

TERMS AND CONDITIONS

ACKNOWLEDGEMENT: Acceptance of Buyer's order by Seller is expressly conditioned on Buyer's assent to any different or additional terms in this acknowledgement.

WE CERTIFY THAT THE GOODS COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF. BALANCES NOT PAID IN 30 DAYS WILL BEAR INTEREST AT THE LOWER OF 1 ½% PER MONTH OR THE HIGHEST RATE ALLOWED UNDER APPLICABLE LAW.

1. ACCEPTANCE. The terms and conditions set forth herein contain the sole, entire and exclusive agreement between the Seller and the Buyer in this transaction superseding all prior discussions, proposals, negotiations, representations and agreements. Any additional or conflicting terms, whether or not material, shall not, in any manner, by implication, by waiver, otherwise, govern the relationship between Seller and Buyer. Any waiver, modification or amendment of these terms and conditions shall only be effective as against Seller if such waiver, modification or amendment is contained in a written instrument duly executed by or on behalf of Seller. Specification changes are subject to acceptance by Seller, to price revisions and to any adjustments necessary to cover material procured and processed and labor expended prior to receipt by Seller of revised specifications. These terms and conditions are subject to Seller's ability to obtain necessary materials, seller's current schedules, government priorities and other governmental regulations, orders, directives and restriction that may be in effect from time to time.

2. PRICES. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE Unless specifically set forth on the face hereof, prices will be those in effect on date of shipment. Verbal quotations are subject to daily changes, and expire the same day they are made. Written non-precious metal quotations automatically expire in ten (10) days, unless the terms of the quotation specifically provide otherwise, and are subject to termination by written notice at any time prior to their expiration. Seller may change prices for future deliveries without prior notice to Buyer whether or not any portion of any order has been delivered, but Seller shall notify Buyer of the price changes put into effect after the date of Seller's instruments, and Buyer shall have the right to cancel any order or portion thereof not delivered at the date of such changes in prices by giving notice to the Seller within five (5) days of the date of Seller's notice. Failure to so notify Seller shall constitute acceptance of such changed price.

3. TERMS OF PAYMENT. Net amounts of Seller's invoice are due within thirty (30) days of date of invoice, or upon receipt of invoice, depending on the terms indicated on each individual's sales invoice. Payments, credits, or purchases made after the date of the end of the billing cycle will appear on the next statement. Amounts not paid within thirty (30) days of due date will incur an interest charge of the lower of 1% per month or the highest rate allowed under applicable law applied to the previous balance which is overdue after deducting current payments and/or credits received during the billing cycle. If Buyer defaults on payment and Buyer's account is turned over to Seller's attorney for collection, Buyer will be required to pay all costs of collection including but not limited to interest charges and attorney's fees.

4. TAXES AND OTHER CHARGES. The amount of any present or future manufacturing, sales, revenue, excise customs, or other duties or taxes, or any other charges imposed on or measured by any transaction between Buyer and Seller shall be added to the prices quoted or invoiced and shall be paid by Buyer whether or not stated on the face hereof, or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to the authorities imposing the same.

5. ADVANCE PAYMENT REPOSSESSION. If in Seller's opinion the financial condition or actions of Buyer at any time indicate that payment for goods ordered may not be received, Seller may discontinue production and shipment and require full or partial payment in advance. Further in such circumstances Seller shall have the right at buyer's expense to recall goods in transit, retake same and repossess all goods which may be stored with Seller, for Buyer's account, without the necessity of taking any other proceedings or after such proceedings as may be required by law. Buyer acknowledges that all merchandise so recalled, retaken, or repossessed shall be the property of Seller in the event of Buyer's default. Buyer shall pay all costs of collection including without limitation attorneys' fees and interest charges.

6. SHIPMENT. Except as otherwise provided on the face hereof all prices are F.O.B. Seller's place of business. All shipments shall be insured by Buyer at Buyer's expense and made at Buyer's risk. Method and route of shipment will be at the discretion of Seller unless Buyer specifies same. Seller reserves the right to make delivery in installments and all such installments when separately invoiced shall be paid for when due per invoice without regard to the dates of subsequent deliveries. All goods accepted shall be paid for regardless of any claim relating to other delivered or undelivered goods.

7. DELAYS. Seller shall attempt to meet any shipment or delivery date specified, but in no event shall Seller be responsible or liable for failure to ship or deliver by such date. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR INDIRECT OR CONSEQUENTIAL DAMAGES DUE TO DELAYS IN THE SHIPMENT OR DELIVERY OF GOODS. Shipments made within a reasonable time after a specific date of delivery shall constitute a good delivery. Seller shall not be liable in any way for any delay due to strikes, accidents to equipment, delays of carriers, fires, acts of God or a public enemy, or other causes beyond its control.

8. ACCEPTANCE OF GOODS. Buyer shall examine all goods immediately upon receipt and shall be deemed to have accepted such goods as conforming unless Seller is notified to the contrary within ten (10) days after receipt.

9. SELLER'S LIMITED WARRANTY. EXCEPT AS STATED BELOW SELLER MAKES NO WARRANTIES-EXPRESS OR IMPLIED – OF MERCHANTABILITY, FREEDOM FROM DEFECTS IN MATERIAL OR WORKMANSHIP. FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. Seller warrants only that goods delivered to Buyer shall meet Seller's standard specifications or standard of operation. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. The sales representatives of the Seller are not authorized to make warranties about the merchandise sold by the Seller. SELLER'S SALES REPRESENTATIVE'S ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall be relied upon by the Buyer and are not part of the contract for sale. The entire agreement between the parties is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in these terms and conditions of sale.

(Whenever Seller provides analysis or information to assist Buyer in the application of Seller's products SUCH ANALYSIS OR INFORMATION SHALL NOT CONSTITUTE A WARRANTY OF ANY KIND WITH RESPECT TO THAT APPLICATION. The advice of technical staff of Seller is available to Buyers, but because the Seller does not control or supervise the subsequent manufacture, fabrication or installation of its products for their use after sale, the Seller does not guarantee such advice and such advice does not constitute a warranty.)

10. NOTICE OF CLAIMS AND BUYER'S REMEDIES. Any claims by Buyer for breach of warranty must be made within thirty (30) days after delivery to Buyer or they shall be waived. Any such claims shall be made by a statement in writing to Seller including full particulars in support of Buyer's claim. If Seller shall determine that any goods fail to meet the above stated specifications or standard of operation it shall, at its option repair or replace such goods or issue credit for the value thereof minus depreciation for the period such goods were in use. Correction of non-conformities in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Buyer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort or otherwise. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO BUYER, THE SOLE PURPOSE OF THE stipulated exclusive remedy shall be to provide the Buyer free repair or replacement of the goods or credit for the value of the goods minus depreciation in the manner provided herein. This EXCLUSIVE REMEDY shall not be deemed to have failed of its essential purpose so long as the SELLER is willing and able to repair or replace defective parts in the prescribed manner or to make credit available to Seller in the prescribed manner.

11. LIMITATION OF LIABILITY. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO THE BUYER OR ANY THIRD PARTIES FOR SPECIAL OR CONSEQUENTIAL DAMAGES such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost capital, cost of purchased or replacement goods, or claims of customers of Buyer for service interruptions. The remedies of the Buyer set forth herein are exclusive, and the liability of Seller with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under this contract whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based. Seller's Liability shall be limited to the cost of the plated part or 3 times the plating cost (EXCLUDING PRECIOUS METALS), whichever is less.

12. RETURN OF GOODS. Prior to returning any goods Buyer shall obtain written authorization by submitting to Seller a written request for authorization and a statement of its claim including full particulars in support thereof. All costs of returning goods must be prepaid by Buyer. Seller may refuse goods shipped collect and reserves the right to charge back and set off transportation costs. Returned goods, found by the Seller to meet its warranty requirements, may be subject to reasonable service charges for examination, testing, and re-stocking. All transportation costs for the reshipment of returned goods (whether or not repaired) to Buyer and for the shipment of replacement goods, if any, shall be the responsibility of Buyer. Risk of loss for all goods returned to Seller shall at all times be upon Buyer and if any replacement goods are shipped to Buyer, risk of loss for such goods shall be upon Buyer during shipment. UNDER NO CIRCUMSTANCES MAY GOODS BE RETURNED TO SELLER WITHOUT SELLER'S WRITTEN CONSENT.

13. BUYER'S OBLIGATION TO NOTIFY THIRD PARTIES. Buyer is responsible for notifying its customers and ultimate users of merchandise containing Seller's products of product safety information. Buyer is also responsible for notifying its customers and ultimate users of merchandise containing Seller's products of the terms of sale contained herein governing the disclaimer of warranties and the limitations of Buyer's remedies and the limitations of liability. Buyer agrees to defend, protect, and save harmless Seller against all suits at law or in equity and from all damages, claims, losses, costs and demands arising from the sale of merchandise to the Buyer when such suits, damages, claims, losses, costs and demands are made by third parties whom Buyer was obligated to notify hereunder and failed to so notify as provided herein, and Buyer agrees to release and not bring suit against Seller based upon or arising from any such third party suits damages, claims, losses, costs, or demands.

14. BUYER'S WARRANTIES. Buyer warrants that the shipment of the goods to it will not violate any law, regulation, rule, order or restriction of the United States or any state or government; and Seller will furnish goods only in reliance upon such representation.

15. CANCELLATION, SUSPENSION, OR MODIFICATION BY BUYER. These terms and conditions can be cancelled, suspended or modified only with the Seller's written consent and upon terms that will indemnify Seller against loss arising from such cancellation, suspension or modification.

16. CUMULATIVE RIGHTS AND REMEDIES OF SELLER. All rights of and remedies available to Seller hereunder shall be cumulative and in addition to all rights and remedies available to Seller under all applicable laws including, without limitation, the Uniform Commercial Code in effect in Rhode Island. No waiver of any right or remedy available to Seller in any instance shall constitute a waiver of any right or remedy subsequently.

17. APPLICABLE LAW. This instrument and performance hereunder shall be governed by the laws of Connecticut and this instrument shall be considered a contract made in that state. Buyer agrees that it may bring suit against Seller only in said state, and for purposes of suit against Buyer, submits itself to the jurisdiction of that state.

18. SEVERABILITY. If any provision or clause of these terms and conditions of sale or nay application thereof to any person or circumstances is held invalid or unconscionable such invalidity or unconscionability shall not affect other provisions or application of the terms and conditions of sale which can be given effect without the invalid or unconscionable provision or applications and to this end the provisions of this agreement are declared to be severable.

19. MERGER. This writing constitutes the final expression of the parties' agreement and it is a complete and exclusive statement of the terms of that agreement.

20. Seller objects to and rejects as part of the Buyer's terms and conditions any INDEMNIFICATION or save harmless terms, conditions or clauses.