1. ACCEPTANCE: Seller's submission of (i) goods to the order subject to this Order ("Goods") or (ii) service, work or performance (each in performance of any of the services subject to this Order ("Services")), shall constitute an acceptance of Buyer's offer to purchase such in the Order, upon Buyer's assuming of such acceptance. Any acceptance of this Order is limited to the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any way the terms of this Order, including any acts of Buyer, letter, or oral representation by Buyer or any other person or entity, shall be deemed to be inconsistent with this Order and shall be deemed rejected by Buyer, unless and until expressly agreed to by Buyer in writing.

2. ORDER MODIFICATIONS: Buyer shall comply with the terms and conditions of any purchase order or agreement received by Buyer from a third party (which third party is referred to herein as "CUSTOMER") and which purchase order or other agreement is referenced to herein as "CUSTOMER ORDER" or "C.O."). Any such purchase order or other agreement received by Buyer from a third party (which third party is referred to herein as "OEM") and which purchase order or other agreement is referenced to herein as "OEM ORDER" or "O.E."). Where applicable, the terms and conditions of such purchase orders or other agreements shall be incorporated into this Order and shall be deemed part of this Order. In the event of any conflict among the terms and conditions of this Order and any CUSTOMER ORDER or C.O. or any OEM ORDER or O.E., the more stringent terms and conditions shall prevail and, in the event of any such conflict among the terms and conditions of this Order and any CUSTOMER ORDER or C.O. or any OEM ORDER or O.E., the more stringent terms and conditions of this Order shall prevail unless otherwise agreed in writing by Buyer. Buyer has the right to make changes in this Order or the terms and conditions upon notice to Seller, and in the event of any such change, this Order shall be deemed amended. Buyer may cancel any change if Seller does not agree in writing within thirty (30) days of Buyer's written notice of change to Seller.

3. LABELING, PACKING AND SHIPMENT: All Goods are to be suitably packed for shipment and must be labeled, packed and shipped in accordance with Buyer's specifications. Seller shall not charge Buyer for labeling, packing, boxing or crating except as stated elsewhere in this Order. Material, packs, or boxes are to be labeled with lot and order numbers. Address as to Buyer's Factor. Shipment of Goods and Services must be made to the Buyer's location. Any other location for delivery to Buyer is to be at Seller's expense. No charge shall be made for insurance, storage, parking or detection except as stated in this Order.

4. TITLE AND RISK OF LOSS: Title to the Goods and the risk of loss shall pass to Buyer from the time when Buyer accepts delivery of the Goods. Seller shall be responsible for loss or damage of the Goods when delivered to Buyer at Buyer's location or at the point of delivery. Seller shall maintain all insurance on the Goods and shall be responsible for all delivered Goods until and including the time of receipt by Buyer. Buyer's failure to exercise due diligence in the performance of the agreed-upon tests and inspections does not relieve Seller of any of its duties or responsibilities under this Order. Seller's warranty and other representations shall not be deemed to have been limited, reduced or voided by Buyer's failure to perform such tests and inspections. Seller shall immediately deliver all items and special tooling to Buyer and, if Buyer so requests, grant Buyer access to Seller's premises for the purpose of moving items and special tooling. Upon completion or termination of this Order, all items shall be retained by Seller at its expense, until disposition by Buyer.

5. DELAYS IN DELIVERY OR ACCEPTANCE: In the event of any delay or default occasioned by Buyer's failure to perform its obligations hereunder, Seller shall not be liable for any such delay or default occasioned by Buyer's failure to perform its obligations hereunder. Seller shall promptly replace or correct the same at Seller's own expense. In no event shall Seller be liable for consequential or special damages resulting from any delay or default occasioned by Buyer's failure to perform its obligations hereunder. Seller shall promptly replace or correct the same at Seller's own expense. In no event shall Seller be liable for consequential or special damages resulting from any delay or default occasioned by Buyer's failure to perform its obligations hereunder.

6. WAIVER: No modification of this Order, or waiver of or addition to, any of this Order's terms and conditions, shall be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.

7. WARRANTIES REGARDING GOODS AND SERVICES: Seller expressly warrants that all Goods and services, including but not limited to all tools, dies, jigs, fixtures, patterns, machinery, and equipment, obtained by Buyer for the performance of this Order and/or to be used in connection with this Order, shall be delivered in accordance with all drawings, specifications, and other descriptions furnished by Buyer and shall meet the performance and quality standards stated in this Order.

8. INDEMNITY: If any Goods or Services fail to meet the specifications set forth in this Order, all items shall be retained by Buyer until disposition by Buyer. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its performance of this Order and to require Seller to furnish such information to Buyer as Buyer may from time to time request, in order to verify the accuracy of any and all invoices charged to Buyer.

9. TORT OBLIGATIONS: (a) Seller shall, if Seller's representatives, employees or agents enter upon the premises owned or controlled by Buyer, or any premises as directed by Buyer, in connection with the performance of this Order, be subject to all applicable government regulations and acts, including but not limited to all OSHA, safety and health acts, or rules or regulations promulgated thereunder, and shall comply with all such acts, rules or regulations as same may be in effect during the term of this Order. (b) All Buyer's representatives, employees, agents or contractors, while engaged in such performance, shall not be considered employees of Buyer.

10. PRICE WARRANTY: Seller warrants that the prices for Goods and Services are and shall remain not less favorable to Buyer than the prices for goods and services of substantially similar or substantially equal to the Goods and Services during the term of this Order. Seller shall reduce the prices of the Goods and Services corresponding.

11. WARRANTIES AND REMEDIES: Seller warrants that the Goods or Services, including but not limited to all tools, dies, jigs, fixtures, patterns, machinery, and equipment, that Buyer has purchased from Seller for or in connection with the performance of this Order, shall be delivered in accordance with all drawings, specifications, and other descriptions furnished by Buyer and shall meet the performance and quality standards stated in this Order.

12. PRICE WARRANTY: Seller warrants that the prices for Goods and Services are and shall remain not less favorable to Buyer than the prices for goods and services of substantially similar or substantially equal to the Goods and Services during the term of this Order. Seller shall reduce the prices of the Goods and Services corresponding.

13. WARRANTIES REGARDING GOODS AND SERVICES: Seller expressly warrants that all Goods and services, including but not limited to all tools, dies, jigs, fixtures, patterns, machinery, and equipment, obtained by Buyer for the performance of this Order and/or to be used in connection with this Order, shall be delivered in accordance with all drawings, specifications, and other descriptions furnished by Buyer and shall meet the performance and quality standards stated in this Order.

14. INDEMNITY: If any Goods or Services fail to meet the specifications set forth in this Order, all items shall be retained by Buyer until disposition by Buyer. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its performance of this Order and to require Seller to furnish such information to Buyer as Buyer may from time to time request, in order to verify the accuracy of any and all invoices charged to Buyer.

15. TORT OBLIGATIONS: If any Goods or Services fail to meet the specifications set forth in this Order, all items shall be retained by Buyer until disposition by Buyer. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its performance of this Order and to require Seller to furnish such information to Buyer as Buyer may from time to time request, in order to verify the accuracy of any and all invoices charged to Buyer.

16. PRICE WARRANTY: Seller warrants that the prices for Goods and Services are and shall remain not less favorable to Buyer than the prices for goods and services of substantially similar or substantially equal to the Goods and Services during the term of this Order. Seller shall reduce the prices of the Goods and Services corresponding.

17. WARRANTIES AND REMEDIES: Seller warrants that the Goods or Services, including but not limited to all tools, dies, jigs, fixtures, patterns, machinery, and equipment, that Buyer has purchased from Seller for or in connection with the performance of this Order, shall be delivered in accordance with all drawings, specifications, and other descriptions furnished by Buyer and shall meet the performance and quality standards stated in this Order.

18. INDEMNITY: If any Goods or Services fail to meet the specifications set forth in this Order, all items shall be retained by Buyer until disposition by Buyer. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its performance of this Order and to require Seller to furnish such information to Buyer as Buyer may from time to time request, in order to verify the accuracy of any and all invoices charged to Buyer.

19. TORT OBLIGATIONS: If any Goods or Services fail to meet the specifications set forth in this Order, all items shall be retained by Buyer until disposition by Buyer. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its performance of this Order and to require Seller to furnish such information to Buyer as Buyer may from time to time request, in order to verify the accuracy of any and all invoices charged to Buyer.

20. PRICE WARRANTY: Seller warrants that the prices for Goods and Services are and shall remain not less favorable to Buyer than the prices for goods and services of substantially similar or substantially equal to the Goods and Services during the term of this Order. Seller shall reduce the prices of the Goods and Services corresponding.

21. WARRANTIES AND REMEDIES: Seller warrants that the Goods or Services, including but not limited to all tools, dies, jigs, fixtures, patterns, machinery, and equipment, that Buyer has purchased from Seller for or in connection with the performance of this Order, shall be delivered in accordance with all drawings, specifications, and other descriptions furnished by Buyer and shall meet the performance and quality standards stated in this Order.

22. INDEMNITY: If any Goods or Services fail to meet the specifications set forth in this Order, all items shall be retained by Buyer until disposition by Buyer. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its performance of this Order and to require Seller to furnish such information to Buyer as Buyer may from time to time request, in order to verify the accuracy of any and all invoices charged to Buyer.

23. TORT OBLIGATIONS: If any Goods or Services fail to meet the specifications set forth in this Order, all items shall be retained by Buyer until disposition by Buyer. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its performance of this Order and to require Seller to furnish such information to Buyer as Buyer may from time to time request, in order to verify the accuracy of any and all invoices charged to Buyer.