

TERMS AND CONDITIONS OF PURCHASE

This order is subject to the following terms and conditions as well as those appearing on the face of order.

1. ACCEPTANCE - This purchase order constitutes an offer by Buyer to Seller upon the terms and conditions stated herein and in the body of the order. Acknowledgement copy must be returned to the attention of the Purchasing Department immediately.
2. DELIVERY - Time and rate of deliveries are of the essence in this order. Buyer reserves the right to cancel the order and reject the goods upon default by Seller in time or rate of delivery, or Buyer at its option may approve in writing a revised delivery schedule. Unless otherwise in writing by Buyer, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule. Goods shipped to Buyer in advance of delivery schedule may be rejected or returned to seller at Seller's expense.
3. SHIPPING INSTRUCTIONS - Unless specified above, ship U.P.S Collect.
4. REJECTIONS - If any of the goods are found at any time to be defective in material or workmanship (including goods damaged because of unsatisfactory packaging by Seller), or otherwise not in conformity with the requirements of the order, including drawings and specifications and approved sample, if any, Buyer, in addition to any other rights which may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense and to receive full credit for any such rejected goods or upon written request, to require replacement of any such rejected goods without additional cost to Buyer.
5. BUYER'S PROPERTY - Unless otherwise agreed to in writing, all tools, gauges, designs, artwork, sketches, drawings, blueprints, patterns, dyes, engineering data, or other technical or proprietary information, and other equipment or material of every description furnished to Seller by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall remain the property of the Buyer, and shall be returned to Buyer upon completion of order unless otherwise specified.
6. CHANGES - Buyer shall have the right to make changes in the order by notice in writing to the Seller. If such changes cause an increase or decrease in the amount due under the order or in the time required for its performance, an equitable adjustment shall be made and the order shall be modified in writing accordingly. Nothing contained in this clause shall relieve the Seller from proceeding without delay in the performance of this order as changed, however, not until approval of additional charges are received.
7. ASSIGNMENT - No part of this order may be assigned without Buyer's written consent.
8. PATENTS - Seller agrees to defend and hold harmless Buyer, its successors, assigns, customers, the user of its products, from all loss, or damage by reasons of any and all actions or proceedings charging infringement of any patent, trademark or copyright by reason of sale or use of any goods furnished hereunder except goods for which Buyer furnishes complete specifications.
9. WARRANTIES - By accepting this offer, Seller warrants that all items delivered under this order will be free from defects in material and workmanship (including damage due to unsatisfactory packaging by Seller), that all items delivered shall be strictly in accordance with Buyer's specifications, drawings and approved sample, if any, and to the extent such items are not manufactured pursuant to detailed designs furnished by Buyer, that all items will be free from defects in design and suitable for the intended purposes. The warranties of the Seller shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance and payment, and shall run to Buyer, its successors, assigns, customers and the user of its products.
10. RENEGOTIATION - To the extent required by law, this Purchase Order is subject to the provisions required by Section 104 of the Renegotiation Act of 1951 as amended, or other applicable renegotiation acts.
11. DEFAULTS-BANKRUPTCY-CANCELLATION - Buyer may cancel this order in whole or in part by written or telegraphic notice- (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or a receiver or liquidator for Seller is appointed or applied for, or if Seller admits in writing its inability to pay its debts as they become due, or (b) if any proceeding under any applicable Federal or State bankruptcy or insolvency law is brought by or against Seller, or (c) if, at any time Seller should default in performance or shall so fail to make progress in the work as to endanger performance hereunder. After receipt of notice of any such termination, Buyer at its option may require the Seller to transfer title and delivery to Buyer any satisfactorily completed work and such work in process as the Seller has specifically produced or specifically acquired for the performance of such part of the order as has been cancelled. Upon any such cancellation pursuant to this clause, if the cost of completion of the order is in excess of the contract price, then Seller shall be liable for such excess. However, except with respect to default of subcontractors, the Seller shall not be liable for excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Seller. If the failure to perform is caused by the default of the subcontractor and if such default arises out of causes beyond the control of both the Seller and its subcontractors, and without the fault or negligence of either of them, the Seller shall not be liable for any excess costs for failure to perform unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to comply with the order. The term [causes beyond the control] as used herein may include but is not restricted to acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor and subcontractor, as the case may be. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
12. USE OF DESIGNS, DATA, ETC - Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer and use such items only in the production of items under this order or other orders from Buyer and not otherwise, unless Buyer's written consent is first obtained. Upon

completion or termination of this order, or sooner if requested by Buyer, Seller shall return all such items to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

13. LABOR LAWS - All goods shall be produced and services rendered under conditions which meet the applicable requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12 (a) thereof, as amended, and all applicable Federal, State and municipal laws and regulations governing wages, hours and conditions of labor. Seller shall insert a certificate on all invoices submitted in connection with this order stating that the goods or services were produced or rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12 (a) thereof, as amended. If the order is for more than \$10,000 and is otherwise subject to the Walsh-Healy Act (41 U.S. Code 35-45) the representations and stipulations required by the Act and regulations issued thereunder by the Secretary of Labor to be included in all contracts therein specified are incorporated herein by reference.
14. The Equal Opportunity Clause section 202 paragraphs 1 through 7 of Executive Order 11246, as amended, 38 USC 2012 of the Vietnam Era Readjustment Assistance Act of 1974 and section 503 of the Rehabilitation Act 1973 relative to Equal Employment Opportunity and Implementing rules of the Office of Federal Contract Compliance Programs are incorporated herein specific reference.
15. NON-DISCRIMINATION IN EMPLOYMENT - In performing the work required under this order, Seller will comply with all requirements set forth in Executive Order 10925 with respect to non-discrimination in employment, Section 301 of Executive Order 10925; dated March 9, 1961 is herewith incorporated by reference in this Order.
16. COMPLIANCE WITH OTHER LAWS - Seller will comply with all Federal, State and Municipal laws, rules and regulations that may be applicable to this order.
17. MODIFICATION OF AGREEMENT - This order contains all the agreements and conditions of these transactions and no agreement or other understanding in any way modifying the conditions hereof will be binding upon Buyer unless made in writing as a change of purchase order and signed by Buyer.
18. CONTINGENCIES - Buyer reserves the right at its option and without liability either to direct suspension of shipments of materials covered by this order or to cancel this order, in whole or in part at any time where such suspension or cancellation is caused by Government order or other requirements, embargoes, acts of civil or military authorities, acts of the public enemy, inability to secure transportation facilities, strikes, differences with workman, accidents at plant of Buyer or Defense Materials System Priority Regulations or other law or order or regulation or other contingencies beyond the control of Buyer.
19. NO WAIVER OF CONDITIONS - Failure of Buyer to insist upon strict performance of any of the terms and conditions of this order shall not constitute a waiver of such terms and conditions of a waiver of any default.
20. ALL FEDERAL AFFIRMATIVE ACTION CLAUSES ARE INCLUDED BY REFERENCE.
21. If seller changes or alters the specifications, manufacturing location or manufacturing process for any part, the seller must notify the buyer in writing of such changes. Both parties must agree to the changes before it is implemented.
22. ENVIRONMENTAL POLICY – Upon acceptance of this purchase order, Supplier acknowledges reading Spellman High Voltage's Environmental Policy located on our website, <http://www.spellmanhv.com/en/About/Environmental.aspx>
23. Spellman must be notified about any changes made to product purchased where those changes effect the form, fit and function of the part. A Product Change Notice (PCN) is an acceptable form of notification.
24. ADDITIONAL TERMS AND CONDITIONS OF PURCHASE: Additional terms and conditions of purchase (Attachment 5) can be found at Spellman HV website located at <https://www.spellmanhv.com/en/About/Purchasing>