

1. **Contract Formation.** Buyer's order, communicated by any means, constitutes Buyer's acceptance of all Seller's terms and conditions of sale which are set forth on Seller's order acknowledgment, quotation form(s) or appear on Seller's website. Seller's acceptance, whether by acknowledgment or performance, is expressly made conditional on Buyer's assent to Seller's terms and conditions which assent is manifested by Buyer's order entry by whatever means. In the event Seller's website, acknowledgment or quotation constitutes an offer, Buyer's acceptance is expressly limited to Seller's terms and conditions of sale, and Buyer's acceptance is manifested by order entry by whatever means used by Buyer. Seller's terms and conditions of sale take precedence over and supersede any conflicting, different, inconsistent or additional terms contained in any of Buyer's documentation or electronic transmissions, and any such conflicting, different, inconsistent or additional terms are hereby objected to and rejected by Seller.

2. **Shipments/Freight.** All shipments are FCA Seller's factory or warehouse unless otherwise agreed. Title and risk of loss will pass to Buyer at the FCA point. All freight and transportation charges, customs duties and insurance, if any, are at Buyer's expense. Carriers are responsible for goods lost or damaged in transit and Buyer/consignee must immediately notify carrier in writing of such loss or damage. Bulk packaging is standard unless otherwise noted.

3. **Delivery.** Delivery lead times and shipment dates as specified by Seller are approximate and subject to change without notice. Seller may hold or delay delivery due to late payment on previous orders. All stock items are subject to prior sales unless otherwise noted. Seller assumes no liability whatsoever for loss or damage arising out of the failure to deliver orders or portions thereof on dates stated. Delay in delivery will not give Buyer the right to cancel any order(s).

4. **Pricing.** Prices are subject to change without notice. With respect to pricing set forth in Seller's quotations, unless otherwise agreed in writing or confirmed by electronic transmission from Seller, prices quoted by Seller will be adjusted to Seller's prices in effect at the time of shipment.

5. **Minimum Production Runs.** In the event that any goods related to Buyer's order are subject to Seller's minimum production run, Buyer must purchase a quantity of such goods at least equal to such minimum production run on a take-or-pay basis. Buyer must complete such purchase obligation during the 12-month period beginning on the date that Seller receives Buyer's first order of such goods. If Buyer fails to meet such purchase obligation during such 12-month period, Seller will invoice Buyer for any quantity of such goods that Buyer has failed to purchase during such 12-month period and Buyer shall remit payment within 30 days of invoice date.

6. **Custom Products.** In the event that any goods ordered by Buyer are custom or modified products that are manufactured to Buyer's specifications, such products will consist of unique components and raw materials purchased by Seller specifically for Buyer. Therefore, if Buyer makes any modification to its specifications or fails to purchase any such custom products from Seller for a period of 6 months or longer, Buyer shall purchase from Seller all remaining unique components, raw materials, work-in-progress and finished goods inventory. In any such event, Seller shall invoice Buyer for the amount thereof, and Buyer shall remit payment within 30 days of invoice date. Seller will rework existing work-in-progress and finished goods only at Buyer's expense. Inventory of unique components, raw materials, work-in-progress and finished goods will generally not exceed 3 months of goods, based upon anticipated monthly orders.

7. **Payment.** Terms of payment are net cash with order except where credit is established, in which case terms are net 30 days from the date of invoice unless otherwise agreed to. Seller may require full or partial payment, or other security to secure performance of Buyer's obligations before commencing or continuing work and/or prior to shipment of finished goods. Late payment may be subject to a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by Buyer of notice of finance charge. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. All payments to be made in U.S. Dollars unless otherwise specified.

8. **Cancellation of Orders>Returns.** Orders may not be canceled or returned without Seller's prior written authorization. In the event of unauthorized cancellation by Buyer, in whole or in part, Buyer will be liable for payment of cancellation charges in the amount of all losses, costs, expenses and/or damages incurred or suffered by Seller that will in no event be less than 20% of the order.

9. **Warranty/Buyer's Remedies.** Seller warrants that the products manufactured and sold by Seller will be in accordance with Seller's published specifications and be free from defects in material and workmanship for a period of two (2) years from the date of delivery to Buyer if used under normal circumstances, and provided any defect(s) are not the result of: (i) installation method; (ii) customer or third party abuse or misuse; (iii) failure to adhere to Seller's instructions; or (iv) except as otherwise may be specifically stated in Seller's product literature, wear or deterioration due to environmental conditions. Buyer must give written notice to Seller within 20 days of the discovery of any alleged defect within such one (1) year period, and any action must be brought within one (1) year after such breach of warranty is or should have been discovered. For any authorized returns, Seller shall provide Buyer with a Return Materials Authorization number (RMA #) which Buyer must reference in any return; any return without a proper RMA # will not be accepted by Seller. The above is the sole and exclusive warranty of Seller; SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The sole and exclusive remedy of Buyer for any breach of warranty by Seller is that Seller shall provide, upon confirmation of the defective condition of the subject part, at no cost to Buyer, a replacement part for each defective part manufactured and sold by Seller to Buyer, or at Buyer's choice, Buyer will receive a credit toward a future purchase in an amount equal to the purchase price paid by Buyer for defective parts. Buyer is responsible for all shipping costs for any warranty claims. Warranties for products manufactured by a third party will be subject to such third party's warranty.

10. **Taxes.** Buyer is liable for all sales, use, excise or other taxes associated with Buyer's order(s). Buyer shall provide, if applicable, a valid and correct tax exemption certificate applicable to the product destination location, in order to establish that any transaction is subject to sales or use tax exemption.

11. **Quotations.** In the event Seller provides a quotation to Buyer, such quotation will be expressly conditioned upon these terms and conditions and is valid for 60 days from the date of the quotation. Designated "Produced-to-Order" items are priced per ordered quantity unless otherwise agreed to and are non-cancelable and non-returnable. Any quotation or response to a request designated as "preliminary" is provided as a convenience to the Buyer to be used as a guideline only. Such preliminary quotation or response and any information contained therein, including but not limited to pricing, delivery or quantities, is not binding upon Seller.

12. **Product Design/Specification Changes/Technical Data Sheets.** Seller may modify, revise and/or change product specifications and design dimensions at any time in Seller's discretion. In the event technical data sheets are provided to Buyer, information set forth on such

technical data sheets is provided as a general guideline only since conditions vary with each application and method of installation. No safety factor has been applied. Seller recommends that Buyer request a product sample for testing to determine the suitability of the product for Buyer's intended purpose and application under actual service conditions. Seller makes no warranties or guarantees with respect to technical data contained in technical data sheets, Seller's product handbook or product literature.

13. **Tooling.** In the absence of separate tooling charges to Buyer, all tooling, including dies, molds, patterns, jigs and fixtures are the exclusive property of Seller. Buyer will be charged set-up charges for any product that is not standard stocked. Additional charges for partial tooling will be incurred for modifications of standard stocked and non-stocked product, as well as specially-designed custom products. Partial tooling consists solely of mold or tool inserts and does not include dies, fixtures, jigs or patterns. Partial tooling is retained and maintained by Seller at Seller's facility for the exclusive use of Buyer. Seller does not guarantee or make any warranties, express or implied, with respect to tool life. Other than expenses of normal maintenance, which will be the liability of Seller, replacement of tooling will be at the sole cost and expense of Buyer. Buyer may incur additional tooling charges for any changes or modifications to product design requiring tooling modifications following prototype design specification approval by Buyer. In the event of order cancellation, Buyer will be liable for the payment of all tooling charges incurred or committed by Seller in addition to any other cancellation charges due in accordance with Paragraph 8 hereof. Buyer's use of any tool is subject to any patent or other intellectual property rights of Seller in the underlying product manufactured by such tool and, except as expressly granted by Seller in writing, no license (express or implied) in such product is granted to Buyer by virtue of its payment of tooling charges.

14. **Confidentiality.** Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Agreement, whether in writing or discussed orally with the other with respect to the product design, its development and/or subject matter of this Agreement; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information independently developed by either party and not the result of information disclosed pursuant to this Agreement, or information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, under any intellectual property rights, including but not limited to, patents, patent rights or trade secrets, is granted by either party to the other.

15. **Force Majeure.** Seller will not be liable for delays or failure to perform in the event of acts of God, labor disturbances, strikes, delay by carrier, material unavailability, fuel shortage, operation of law, civil unrest, war, act of government, judicial decree, judgment or order of court or administrative agency or other cause beyond the reasonable control of Seller.

16. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INDIRECT DAMAGES, OR ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BUYER'S ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO BUYER'S ORDER.

17. **Use/Misuse of Goods.** Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of goods, either alone or in combination with other products or components. Seller will not be liable for any damage or harm to individuals, property or otherwise caused by (i) the misuse of any goods by Buyer or any other party, (ii) the failure of Buyer or any other party to follow any warning labels included with the goods or materials accompanying the goods or (iii) the failure of Buyer to provide any other party with proper instructions or warning labels for the applicable goods.

18. **Indemnification for Made-to-Print Goods.** Buyer acknowledges that made-to-print goods are made to print by Seller based on a design provided by Buyer. Accordingly, Buyer agrees to indemnify and hold harmless Seller and its affiliated entities and each of their officers, directors, employees, agents, customers, successors and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees, costs of enforcing any indemnification obligation of Buyer incurred by any Indemnified Parties based on actual or alleged infringement of any patent, trademark, copyright or similar right or misappropriation of trade secrets by Buyer in connection with Seller's use, modification or possession of any design provided by Buyer related to such goods.

19. **Governing Law.** The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of the State of Connecticut in all respects (except for any conflict-of-law principles that might require the application of some other state's laws) and without reference to the laws of any other state or nation. The application of the UN Convention on Contracts for International Sale of Goods ("CISG") is hereby excluded.

20. **Miscellaneous.** Buyer's purchase of Seller's products hereunder pursuant solely to Seller's terms and conditions represents the entire agreement of the parties and supersedes any prior communications, whether verbal or written, including, but not limited to, product literature. No changes, revisions or amendments will be valid or enforceable except as subject to agreement in writing signed by both parties. Failure of Seller to insist on strict performance of any term or condition will not constitute a waiver. Any remedies of Seller set forth herein will be cumulative and not exclusive and are in addition to any other remedies Seller may have at law. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may assign any of its rights or delegate any of its obligations to any affiliated entity or to any entity acquiring all or substantially all of Seller's assets. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties.