

TERMS OF PURCHASE

ACCEPTANCE - Acceptance by Seller of Buyer's purchase order shall be limited to all the terms and conditions hereof, both expressed and implied. This order may be accepted only by Seller's written acknowledgement of the order. Any additional or different terms or conditions that may be proposed by Seller are hereby rejected and shall not become a part of the purchase agreement without Buyer's written consent. On items purchased based on drawings of Buyer, no deviations from the drawing specifications shall be made without Buyer's prior written consent. When the goods being sold hereunder are to be used in conjunction with any product of Buyer, Seller shall notify Buyer promptly in writing when changes are planned to Seller's standard product. If Seller shall, instead of making written acceptance of this order, ship any goods - in response to this order, Buyer may treat such shipment as acceptance of these terms.

PRICE - In the event that subsequent to the date of, but prior to the date of Seller's fulfillment of, this order Seller shall reduce the price of the goods and/or services, or goods and/or services similar in kind or quality to the goods and/or services that are the subject of this order, such price reduction shall apply to this order. If no price is specified herein, the price shall be not higher than Seller's most recent previously quoted price, or the price charged Buyer for goods and/or services of like kind or quality, whichever is less. If Seller has not previously quoted or charged Buyer prices as to any goods and/or services ordered hereby, the price shall be the last quoted or agreed price between Buyer and Seller. Any proposed price increase must be communicated at least 60 days in advance and agreed in writing.

WARRANTIES - Seller warrants that all goods and/or services provided by it (i) shall be of good quality and workmanship and free from defects, latent or patent; (ii) shall conform to all specifications, drawings, descriptions and samples furnished, specified or adopted by Buyer; (iii) shall be merchantable and suitable and sufficient for their intended purposes and/or use; and (iv) shall be free of any claim of any third party, whether or not Seller is a merchant of such goods and/or services. Buyer shall have thirty (30) days from the receipt of the goods to inspect same. Buyer may reject any defective or non-conforming goods or services. In such event, at Buyer's option: (a) Seller shall, at Seller's cost, promptly repair or replace same; (b) Buyer may return same to Seller, at Seller's cost, for a refund or credit for amounts previously paid by Buyer; or (c) Buyer may correct or replace same and Seller shall be responsible for the cost thereof. Seller will be responsible for any additional cost to Buyer due to defective goods and/or services provided by it such as machine set up time, machining costs and any down time, assembly time, inspection and sorting time, and field warranty costs. NONE OF THE REMEDIES AVAILABLE TO BUYER FOR THE BREACH OF ANY OF THE FOREGOING WARRANTIES MAY BE LIMITED EXCEPT TO THE EXTENT AND IN THE MANNER AGREED UPON BY BUYER IN A SEPARATE AGREEMENT SPECIFICALLY DESIGNATING SUCH LIMITATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. Buyer's inspection and/or acceptance of and/or payment for goods and/or services shall not constitute a waiver by it of any warranties. Buyer's approval of any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver goods and to perform services conforming to specifications, drawings and description. Seller warrants that (i) neither the goods furnished hereunder nor the sale or use thereof will infringe any United States or foreign patent, trademark, copyright, trade secret or other proprietary or similar rights; (ii) Seller will, at its own expense, defend any suit that may arise in respect thereto; and (iii) Seller will indemnify and hold Buyer harmless from all loss and expense incurred on account of any alleged or actual infringement. Buyer shall promptly notify Seller of any such infringement claim made against it.

PACKING, SHIPMENT AND DELIVERY - Unless otherwise expressly stated in this order, delivery shall be made to Buyer's delivery location designated in writing. Seller shall retain risk of loss and damage until the goods are delivered to and accepted at Buyer's designated delivery location. Notwithstanding the risk of loss transfer as set forth in the immediately preceding sentence, title to the goods shall transfer to Buyer upon delivery to Buyer. Seller shall suitably pack, mark and ship all goods to prevent damage and to conform to requirements of common carriers. No charge shall be made for packing, boxing, drayage or storage without Buyer's specific written authorization. Seller shall mark each package with Buyer's order number and address and shall place inside each package a memorandum showing shipper's name, the contents thereof and Buyer's order number. Delivery shall be made in quantities and at the time specified in Buyer's order or instructions. Buyer expressly reserves the right to change delivery schedules. If this order requires or authorizes the delivery of goods in separate lots and any goods do not conform hereto, Buyer may, at its sole election, reject any or all goods affected, the entire lot, and any undelivered lot. Time is of the essence in Seller's performance of this order. Seller shall deliver the goods within the Delivery Window specified in this order. "Delivery Window" means the period beginning two (2) business days prior to and ending two (2) business days after the delivery date stated in this order. Any delivery made outside the Delivery Window may, at Buyer's option, be rejected or cancelled without liability to Buyer. Seller shall reimburse Buyer for all expenses incurred by Buyer as a result of improper packing, marking or routing. Unless otherwise provided, Buyer will not accept COD shipment.

INVOICING - Seller shall mail invoices in duplicate, together with the corresponding packing list, on the date of shipment of goods. Unless written notice to the contrary is given to Buyer by Seller prior to shipment, all invoices for goods shipped shall be tendered by and be payable to Seller. If prepaid transportation charges are for Buyer's account, the invoice must be supported by the prepaid receipted transportation bill. Payment shall be made in accordance with the payment terms specified on the face of this order. Unless otherwise stated, payment terms shall commence upon Buyer's receipt of an undisputed invoice and acceptance of the goods or services, whichever occurs later.

COMPLIANCE WITH LAW - Seller warrants that its performance hereunder shall comply with all applicable federal, state and local laws, rules, regulations, administrative and executive orders including all applicable labor, safety, environmental protection, and anti-corruption laws. If goods ordered hereunder are to be used in a place of employment of Buyer, Seller warrants that such goods comply with the Occupational Safety and Health Act of 1970, as amended, and with any then applicable standards and regulations thereunder. Seller shall notify Buyer of any known compliance issues related to the goods supplied. Seller shall indemnify Buyer for any loss sustained by reason of Seller's failure to comply with any applicable federal, state and local laws, rules, regulations, administrative and executive orders. Seller warrants compliance with all applicable sanctions regulations.

CONFLICT MINERALS AND RESTRICTIONS ON CONTENT OF SUBSTANCES - Seller represents and warrants that the goods supplied under this order comply with all applicable conflict minerals laws and regulations, including Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and related SEC rules. Upon Buyer's request, Seller shall provide reasonable documentation regarding the source and chain of custody of any conflict minerals contained in the goods to at least the smelter or refiner level. Seller shall maintain and record all conflict minerals traceability documentation for 5 years. Supplier shall comply with all restrictions on content of substances, labelling requirements and regulations regarding disposal and recycling, including but not limited to the Toxic Substances Control Act (TSCA), California Proposition 65 (officially known as the Safe Drinking Water and Toxic Enforcement Act), Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), Restriction of Hazardous Substances (RoHS) and Persistent Organic Pollutants (POP). Delivery of any goods or products shall constitute Seller's representation to Buyer that there has been and will be full compliance with content and substance restrictions, including the foregoing, and, at Buyer's request, Seller shall certify such compliance in writing.

DISCLOSURE OF INFORMATION - Any unpatented knowledge or information concerning Seller's products, methods or manufacturing processes which may be disclosed to Buyer shall, unless Buyer

otherwise specifically agrees in writing, have been disclosed in consideration for this order, and Seller shall not assert any claim against Buyer as the result of Buyer's use thereof. -All technical information in the nature of drawings, patterns, specifications, samples or other goods furnished by Buyer to Seller shall be considered and kept strictly confidential by Seller, shall not be used for any purpose other than the performance of this order by Seller. Unless otherwise agreed in writing, all dies, molds, patterns, jigs, fixtures and any other property furnished to Seller by Buyer, or paid for by Buyer, shall remain the property of Buyer, and shall be used only in filling orders from Buyer. All such materials shall be promptly returned to Buyer at Buyer's request upon termination of the work for which they were furnished.

CHANGES - Buyer reserves the right at any time prior to shipment to make changes as to: (a) specifications of any goods to be specifically manufactured for Buyer; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery, and (e) reduce, increase or cancel the quantities ordered. If any such change causes an increase or decrease in the cost of or the time required for performance of this order, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change.

CANCELLATION AND REMEDIES - Buyer may cancel this order, in whole or in part, for convenience upon ninety (90) days' prior written notice or immediately on written notice to Seller if (i) the goods and/or services furnished do not conform to the warranties herein; (ii) Seller fails to make deliveries as provided herein; (iii) Seller breaches any other term, condition or covenant herein; or (iv) any representation by Seller proves to have been false when made; or (v) Seller is insolvent, a petition is filed for reorganization of Seller or for its adjudication as a bankrupt, Seller makes an assignment for benefit of creditors, a receiver or trustee is appointed for any of Seller's assets, or any other type of insolvency proceeding or formal or informal proceeding for the dissolution, liquidation, or winding up of affairs of, Seller, is commenced. In the event of any such cancellation, Buyer shall have the right, in addition to its other rights; (i) to refuse to accept delivery of goods and/or performance of services; (ii) to return to Seller any goods already delivered and to recover all payments made therefor and for expenses incident thereto; (iii) to recover any advance payments to Seller for undelivered or returned goods and/or services not fully performed; and (iv) to purchase elsewhere and charge Seller with any additional cost resulting therefrom. Buyer's right to return goods is not affected by any assignment by Seller of moneys due or to become due hereunder. In addition, -Upon any cancellation by Buyer, Buyer shall be charged only (i) the allocable part of price for conforming goods delivered and services performed, and (ii) Seller's actual cost for undelivered goods and for services not performed (including sums payable to settle obligations reasonably incurred in reliance on this order), such total charge to be in no event greater than the price herein. Upon such payment, all goods, whether in process or finished, and raw materials shall become Buyer's property and shall be delivered to Buyer as herein provided. Buyer shall have no further liability for undelivered goods, long-lead materials, or work in process unless otherwise agreed by Buyer in writing. Seller agrees that Buyer's orders, and any rights arising under them, shall not be pledged, assigned, or used as collateral in any insolvency or financing proceeding without Buyer's prior written consent.

INDEMNIFICATION - To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer and its affiliated companies, and its and their respective customers, members, managers, directors, officers, employees, agents, and contractors (other than Seller) from and against all losses, damages, liabilities, costs, expenses, suits, actions, claims, fines, penalties, investigations, mediations, arbitrations and all other obligations and proceedings of any kind or nature, including without limitation, reasonable attorney's fees and any other cost of litigation, arising out of or in connection with: (a) any act or omission to act by Seller in the performance of this order (b) any breach by Seller of any its representations, warranties or covenants herein, (c) any breach of any applicable law by Seller or any whose acts Seller is responsible, or (d) any claims that any good or service provided by Seller hereunder infringes on the intellectual property, patent, trademark, copyright or other proprietary right of any third party. Seller will maintain in full force and effect insurance coverages and in amounts sufficient to cover any loss or damage caused by negligence of the Seller or its subcontractors, and its and their personnel, that results in injuries to persons or damage to property, including damage to the merchandise being delivered or the property with respect to which the services are being performed.

NONASSIGNABILITY - Seller may not assign any right or interest in this order and may not delegate performance of any of its obligations hereunder without Buyer's prior written consent. Any attempted assignment or delegation by Seller without such consent shall be void.

MISCELLANEOUS - Buyer shall have the right to inspect any work being performed for Buyer by Seller and to inspect Seller's equipment and facilities at any time during Seller's normal business hours. Whenever Seller shall have in its possession any property of Buyer, Seller shall be deemed an insurer thereof and responsible for its safe return to Buyer. Seller shall exercise reasonable care over Buyer-owned property in its possession. Whenever Buyer has the right to demand of Seller adequate assurance of due performance, Buyer shall be the sole judge of the adequacy of any assurance given by Seller. Except as otherwise specifically provided in this order, Seller shall pay any sales, use, excise, tariff, duty, or other tax that may be imposed upon any of the goods or their sale, use or delivery. No delay or omission by Buyer in exercising any, right or remedy hereunder shall be a waiver thereof or of any other right or remedy. No single or partial waiver by Buyer thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of Buyer hereunder are cumulative. No course of prior dealings between Buyer and Seller and no usage of the trade shall be relevant to supplement or explain this Agreement. This order and any agreement resulting herefrom constitutes the entire agreement between Seller and Buyer, superseding all previous understandings and writings regarding this transaction. This order and any agreement resulting herefrom cannot be modified or amended without the written consent of Buyer. This order and the agreement resulting herefrom shall be governed by and under the laws of the State of New York without regard to its conflicts of laws rules or principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). Any action to enforce, arising out of, or relating in any way to, any of the provisions of this order and agreement shall be brought and prosecuted in a court located in Buffalo, New York or the Western District of New York as is provided by law, and Seller and Buyer consent to such jurisdiction. The provisions of this order shall survive any expiration hereof for so long as necessary to give effect to the intent of the parties, but in no event to exceed any applicable statutes of limitation. Except as otherwise expressly provided herein, this order is for the exclusive benefit of the parties and does not contemplate, or confer any benefit to, any third parties. If any provision of this order is held invalid in any jurisdiction, such invalidity shall be effective only as to such jurisdiction and shall not affect the validity of the other provisions hereof.

ACKNOWLEDGEMENT AND AUTHORITY - Seller represents and warrants that any person acknowledging this Purchase Order, commencing performance, or delivering goods or services on Seller's behalf has full authority to bind Seller to the terms and conditions of this Purchase Order. Seller's acceptance shall occur upon the earliest of: (i) written acknowledgement, (ii) commencement of performance, or (iii) shipment or delivery of any goods or services.