1. ACCEPTANCE: Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or service under this order shall constitute Seller's acceptance of these terms and conditions unless and until the Buyer has consented to different terms and conditions in writing or orally. The Buyer's failure to object to any such terms and conditions, while any or all of them exist, in any purchase order, contract, or other document issued by Buyer, is expressly rejected by Buyer, and shall not be a part of this order. Any modifications to this order, shall be in writing and signed by the Buyer.

2. SHIPPING BILLING AND FLSA CERTIFICATION: Seller agrees; (a) to promptly pack, mark and ship goods in accordance with the requirements of Buyer and involve carriers in a manner to secure lowest transportation cost; (b) to notify Buyer of all shipments in writing with bill of lading number, where applicable for identity, and receipt of goods; (c) to ship goods no later than the date specified by Buyer or, if no date is specified by Buyer, within a reasonable time; (d) to pack and wrap goods so as to secure proper transport; (e) to affix properly all shipping labels and markings; (f) to provide with each shipment packing slips with Buyer’s order number marked thereon; (g) to properly number each package by Buyer’s number; (h) to include with the property of Seller or with that of a third person; (i) to pay to Buyer the reasonable cost of replacement of perishable or destructible goods, or direct temporary suspension of payments to Buyer, directly or on account of claims by Seller’s subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment replacement, rental costs, unanticipated depreciation costs, and general and administrative burdens charged from termination of this order. Within sixty (60) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer with sufficient supporting data to permit Buyer’s audit, and shall thereupon promptly furnish such supplemental and additional information as Buyer shall request. Buyer reserves the right to reject any goods, parts, materials, equipment, records, work, materials, inventories, and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY: Seller agrees; (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of or in any way incident to any work or service performed under this order; (b) to immediately notify Buyer in writing of any actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller’s actions; (c) to agree to the provision of all appropriate data and documentation, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this order.

20. REMEDIES: The rights and remedies reserved to Buyer in this order shall be cumulative, and addition to all other or other remedies provided in law or equity.

22. DUTY DRAWBACK RIGHTS: This order includes all related customs duty and import drawback rights, if any. Unstates or Canadian entities shall notify Buyer in writing of any duty drawback rights that may be claimed in connection with this order. Buyer reserves the right to transfer to Buyer all duty drawback rights, if any, whether or not the same are claimed by Seller. Buyer’s representative shall not be liable for the payment of any duties or other charges, but may in the event of Seller’s failure to make any such payment, pay such duties or charges directly to Buyer or its representative, and charge Seller for the cost of such duties. Seller shall indemnify and hold Buyer harmless from all costs, charges or expenses incurred by Buyer in connection with any such duties or charges.

25. GOVERNMENT AND INDUSTRY COMPLIANCE: Seller agrees to comply with all federal, state, and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller’s performance of its obligations under this order, and to make its employees available for periodic audits of Seller’s compliance with such laws, rules, regulations and ordinances. Buyer may audit Seller’s performance, and shall report any violations of such laws, rules, regulations and ordinances, to the appropriate governmental agencies.

26. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION: This order incorporates by reference (a) all provisions of Executive Order 11246, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41C.F.R. 60-20, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era; and (c) all provisions of 41C.F.R. 60-741 as amended, pertaining to affirmative action for workers with disabilities. Seller will comply with the applicable requirements of sections 6, 7, and 12 of the Fair labor Standards Act, as amended, and of regulations and instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods, industry code and Buyer’s order number marked thereon; (e) to properly mark each package with this order number, the factory, plant and operations number; (f) to properly label each package to be returned to Seller; (g) to make all written communications to Seller with reference to this order, and (h) to be commercially reasonable under the circumstances, after notice of nonconformity shall be given to Seller. If Seller’s acts or omissions result in Seller’s failure to meet Buyer’s delivery requirements within the time specified in this order, Buyer may immediately cancel the order or any portion thereof without liability.

27. INSURANCE: Seller shall maintain insurance coverage in amounts not less than the following: (a) Worker’s Compensation – Statutory Limits for the state or states in which this order is to be performed (or evidence of authority to self-insure); (b) Products Liability Insurance (Other than Personal Injury and Property Damage); (c) Blanket Contractual Liability; – $1,000,000 per occurrence Personal Injury and Property Damage; (d) Seller’s property insurance coverage (including lockouts, strikes, and slowdowns), inability to obtain power, materials, labor, equipment or transportation or contract labor or materials on account of the occurrence Personal Injury or Property Damage; (e) Seller’s property insurance coverage (including lockouts, strikes, and slowdowns), inability to obtain power, materials, labor, equipment or transportation or contract labor or materials on account of the occurrence Personal Injury or Property Damage; (f) Seller’s property insurance coverage; (g) Seller’s property insurance coverage; (h) Seller’s property insurance coverage; (i) Seller’s property insurance coverage; (j) Seller’s property insurance coverage; (k) Seller’s property insurance coverage; (l) Seller’s property insurance coverage; (m) Seller’s property insurance coverage; (n) Seller’s property insurance coverage; (o) Seller’s property insurance coverage; (p) Seller’s property insurance coverage; (q) Seller’s property insurance coverage; (r) Seller’s property insurance coverage; (s) Seller’s property insurance coverage; (t) Seller’s property insurance coverage; (u) Seller’s property insurance coverage; (v) Seller’s property insurance coverage; (w) Seller’s property insurance coverage; (x) Seller’s property insurance coverage; (y) Seller’s property insurance coverage; (z) Seller’s property insurance coverage.