

TERMS & CONDITIONS**1. Acceptance**

The order acknowledgment is confirmation of the order made by Buyer. It is expressly agreed that the terms and conditions stated therein are the sole terms and conditions of the order and sale.

2. Prices

To the extent the prices quoted therein have been estimated from specification by the Buyer, such prices are subject to adjustment to accommodate changes required in the manufacturing process by Buyer's specifications.

3. Delivery

(a) The Shipment Date set forth on the acknowledgement will be deemed accepted by the Buyer unless objected to, in writing, within ten (10) days from receipt of this order acknowledgment. Any delivery not in dispute shall be paid for regardless of other controversies relating to other deliveries or undelivered material.

(b) Seller's performance is at all time subject to change or cancellation due to causes beyond Seller's control, including but not limited to fires, strikes, accidents, catastrophes, acts of God, war conditions, shortages of labor, material or means of transportation, governmental order and Regulations, legal interferences or prohibitions, embargoes, defaults on the part of suppliers, and any other events or conditions which shall make performance by the Seller difficult or impossible.

(c) Seller will make a good faith effort to perform and make delivery at the time estimated, but because of the nature of Seller's work notice is hereby given to the Buyer that no liability shall attach or accrue to Seller for late performance or delivery.

(d) If Buyer claims any discrepancy in count or weight, Buyer must notify Seller in writing, within thirty (30) calendar days after its receipt or shipment.

(e) Delivery shall be F.O.B. Seller's premises unless otherwise indicated on the front side hereof. Seller reserves the right to determine the place of manufacture of all orders. Risk of loss passes to the Buyer upon shipment.

(f) Prices include all charges for Seller's normal packing and crating. Seller is not obligated to provide any special containers. If Seller agrees to provide special packing and crating, it reserves the right to charge Buyer a reasonable price therefor.

(g) Any order to be delivered to the Buyer on credit is subject to the prior approval of Seller's credit department.

(h) Seller shall have the right, in addition to all other it may possess, an any time, for credit reasons or because of Buyer's defaults in its obligations hereunder, to withhold shipments, in whole or part, and to recall materials in transit, retake the same, and repossess all materials which may be stored with Seller for Buyer's account, without the necessity of taking any other processings, and Buyer consents that all the materials so recalled, retaken or repossessed shall become Seller's absolute property. The foregoing shall not be construed as limited, in any manner, any of the rights or remedies available to the Seller under the Uniform Commercial Code as adopted in the State of Connecticut or any default of Buyer.

4. Production:

(a) All specifications are subject to standard commercial variations. Any sample provided by Buyer to Seller shall be considered a specification.

(b) Where Buyer requires test or inspections not regularly provided by Seller will make a reasonable extra charge therefor. One hundred percent (100%) inspection is not promised by Seller nor included by Seller in its price, unless otherwise specified.

(c) In making materials to buyer's specifications it may be impossible to produce exactly the quantity ordered. It is therefore agreed that shipment by Seller of ten percent (10%) over or under the amount specified by Buyer shall be accepted by Buyer as completing its order.

(d) Stenographical and clerical errors and omissions by Seller are subject to correction.

5. Payment:

(a) Buyer agrees that payment in full is due in cash, based upon terms as noted on face of invoice.

(b) For accounts not paid within agreed upon terms, Buyer will be subject to interest charged on the unpaid balance of the invoice at the rate of 1-1/2% per month. Said interest shall be charged beginning the first day following due date of invoice.

6. Warranty:

(a) If Buyer claims that any material shipped by the seller is defective or fails to meet the specifications written otherwise accepted by Seller, Buyer shall not return such material but shall notify Seller of Buyer's claim, within thirty (30) days of the receipt of said material by Buyer.

(b) Said notification to Seller shall be in writing, signed by an authorized representative of Buyer, and shall state any and all facts and charges relative to Buyer's claim.

(c) If Seller determines that a defect exists in material or workmanship, Seller will, at its option, replace the defective material, repair it, or otherwise settle Buyer's claim.

(d) Notwithstanding the above, Seller shall have no obligation or liability whatsoever with respect to its materials for normal wear and tear, if persons other than Seller shall have performed any repair work on or made any alterations to said material or for any material or part thereof which has been damaged through accident, negligence, misuses or abuse.

(e) THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES OF SELLER AND SET FORTH BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH OR RELATING TO THE MATERIAL, INCLUDING ITS DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER AND SELLER'S LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE MATERIAL FOR WHICH LIABILITY IS CLAIMED. NO WAIVER, ALTERATION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

7. Title:

(a) Seller's delivery of materials to a carrier shall constitute transfer of title, ownership and possession to said material from Seller to Buyer.

(b) If delivery is to a carrier, any such carrier shall be deemed to be acting for Buyer and the materials shall thereafter be at the Buyer's risk.

8. Cancellation:

(a) Buyer may not cancel an order in whole, or in part, without Seller's written consent.

(b) If Seller elects to give such consent, Buyer shall pay (I) any expense incurred by Seller in the purchase of raw materials plus ten percent (10%) to cover Seller's handling costs; (II) the cost of any tools or dies manufactured or purchased by Seller for said order; and (III) any other loss or damage incurred by Seller, including Seller's lost anticipated profits from the cancellation of Buyer's order.

9. Taxes:

Seller's quoted prices do not include sales, use, excise, customs or other taxes which now or hereafter may be imposed with respect to any transaction involved herein and/or with respect to the manufacture, production, treatment, sale, delivery, transportation or process of material sold by Seller. All such taxes shall be paid by Buyer, and if paid or required to be paid by Seller, the amount thereof shall be added to and shall thereafter become a part of the price payable by Buyer to Seller.

10. Patents:

All orders manufactured according to specifications furnished by Buyer are accepted and manufactured in consideration of and upon the condition that Buyer represents and warrants that Seller's manufacture and sale of materials pursuant to Buyer's specifications and/or the use of said manufactured materials by Buyer, will not infringe or violate any United States or foreign patent, and Buyer agrees to forever indemnify Seller against all judgments, decrees, costs, or expenses resulting from

any such alleged or actual infringement or violation and further, upon written request of Seller, Buyer agrees to defend at its own expense any action which may be brought against Seller, its suppliers, vendees, lessees, licensees and assignees under any claim of patent infringement resulting directly or indirectly from the manufacture, sale or use of materials made according to Buyer's specification.

11. Tools and Fixtures:

The necessary tools, dies and fixtures required for Buyer's order will be retained in Seller's possession for Seller's use in filling orders of Buyer. If, at any time, a period of three (3) years has elapsed since the receipt of any order from Buyer requiring the use of such tools, dies and fixtures, Seller may thereafter make any such use or disposition of such tools, dies and fixtures as Seller desires, without accounting to Buyer for such use or disposition, or the proceeds thereof.

12. Performance:

The terms and conditions of all quotations, purchase orders and resulting sales shall be construed, governed and enforced solely in accordance with the laws of the State of Connecticut; and the parties shall be entitled to all rights conferred upon them by the Uniform Commercial Code as adopted in the State of Connecticut. In addition, Buyer agrees to pay all costs, expenses and attorneys' fees incurred by Seller as the consequence of Buyer's breach of any of its obligations hereunder.