ACCEPTANCE - Seller, by accepting this order, agrees that it is fully empowered to Buyer to furnish goods and/or services supplied herein, in accord with these purchase/order standard terms and conditions. No changes or modifications to these terms and conditions will be effective unless in writing and signed by Buyer and accepted by Buyer. Buyer reserves the right to make changes in the quantities, printed or otherwise at variance with this order, that may appear on any acknowledgment form used by Seller, such provisions being hereby expressly rejected. Delivery will constitute acceptance on Buyer's conditions only.

PRICE - Unless otherwise specified, the price includes all charges and expenses of Seller, such as packing, boxing, cartage and any and all applicable taxes of Federal, State or Local Government, including, but not limited to, duty, excise tax, sales and use and occupational tax, processing tax and manufacturing tax. Seller agrees to accept in lieu of any tax that may be included in this order, a tax exemption certificate or other evidence acceptable to the Federal, State or Local Government and to reduce the price stated herein by the amount of such exempt tax. Any discount terms provided herein, will date from the date of delivery at destination or the date of receipt of invoices or date of settlement of disputes or claims, whichever is later.

WAIVER OF LIENS - Seller for itself and all persons or corporations doing labor or furnishing materials for Seller in and about the erection and construction of any goods covered herein, hereby expressly waives any and all rights to a lien or to enforce any or all charges or liens upon or against the property or material furnished in connection with the work or services rendered. Seller agrees that Buyer is hereby granted and to have and be held in good faith and in accordance with any law or other contract, to the extent that such other information is not disclosed by inspection or analysis of the goods covered by this order.

CONFLICT MINERALS - Buyer shall have the right to require a reasonable diligence by Seller in the event of any known or alleged human rights abuses, violations of child labor, or severe slavery and forced labor, including, without limitation, those covered by the Conflict Minerals Reporting Act of 2010. Seller shall further obtain and covenants to disclose this provision to all persons or corporations doing labor or furnishing materials before any labor or any material is furnished or before any other sub-contract is made by Seller.

PRICE WARRANTY - The prices indicated on this order are firm and no change or adjustment will be allowed unless authorized in writing by Buyer. Seller represents that the price set forth in this order does not exceed the current selling price for similar materials having the same or comparable, in quality, like quantity. In the event of such excess price, or in the event prices charged hereunder will exceed prices permitted by any applicable law or regulation or is reduced between the time of order and delivery, Seller agrees to forthwith refund any excess price to Buyer.

DELIVERY - Deliveries of goods are to be made both in quantities and at times specified on the face hereof, or on release schedules furnished against the order. Buyer reserves the right to cancel this order and refuse delivery of good and return same at Seller's risk and expense if Seller defaults in the manner and time of delivery or in the rate of shipment. In addition, Buyer may reject any shipments made in advance of the time specified on the face hereof, and all quantities delivered in advance of the time specified on the face hereof at Buyer's cost plus any applicable transportation charges. Seller shall have no right to return to Buyer any goods rejected by Buyer on account of shortage or overage of order quantity. All costs incurred by Buyer as a result of Seller's failure to make delivery at the time and place specified will be charged to Seller. Where installation is required by Seller, Seller will engineer, furnish and install all materials included or reasonably implied by this order or any specification incorporated herein, and delivery will not be considered complete until Buyer has given its final acceptance.

QUALITY VARIATIONS - There will be no variations from the stated order quantity.

LAW/REGULATIONS - Seller represents that the goods and/or services covered by this order are produced, in the case of goods, sold and delivered in accordance with all applicable Federal, State and local laws, rules and regulations, including but not limited to any requirements of the Occupational Safety and Health Act of 1970 and Equal Employment Opportunities Act of 1972 and, in each case, related rules and regulations, as well as any governmental regulation or order referencing maximum or minimum prices.

WARRANTY - Seller warrants that all goods will conform to the specifications, drawings, samples or other descriptions furnished or adopted by Buyer, will be of good material and workmanship, will be new (unless otherwise specifically agreed in writing by Buyer), will be free from defects, will not infringe on the rights of any third party and are suitable for the use intended by Buyer. All goods ordered are subject to final inspection and approval at Buyer's plant or elsewhere. In the event of any failure to conform to specifications, drawings, samples or other descriptions hereunder, Buyer reserves the right to reject the same at any time, and in the event said rejected goods have been paid for by Buyer, they may be returned and charged back to Seller, in which event Seller will allow a credit to pay the charge back, including Buyer's inspection and handling expenses and transportation both ways. Goods are not to be returned except on written instructions from Buyer. Seller agrees that Buyer will be a waiver of Buyer's right to cancel or return any or all parts thereof because of failure to conform to order or by reason of defects, latent or patent, or other breach of warranties, or to make any claim for damages, including manufacturing costs and loss of profits or other special damages occasioned by Buyer. Such rights will be in addition to any other remedies provided by law or in this order. Where goods that are already installed are rejected by Buyer, Seller will immediately remove the same with or without warranty and at Seller's expense and at Seller's risk and expense from the property of Buyer.

INSURANCE - In the event this contract covers work to be performed on the premises of Buyer or one of its affiliates or offices to be rented by Buyer, Seller will maintain and provide evidence of the following insurance policies (i) statutory workers' compensation coverage in accordance with the laws of the state in which the work is performed, including employer's liability coverage with a limit of $1,000,000 per accident, each employee, each employer's liability coverage with a limit of $1,000,000 for each occurrence, buyers equipment and supplies with a limit of $1,000,000 per occurrence, each employee, each premises, operations, independent contractors, products, completed operations, personal and advertising injury and contractor's liability insurance with a limit of $5,000,000 per occurrence and in the aggregate and (iii) automobile liability coverage, including coverage for owned, non-owned and hired autos with a limit of $2,000,000 per accident, all insurance policies will include adequate coverage for the partial or total destruction of materials, labor and property, in addition to the liability coverage above, will be in excess of the coverage maintained by Seller. If Seller shall fail to make good any defect in materials or workmanship, all security deposits, advance payments, or payment for work already completed, will be held by Buyer until the work is completed and accepted.

DEFAULT - If Seller should (i) be in default of any provision of this contract, and such default is not cured within seven days after receipt of notice from Buyer of said default, (ii) be adjudged bankrupt, or if it makes a general assignment for the benefit of creditors, (iii) fail to supply the materials and/or services that are the subject of the contract, or enough properly skilled workmen or proper materials deliver said materials and/or services or (iv) fail to make prompt payment to its subcontractors or material men, then Buyer in each case may prejudice to any other right or remedy and after giving Seller, seven days written notice terminate the engagement of Seller and, in the case of services, take possession of the premises and (v) all material and equipment thereon, the work will then be done by Buyer or such other party as Buyer may elect, and at the expense of Seller. If the unpaid balance of the contract price will exceed the expense of finishing the work, the excess will be paid to Seller. If the expense will exceed the unpaid balance, Seller will pay the difference to Buyer.

BUYER'S PROPERTY - Buyer will retain title to any designs, sketches, drawings, blueprints, patterns, models, tools, dies, jigs, moulds, special appliances and materials (together, “Materials”) furnished or paid for by Buyer in connection with this order, and Materials will be in Buyer's risk and will be replaced by Seller if lost, damaged or destroyed. Materials will be maintained in good condition at Seller's expense (ordinary wear and tear excepted) and kept insured by Seller with loss payable to Buyer. Facilities used by Seller for this purpose will be used for the purpose for which constructed and all materials furnished will remain the property of Buyer. Where installation is required, all materials furnished will be delivered in accordance with Buyer's instructions and Buyer will have and will be held free and clear of any and all claims, suits, actions or proceedings whatsoever, of any sort or nature, whether actual or potential, by reason of property rights, in, on or to any property furnished or delivered by Buyer.

INSURANCE REQUIREMENTS - Buyer in the performance of this contract will be required to have insurance and maintain insurance as may be required by the Federal, State and local government and to reduce the price stated herein by the amount of such exempt tax. Any discount terms provided herein, will date from the date of delivery at destination or the date of receipt of invoices or date of settlement of disputes or claims, whichever is later.

ACCEPTANCE - Buyer, by accepting this order, agrees that it is fully empowered to Buyer to furnish goods and/or services supplied herein, in accord with these purchase/order standard terms and conditions. No changes or modifications to these terms and conditions will be effective unless in writing and signed by Buyer and accepted by Buyer. Buyer reserves the right to make changes in the quantities, printed or otherwise at variance with this order, that may appear on any acknowledgment form used by Seller, such provisions being hereby expressly rejected. Delivery will constitute acceptance on Buyer's conditions only.

PRICE - Unless otherwise specified, the price includes all charges and expenses of Seller, such as packing, boxing, cartage and any and all applicable taxes of Federal, State or Local Government, including, but not limited to, duty, excise tax, sales and use and occupational tax, processing tax and manufacturing tax. Seller agrees to accept in lieu of any tax that may be included in this order, a tax exemption certificate or other evidence acceptable to the Federal, State or Local Government and to reduce the price stated herein by the amount of such exempt tax. Any discount terms provided herein, will date from the date of delivery at destination or the date of receipt of invoices or date of settlement of disputes or claims, whichever is later.

INDEMNITY - Seller agrees (1) to indemnify and hold harmless Buyer, its directors, officers, employees, agents, successors, assigns, customers, users and those for whom it acts as agent (together, the “Indemnified Parties”), from all loss, damage or liability arising out of any alleged or actual breach of any representation, warranty or covenant made by Seller in any contract which failure to conform to specifications, drawings, samples or other descriptions hereunder, Buyer reserves the right to reject the same at any time, and in the event said rejected goods have been paid for by Buyer, they may be returned and charged back to Seller, in which event Seller will allow a credit to pay the charge back, including Buyer’s inspection and handling expenses and transportation both ways. Goods are not to be returned except on written instructions from Buyer. Seller agrees that Buyer will be a waiver of Buyer’s right to cancel or return any or all parts thereof because of failure to conform to order or by reason of defects, latent or patent, or other breach of warranties, or to make any claim for damages, including manufacturing costs and loss of profits or other special damages occasioned by Buyer. Such rights will be in addition to any other remedies provided by law or in this order. Where goods that are already installed are rejected by Buyer, Seller will immediately remove the same with or without warranty and at Seller’s expense and at Seller’s risk and expense from the property of Buyer.

ASSIGNMENTS AND SUBCONTRACTS - This order will not be assigned or transferred without written consent of Buyer. Seller agrees that it will not subcontract the furnishing of any of the completed or substantially completed articles required by this order without approval of Buyer. No assignment of monies due to or become due hereunder will be binding upon Buyer until its written consent thereto is obtained.

FORCE MAJEURE - This order is subject to modification or cancellation by Buyer in event of fire, act of God, public enemy, earthquake, floods, strikes, labor troubles or other cause beyond Buyer’s reasonable control. Changes - Buyer may at any time by written change order, make changes in the drawings, designs or specifications, applicable to the supplies or services covered by this purchase order. If any such change affects the cost of manufacturing such supplies or the cost of furnishing such services an equitable adjustment will be made promptly in the purchase price or prices by agreement of the parties. Changes in cost must be brought to the attention of Buyer by written notice within 7 days of the request for change. No change will be made without prior written approval of Buyer.

APPLICABLE LAW - These terms will be governed by and construed in accordance with the laws of the State of New Hampshire (without giving effect to conflict of law principles) as to all matters. It parties irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of New Hampshire.