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Conditions of Purchase

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1. ACCEPTANCE.

(a) The order incorporating these Conditions of purchase becomes a binding contract when the Supplier accepts it. Either an acknowledgment by the Supplier or the commencement of performance by the Supplier shall constitute acceptance. Acceptance may be only on the exact terms herein set forth. No condition stated by Supplier in accepting this order shall be binding on Purchaser if different from or in addition to the conditions set forth herein unless agreed to in writing by Purchaser.

(b) If this order follows an offer by the Supplier setting forth the Supplier's conditions of sale, the Purchaser's acceptance of the Supplier's offer is expressly conditioned on the Supplier's assent to the additional or different conditions set forth herein. Prior to or in the absence of the Supplier's assent to the Purchaser's conditions, there shall be no agreement in effect between the Supplier and Purchaser.

2. SPECIFICATIONS.

Supplier shall comply with any specifications stated on the face of this order or incorporated herein and with any applicable United States Government specifications. Upon request, the Supplier shall furnish the Purchaser with a certificate executed by an authorized Supplier representative confirming the Supplier's compliance with all applicable specifications.

3. PRICES.

Unless otherwise specified, the prices set forth in this order include all applicable federal, state and local taxes and all shipping costs, duties and other charges.

4. ASSIGNMENT.

Neither this order nor its performance nor any interest herein nor any monies due or to become due Supplier hereunder may be assigned or otherwise transferred by Supplier without the prior written consent of Purchaser.

5. SUBCONTRACTING.

Supplier may not enter into a subcontract for the procurement of any items covered by this order in completed or substantially completed form without the prior written consent of Purchaser.

6. TIME OF THE ESSENCE.

Time is of the essence under this order. Failure of the Supplier to deliver items or provide services within the time specified on the face hereof, or within any extension specified by a written amendment hereto, shall be a breach hereof. If no time is specified herein, Purchaser may, by reasonable advance notification to the Supplier, terminate this order in whole or part if the Supplier fails to deliver

items or provide services within a reasonable time after the date of this order.

7. EXCUSABLE DELAYS.

Supplier shall not be charged with any liability for failure or delay in performance when such failure or delay is due to any cause beyond the control and without the fault or negligence of supplier, provided that supplier shall give Purchaser prompt notice in writing when it appears that such delay shall cause a delay in performance under this order. If any such failure or delay threatens to impair Purchaser's ability to meet delivery requirements for its products or to meet contractual obligations, Purchaser shall have the right, at its option and without being under any liability to the supplier, to cancel by notice in writing to supplier the portion or portions of this order so affected. Correspondingly, Purchaser shall be excused for failure or delay in its performance hereunder due to any cause beyond its control and without fault or negligence.

8. WARRANTIES.

Supplier warrants that all items delivered and services provided hereunder shall be free from defects in workmanship, material and manufacture; shall comply with the requirements of this order, including any drawings or specifications incorporated herein or samples furnished by the supplier; shall be non-surplus goods of new manufacture and, if of Supplier's design, shall be free from defects in design. Supplier further warrants that all items purchased hereunder shall be of merchantable quality and fit and suitable for the intended purposes, whether expressed or reasonably implied. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Purchaser and shall run to Purchaser, its successors, assigns, customers and any third parties injured in person or property by reason of any breach thereof.

9. INSPECTION.

(a) Purchaser shall have the right to inspect and test all work under this order at all reasonable times, including during manufacture. Supplier shall furnish all reasonable facilities and assistance for safe and convenient inspections or tests without additional charge.

(b) Notwithstanding any prior examination, payment or the passage of title, all items are subject to final inspection and acceptance at the Purchaser's plant. If the time for final inspection is not specified on the face of this order, such final inspection shall be made within 180 days after receipt of the items at the Purchaser's plant.

10. DEFECTIVE OR NONCONFORMING ITEMS.

(a) If any items are found to be defective or otherwise not in conformity with the requirements of this order, Purchaser, in addition to its other rights and remedies, may



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reject all or some of such items and require either their correction or their replacement at Supplier's expense. Purchaser may charge back to Supplier's account the amount paid for rejected items pending redelivery of same or replacements therefor. Any items previously rejected shall not be resubmitted for the Purchaser's acceptance without concurrent notice of the prior rejection.

(b) All risk of loss or damage to the items to be delivered hereunder shall be upon the supplier until such items are delivered at the F.O.B. point specified in this order. In addition, the supplier shall bear all risk of loss or damage to items rejected by the Purchaser after notice of rejection to the supplier until such items or replacements therefor are redelivered, except for any loss or damage resulting from the negligence of officers, employees, or agents of Purchaser acting within the scope of their employment. (c) No action taken by the Purchaser under this section shall be deemed to extend any delivery dates specified on the face of this order.

11. TERMINATION FOR DEFAULT.

Purchaser may terminate this order in whole or in part for default, without further cost or liability to it, if the supplier fails to comply with any of the order, including these Conditions of Purchase. In the event of termination pursuant to this section, Purchaser may procure upon such terms and in such manner as it may deem appropriate, items or services similar or substantially similar to those so terminated, and Supplier shall be liable to Purchaser for any excess cost, direct or indirect, resulting from that place. Supplier shall continue performance to the extent not terminated. Without limiting the foregoing, Purchaser shall have the right to terminate this order or any part thereof in the event of the happening of any one of the following: the commencement by the supplier of a voluntary case in bankruptcy; the commencement against the supplier of an involuntary case in bankruptcy, if such a case is not dismissed within thirty days from the date of filing; the appointment of a receiver or trustee for the supplier if such an appointment is not vacated within thirty days from the date thereof; the execution by the supplier of an assignment for the benefit of creditors; Supplier's failure to perform or delay in performing hereunder which failure or delay is not otherwise excusable hereunder; and Supplier's failure to provide adequate assurance of due performance when Purchaser has reasonable grounds for insecurity with respect to such performance and following written demand by Purchaser for such assurance.

12. TERMINATION FOR CONVENIENCE.

(a) Purchaser may terminate this order in whole or in part whenever Purchaser determines for any reason that such termination is in its best interests. Termination hereunder shall be effected by delivery to the supplier of a notice of termination specifying the extent to which the performance of work under this order is terminated and the date upon which such termination becomes effective.

(b) supplier shall stop work under this order and terminate all orders and subcontracts for materials, services or facilities in accordance with and as appropriate under the termination. With respect to the termination by the

supplier of such related orders and sub-contract ts, the supplier shall settle outstanding liabilities and claims only with the approval of the Purchaser, except to the extent that the Purchaser waives such approval.

(c) Upon termination under this section, Purchaser shall not pay for goods ordered, work in process, or labor for any item canceled more than ninety days prior to delivery unless otherwise previously agreed in writing.

(d) supplier agrees to transfer title and deliver to Purchaser such information and items which, if the order had been completed, would have been required to be furnished to Purchaser, including completed or partially completed plans, drawings and information and materials or equipment produced, in process or acquired in connection with performance of the order.

(e) This section in no way limits the Purchaser's right to terminate this order for default.

13. CHANGES

(a) Purchaser may at any time by written order to the supplier and without notice to sureties, if any, make changes within the general scope of this order in any one or more of the following: (1) quantity of items or services ordered; (2) drawings, designs or specifications; (3) delivery or performance schedules; (4) shipping and billing instructions; (5) place of delivery.

(b) supplier shall proceed promptly to make such changes in accordance with the terms of the Purchaser's written change order. If any such change causes an increase or decrease in the cost of performance of this order or in the time required for performance, an equitable adjustment shall be made in the purchase order price or the performance schedule or both, and this order shall be amended in writing accordingly. Any claim by the supplier for adjustment under this provision shall be asserted in writing within thirty days from the date of the written order effecting the change. In the absence of such notification, the Purchaser shall not be obligated to consider the Supplier's claim for an equitable adjustment resulting from the change. Purchaser shall not be obligated to consider any claim for an increase in price after final payment to supplier hereunder. Where the cost of property made obsolete or excess as a result of change is included in the Supplier's claim for adjustment, the Purchaser shall have the right to prescribe the manner of disposition of such property.

14. INFORMATION AND INVENTIONS.

(a) All information, specifications and drawings furnished to the supplier in connection with the order shall be used only in the manufacture of items or the performance of services for Purchaser. It shall be considered the property of Purchaser and shall not be disclosed by the supplier. In the absence of a written agreement to the contrary, all information, specifications and drawings furnished to Purchaser in connection with this order shall be considered non-proprietary and may be used or disclosed to third parties by Purchaser as Purchaser chooses. (b) Any inventions, sole or joint, made by supplier employees and arising out of the subject matter of this order, as amended or extended, shall be fully disclosed and completely



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assigned by the supplier to the Purchaser without further compensation.

15. INDEMNIFICATION.

Supplier agrees to indemnify and hold harmless Purchaser, its successors, assigns and customers against any and all claims, losses, costs or damages based upon or arising out of any infringement or alleged infringement or any letters, patent, trademarks or copyrights by reason of the sale or use by Purchaser or its customers of any item, service or process sold or furnished under this order unless the item, service or process is made or furnished according to Purchaser's drawings, designs or specifications. Supplier further agrees to indemnify and hold harmless Purchaser, its successors and assigns from and against any and all claims, losses, costs or damages based upon or arising out of (1) any defect in any item furnished under this order, (2) any construction, installation, services or facilities furnished under or in connection with this order, (3) the use of any equipment or goods furnished to Purchaser on an experimental basis, or (4) any violation by the supplier of any governmental law, ordinance, regulation or order with respect to any item, service or process sold or furnished under this order.

16. MATERIAL, TOOLING AND EQUIPMENT FURNISHED BY THE PURCHASER.

(a) All material, tooling and equipment that Purchaser is required hereunder to furnish to the supplier shall be delivered in sufficient time to enable the supplier to meet its performance schedule. If any such material, tooling or equipment is not delivered to the supplier in sufficient time, the resultant delay or supplier nonperformance shall be excusable. If Purchaser shall terminate this order as a result of any such delay in performance or failure to perform by the supplier, such termination shall be for the convenience of Purchaser, and settlement shall be made in accordance with section 13(b) hereof. Purchaser shall have no liability to the supplier by reason of any delay in delivery of, or failure to deliver, any such material, tooling or equipment. (b) All risk of loss or damage to any material, tooling or equipment furnished by Purchaser shall be upon supplier shall replace by purchase from Purchaser at Purchaser's price then current any such material lost or damaged because of spoilage, breakage or defective workmanship of supplier in excess of any allowance made thereof or by Purchaser. Upon completion of this order, any of the material furnished by Purchaser and not consumed in the performance of this order and any tooling or equipment furnished by Purchaser shall be returned to Purchaser or otherwise disposed of per Purchaser's instructions. (c) When Purchaser furnishes any material for use in furnishing the items or services called for hereunder, the supplier shall neither substitute material from any other source nor alter the physical or chemical properties of the material furnished to it except in accordance with applicable Purchaser specifications or Purchaser's written approval.

17. SERVICES SUPPLIED BY SUPPLIER.

If this order covers the performance of services on the premises of Purchaser, the supplier agrees to furnish certificates from its insurance carriers showing that it carries workmen's compensation, automobile liability, public liability, and property damage insurance coverage with limits satisfactory to Purchaser. If the supplier is a self-insurer, it must have the appropriate state agency of the state in which the services are to be performed furnish to the Purchaser a certificate to the same effect. Supplier will be responsible for all materials and workmanship until the items or services are completed and accepted by Purchaser. Supplier further agrees to keep Purchaser's premises free and clear of all mechanic's liens. Purchaser may withhold any and all payments due under this order until the supplier has furnished satisfactory evidence that all bills for labor and material referable to this order have been paid in full.

18. SHIPPING AND BILLING.

(a) Packing. All items shall be packed in a suitable container for protection in shipping and storage and in accordance with any specifications of the Purchaser. Supplier shall be responsible for all packaging and packing costs unless otherwise agreed in writing by Purchaser. (b) Marking. Supplier shall indicate the number of this order on all packages shipped pursuant hereto, and the order number, the part number, and the manufacturing order number, if there is one, must appear on all packing lists, bills of lading, and invoices. (c) Shipping. The supplier will comply with all applicable export controls, customs and Foreign Trade Regulations. Unless otherwise noted, the Supplier will pay all shipping charges FOB Purchaser's Dock. If Purchaser agrees to pay shipping costs, the supplier shall nevertheless pay shipping costs to the extent that they exceed the cost of the mode of shipment specified on the face of this order or, if no mode is specified, any such costs over normal shipping costs, including additional costs, necessitated by reason of any of delay by the supplier in making deliveries hereunder. (d) Value. If the Purchaser agrees that the delivery point shall be F.O.B. origin, the supplier shall declare no value above \$50.00 on a bill of lading. (e) Invoice. Supplier shall render to Purchaser's Accounts Payable Department on the date of shipment a separate invoice for each shipment made pursuant to this order and shall indicate thereon the number of this order, the part number, and the manufacturing order number if there is one. Any discount period shall be calculated from the date an acceptable invoice is received or the date items are received by the Purchaser, whichever is later.

19. COMPLIANCE WITH STATUTES AND REGULATIONS.

Supplier warrants and certifies that in the performance of this order, it will comply with all applicable statutes, rules, regulations and orders, now in effect or hereafter enacted, of the United States and any state or political subdivision of any state, including statutes, rules, regulations and orders pertaining to labor, wages, hours and other conditions of employment, wage and price ceilings, if applicable, the Fair Labor Standards Act, as amended, and notification requirements pertaining to employee rights under the federal labor laws pursuant to 29 C.F.R. Part 471, Appendix A to Subpart A, incorporated herein by reference. The



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supplier confirms they have exercised proper due diligence to identify conflict minerals, as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and counterfeit components in their supply chain, have disclosed this information to the Purchaser and will immediately inform the Purchaser of any changes, errors, or omissions.

20. EQUAL EMPLOYMENT OPPORTUNITY.

To the extent applicable, all parties agree to abide by the provisions 29 CFR Part 471 Appendix A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

21. ENVIRONMENTAL HEALTH & SAFETY.

The Goods and their packaging shall not contain any substance prohibited or exceeding the concentration limit for the respective applications pursuant to national or international regulations. If Goods are to be delivered into Europe, Seller shall provide information on "Substances of Very High Concern" (SVHC) as required in Article 33 of Regulation EC 1907/2006 (REACH) to the buyer if Goods are to be delivered into a country where the Union Directive 2002/95/EC (RoHS), the Goods shall not contain any substance prohibited or exceeding the concentration limits for the respective applications pursuant to RoHS. The Goods, irrespective of whether the Good itself is an electrical or electronic equipment within the meaning of the RoHS, shall not contain any substance prohibited or exceeding the concentration limit for the respective applications pursuant to RoHS.

22. CUMULATIVE RIGHTS AND REMEDIES.

The rights and remedies herein provided to Purchaser shall be cumulative, as to one another, and shall be in addition to any other rights and remedies provided in law or equity.

23. WAIVERS. A waiver or any failure on Supplier's part to carry out any condition, term or part of this order shall not as a waiver with respect to any recurrence of such failure or with respect to a failure to carry out any other condition, term or part.

24. CAPTIONS.

Captions used in this order are for convenience of reference only and shall not be deemed a part of the order.

25. ENTIRE AGREEMENT: MODIFICATIONS.

This order sets forth the entire agreement between the parties hereto with respect to the subject matter and supersedes all prior communications, representations or agreements, whether oral or written. No agreements or understandings varying or extending the provisions of this order and no consent or waiver relating hereto will be binding on the Purchasing Manager, Purchasing Agent or other duly authorized representative of Purchaser.

26. APPLICABLE LAW.

Supplier warrants and certifies that in the performance of this order, it will comply with all applicable local, state and federal laws.

Volpi Manufacturing USA Co, Inc.

5 Commerce Way, Auburn, New York, 13021, USA

Tel: +315.255.1737 Fax: +315.255-1202

www.volpi-group.com