agrees to provide proof of shipment to all applicable invoices and to mark all invoices and containers with order number, Seller part number, and any other pertinent information where applicable. Invoiced amounts for which, item description, quantity, and unit of measure are not correct will be subject to adjustment. Terms of Payment – Payment will be made net 30 days from date of shipment or delivery. All shipments and materials shipped or delivered are due and payable within 15 days of written notification and approval by Buyer. In all cases first article samples and specifications detailing the change are required prior to granting change approval. Written changes may be communicated via U.S. Mail, Courier, FAX, or email.

4. CANCELLATIONS – Buyer shall have the right to terminate this order in whole or part at any time by written notice. In the event of such termination and only when termination is not the result of Seller’s default, Buyer’s obligation for cost of materials and labor to Seller shall be determined in accordance with the following notice.

5. DEFAULT – Buyer may terminate purchase orders in whole or part by written Notice of Default to Seller in any of the following circumstances subject to provisions of Paragraph 8 (B).

6. DELIVERIES – Buyer may, by written notice, require delivery to be made either in whole or in part at the place and date specified in the order, unless otherwise indicated in the order.

7. PACKAGING – Drafts will not be honored by Buyer under any circumstances.

8. PACKAGING AND LABELING – Packaging, packing, boxing, labeling, and cartage are included in material prices specified in this order, and no additional charges for these services will be made to Buyer unless otherwise agreed upon. Product will be properly protected from damage, deterioration, and electrostatic discharge where applicable. Age sensitive material must be marked with expiration date where applicable. Parts of Air-Weigh design and Seller’s packaging must be labeled per specific instruction. In the event labeling is not identified in a purchase order, it is understood that on f.o.b. destination shipments, freight charges are included in the material prices indicated in the order, and that no further freight charges to Buyer will apply. Costs of premium freight required by Buyer on past due shipments shall be the responsibility of Seller.

9. QUALITY AND INSPECTION – Except as otherwise agreed in writing, all materials must be as specified in the order and acceptance will be subject to Buyer inspection. If, for any reason, specifications are not met or are incomplete or inadequate, Seller shall then be responsible for the cost of materials and labor to Buyer. Quality assurance will be performed in accordance with the following:

10. PATENTS – If any claim is made or suit brought against Buyer or the Buyer’s immediate customer for infringement of any patent or patents of others because of the use or sale of the equipment or any part thereof purchased from Seller, Buyer shall have the right, by written change notices to Seller, to make changes in, or additions to, drawings, specifications, instructions, quantities, or other items as deemed necessary by Buyer. If the failure to perform is caused by default of a sub-contractor, and if that default is beyond the control of both Seller and its sub-contractor and without fault or negligence of the Seller, the failure to perform or the death of a subcontractor, and if that default is beyond the control of both Seller and its sub-contractor and without fault or negligence of the Seller, Buyer shall not be liable for excess cost for failure to perform, unless the material or service to be furnished by the sub-contractor was obtainable from other sources in sufficient time for Seller to meet requirements. In the event of default by a subcontractor, Seller shall allow Buyer to purchase same from another source and payment for such purchase shall be made by Buyer and be at no additional cost to Buyer. If through failure to satisfy this inspection, material is found to require additional inspection, the Seller shall be responsible for those expenses incurred by the added inspection, and for corrections made to the material at destination, as deemed necessary by Buyer. Buyer additionally reserves the right to return in whole or part for full credit, at expense of Seller, any shipments failing to meet Buyer inspection. If Buyer receives shipment of items, material, or work that is not acceptable, Buyer shall provide written notification to Seller and Seller shall, at its own expense, either (a) repair the items or work so made, or (b) procure for Buyer the right to use the items or work as intended. If any such non-conforming material or work shall be rejected by Buyer, the Seller shall, at its own expense, either (a) repair the items, or work so made, or (b) procure for Buyer the right to use the items, work as intended.

11. OWNERSHIP – Buyer shall have full and exclusive property in and to all materials and equipment purchased from Seller or in the performance of the order, that are either supplied to Seller by Buyer or have been acquired by Seller and specifically paid for by Buyer. All such property will hereafter be referred to as Buyer-owned.

12. SUB-CONTRACTING – Seller shall not subcontract work, labor, and services for this order unless approved by Buyer. Seller shall have full and exclusive liability for payment of any and all contributions or taxes for unemployment insurances, old age benefits, pension, or annuities now or hereafter imposed by Federal, State or Local Governments which are measured by wages, salaries, or other remunerations paid to persons employed by Seller on work performed under any order to which these Terms and Conditions apply. Seller shall comply with all laws and regulations related to assumption of liability for such contributions and taxes, and shall reimburse Buyer for any such contributions or taxes, which Buyer may be required to pay. With respect to taxes imposed by wages, salaries, or other remunerations paid to persons employed by Seller under any order to which these Terms and Conditions apply, Buyer shall provide such information and guidance to Seller that is necessary for Seller to perform its obligations under this contract. Seller shall indemnify Buyer harmless from its use. Seller also agrees to, at its own expense, either (a) procure for the Buyer or its immediate customer the right to continue using said equipment or part, or (b) replace it with a non-infringing alternative, or (c) modify it in a manner satisfactory to the Buyer or its immediate customer so it becomes noninfringing or (d) remove the equipment or part and refund the purchase price and return Buyer-owned property.

13. COMPLIANCE WITH LAWS – In the performance of the order, Seller shall comply in full with all applicable regulations and requirements set forth by Federal, State, Municipal and local laws and rules.

14. LIENS – Seller shall have no liens of any nature, nor shall Seller have any security interest in Buyer’s property.

15. DRAFTS – Drafts will not be honored by Buyer under any circumstances.

16. PROPRIETARY RIGHTS – Buyer understands and agrees to the specifications, formulas and manufacturing information is proprietary data and shall not be utilized for purposes other than those intended in the order.

17. SUB-CONTRACTING – Seller shall not subcontract any work of the order without written approval by Buyer. Seller shall have the right to use Buyer-owned property for payment without usage as required in the performance of the order, or for work, or Buyer shall not use Buyer-owned property in the performance of any other work without prior written Buyer approval. Title to Buyer-owned property shall pass to Buyer at the time of delivery, except where otherwise specifically agreed upon. Seller shall comply with all laws and regulations related to assumption of liability for such contributions and taxes, and shall reimburse Buyer for any such contributions or taxes, which Buyer may be required to pay.

18. Buyer shall not be liable for loss, damage, deletion, or delay resulting from causes beyond control, with respect to any Buyer-owned property to be delivered by Seller to Buyer.

19. Buyer shall assume and indemnify Buyer against any and all liability for damage to property or injury to or death of any persons arising from, incidental to the presence, or use of Buyer-owned property, whether such damage is caused by defects in materials, workmanship, or negligence in its use by Seller.

20. Buyer-owned property shall be clearly labeled as such.

21. Additional requirements for Buyer will be the subject of a written request from Buyer.

Supplier: ___________________________  Accepted by: ___________________________  Date: ___________________________