

TERMS AND CONDITIONS OF PURCHASE

1. **Definitions.** "Buyer" means SPS Technologies, Inc. "Seller" means the business entity to which this purchase order is addressed, including Seller's principal if Seller is acting as a broker or agent. "Order" means this purchase order, including all terms and conditions on the face and reverse side and all specifications, quality requirements and drawings referenced herein or issued hereunder. "Goods" means those parts, articles, materials, drawings, data, or other property or services that are the subject of this Order.
2. **Contract Formation.** If this Order is deemed to constitute acceptance of an offer, such acceptance is expressly conditioned on Seller's assent to the terms of this Order, and shipment of any part of the Goods or other commencement of performance will be deemed to constitute such assent. Any additional or different term in any offer or acknowledgement or any other form of communication by Seller are expressly rejected by Buyer and will not be deemed accepted by Buyer unless Buyer's acceptance thereof is in writing and specifically refers to each such additional or conflicting term.
3. **Invoicing; Payment.** A separate original invoice is required for each shipment under this Order. Buyer will pay for the Goods within 75 days after the later of the date of Buyer's receipt of the applicable invoice or the date that acceptable Goods are received by Buyer (but not earlier than the specified delivery date).
4. **Order Changes.** Buyer may at any time, by written notice to Seller, make changes in the drawings, specifications, quantities, delivery schedules and shipping instructions under this Order. If any such change increases or decreases the cost of performing or the time required for performance of this Order, an equitable adjustment in prices and/or schedules will be considered by Buyer, provided that any claim by Seller for such adjustment is presented in writing with supporting documentation to Buyer within 10 business days from the date of Buyer's notice to Seller. No changes whatsoever will be initiated by Seller without Buyer's written approval.
5. **Taxes.** Prices stated include all taxes directly applicable to the Goods unless otherwise specified. Notwithstanding the foregoing, Buyer will only be liable for such federal, state and local taxes that Seller is required by law to collect from Buyer.
6. **Packing and Crating Goods for Delivery.** All Goods will be suitably prepared for shipment to secure the lowest transportation rates (unless a premium method is specified on the face hereof) and comply with all carrier regulations. No charges are allowed for packing, crating, freight express or cartage unless authorized by Buyer in writing.
7. **Routing, Risk of Loss, Excess Shipments and Delays.** (a) Time is of the essence in the performance of this Order by Seller, and Seller will take all necessary action, both normal and extraordinary, to ensure timely deliveries. (b) Buyer may select mode of transportation, routing of and carrier for the Goods. Seller will be liable for excess transportation costs resulting from deviation from Buyer's instructions or promised delivery dates. (c) Title and risk of loss to Goods will pass to Buyer at Buyer's dock. (d) Buyer's weight and count are conclusive, and Buyer will have no liability for payment for Goods delivered in excess of the quantity ordered. Excess Goods may be returned to Seller at Seller's expense. (e) If, prior to time for delivery of the Goods, Seller has reason to believe it will be unable to meet its delivery schedule, Seller will immediately notify Buyer in writing, will indicate the cause of delay, and will use its best efforts to cure the anticipated delay. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay, Buyer may (i) direct expedited routing of Goods, with excess costs paid by Seller, or (ii) cancel the Order and purchase substitute Goods elsewhere, with resulting excess costs and expenses paid by Seller.
8. **Inspection of Goods; Rejection of Goods and Revocation of Acceptance.** Buyer will have the right but not the obligation to inspect the Goods before paying for or accepting them. Buyer's action in paying for or accepting any Goods will not constitute a waiver of any of Buyer's rights or remedies, including Buyer's right to revoke acceptance and return any part of the Goods or Buyer's right to make a claim for damages because of the failure of the Goods to conform to this Order. For all non-conforming Goods, Seller will provide Buyer, at Buyer's election, a full refund or replacement of the Goods, at Seller's risk and expense, including transportation costs both ways. Buyer may, at its option, purchase substitute Goods in lieu of non-conforming Goods, and Seller will be liable for the difference in costs, less expenses saved by Buyer. Buyer's rights herein will be in addition to all other rights of Buyer under applicable law.
9. **Quality; Warranties.** Seller warrants that all Goods delivered will strictly conform to the Order and all applicable specifications, quality documents and drawings, will be of good design, material, and workmanship, will be free of defects, will be merchantable and fit for their intended purpose, and will meet all applicable industrial and governmental standards. Seller further warrants that Seller will have title to, and the right to sell, such Goods at the time of delivery, and that all such Goods will be new (unless otherwise specified in this Order) at the time of delivery. Seller will also transfer to Buyer the warranties on goods and services incorporated into the Goods. All warranties will survive any inspections, delivery, acceptance or payment by Buyer, and will run to Buyer, its successors, assigns and customers, and all users of Goods. Seller will repair or replace, without cost to Buyer, all defective or nonconforming Goods, and will pay for all other resulting damage, loss or claims arising out of defective or nonconforming Goods. Seller's warranties with respect to repaired or replaced Goods will be the same as the warranties given with respect to original Goods. No approval of Seller's designs, drawings, samples, test results, procedures, processes, schedules or other items by Buyer under this Order will in any way limit or diminish Seller's warranties hereunder.
10. **Indemnification.** Seller agrees to defend, indemnify and hold Buyer, including its officers, directors, employees, parent, subsidiaries, affiliates and agents (collectively, the "Indemnified Party"), harmless of and from any claim, loss, cost (including attorneys' fees), damage, settlement or judgment arising out of the Goods or work performed under this Order, or to the presence of Seller's employees, agents or subcontractors on the Indemnified Party's premises. This duty to defend, indemnify and hold harmless extends to any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory, and also extends not only to third-party claims, but also to any claims by the Indemnified Party. Buyer is entitled to control Seller's defense of Buyer hereunder.
11. **Insurance.** Seller will furnish to Buyer a certificate of insurance showing that Seller has obtained insurance coverage in the following minimum amounts (or such higher minimum amounts as Buyer may, in its sole discretion, specify in writing): (a) Worker's Compensation - statutory limits for the state or states in which the work is to be performed; (b) Employer's Liability - \$1,000,000; (c) Commercial General Liability - \$1,000,000, combined single limit per occurrence including Premises and Operations, Independent Contractors, Contractual Liability and Products and Completed Operations coverages; and (d) Automobile Liability (including owned, hired and non-owned vehicles) - \$1,000,000, combined single limit per occurrence. Such certificate will set forth the insurance company, amount of coverage, the policy numbers, and date of expiration, and will include a thirty-day notice of cancellation to Buyer clause. Buyer must be named as an additional insured party under each of these policies, with the exception of the policy covering worker's compensation liability. Such insurance coverage must be maintained by Seller at all times while it is performing work under this Order. Compliance by Seller with these insurance requirements does not affect Seller's indemnification or other liabilities under this Order.
12. **Work on Site.** Where the Order requires Seller to undertake any work on Buyer's premises, Seller will ensure that its employees and subcontractors will comply with Buyer's work site conditions, copies of which are available on request.
13. **Tooling.** Buyer may at any time reimburse Seller for the cost of any tooling and fixturing used in the manufacture of the Goods hereunder, and upon such reimbursement, Buyer will become the owner and be entitled to immediate possession of such tooling and fixturing. Buyer will also be the owner of any tooling and fixturing included separately in the price paid by Buyer. Seller will, to the extent feasible, identify such tooling and fixturing as Buyer directs and will, when this Order has been completed, dispose of such tooling and fixturing only in accordance with Buyer's written instructions. Seller assumes complete liability for any Buyer-owned or Buyer-furnished tooling and fixturing, and Seller agrees to pay for all repair, maintenance and replacement of such tooling and fixturing.
14. **Buyer's Property; Confidentiality.** Buyer retains title and ownership of all information, materials and intellectual property furnished to Seller in connection with performance of this Order, and the same will be: (i) treated as Buyer's confidential information, segregated from Seller's property, and individually marked and identified as Buyer's property; (ii) used by Seller exclusively for the purpose of completing this Order; and (iii) returned to Buyer at Buyer's direction or upon completion, termination, or cancellation of this Order, along with all copies or reproductions, unless otherwise agreed in writing by Buyer.
15. **Intellectual Property Protection.** Seller represents and warrants that the Goods, and any material, design or any other works or information provided by or on behalf of Seller, including the use thereof, do not infringe any third party's intellectual property rights, and that Seller will defend, indemnify and hold Buyer and Buyer's customers harmless from and against all claims and liabilities based on alleged or actual infringement thereof. In case of infringement, Buyer, at its option, may require Seller (i) to procure at Seller's expense the necessary rights, (ii) to modify or replace the Goods or parts thereof such that they no longer infringe, or (iii) to refund the purchase price, with interest, upon Buyer's return of the infringing Goods.
16. **Cancellation.** This Order may be cancelled by Buyer, in whole or in part, at any time and for any reason, and at Buyer's convenience, by oral notification followed by written confirmation to Seller. Seller will immediately cease performance under the Order upon receipt of notification of cancellation (unless otherwise specified by Buyer). Buyer agrees to consider reasonable reimbursement to Seller for finished Goods and work in process upon Seller's submission of supporting documentation within 30 days of cancellation. Any reimbursement to Seller must be mutually agreed upon. In no event will Buyer be responsible for any loss of profit or for payment for any work that is or may be rejected upon inspection or does not conform to Buyer's specifications or purchase order requirements.
17. **End of Life.** In the event Seller intends to replace or discontinue the manufacture of any Goods, Seller will give Buyer at least six (6) months prior written notice and accept additional Orders for such Goods until the end of the six-month notice period. Seller may not discontinue manufacture of any Goods until all outstanding Orders for such Goods have been filled.
18. **Gratuities, Bribes and Other Payments.** Seller warrants that neither it nor its employees, agents or representatives have offered or given any gratuities, gifts, bribes, kickbacks, entertainment or anything else of value to Buyer, its employees, agents or representatives to influence anyone for the purpose of securing this Order, or obtaining or retaining any business, or securing any favorable treatment with respect thereto.
19. **Compliance with Laws; U.S. Export Controls.** In performing work under this Order, Seller and its subcontractors will comply with all applicable federal, state and local laws, and the rules and regulations of any governmental authority. This includes strict compliance with all applicable export control laws and regulations of the United States and all applicable trade regulations under U.S., foreign or other relevant jurisdictions. Buyer reserves the right to cancel any Order without penalty or liability to Buyer in the event Seller's performance under this Order does not comply with such laws, rules and regulations. Seller will defend, indemnify and hold Buyer harmless for any non-compliance by Seller or its subcontractors.
20. **Mandatory Flow Downs; Government Contracts.** Seller and its subcontractors will comply with all mandatory flow-down clauses, whether pursuant to a U.S. government contract or otherwise, applicable to Buyer for Goods that are the subject of this Order. If this Order is a subcontract under a government contract, Seller agrees that all terms and conditions required by law thereto, including, by way of illustration and not limitation, the pertinent provisions of the Federal Acquisition Regulations and the Department of Defense Supplement, are incorporated herein and are deemed to be part hereof. Buyer and Seller hereby incorporate the requirements of 41 C.F.R. 60-1.4 (a)(7) 60-250.5 and 60-741.5, if applicable.
21. **Assignment; Subcontracting.** Seller may not assign its rights or obligations under this Order, either voluntarily or by operation of law, without the prior written consent of Buyer. Seller may not subcontract any part of this Order without the prior written consent of Buyer. Any consent of Buyer will not relieve Seller of its contractual obligations under this Order.
22. **Applicable Law; Disputes; Arbitration.** The interpretation of this Order and the parties' rights and obligations hereto will be construed and governed by the laws enacted by the State of Pennsylvania, excluding its choice of law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods. The parties agree that in any effort to enforce the terms and obligations hereunder, the complaining party will notify the other party in writing of the alleged dispute, and the parties will then attempt in good faith to resolve the dispute through prompt discussion and meeting between representatives having decision-making authority regarding the dispute. Upon mutual agreement, the parties may engage a neutral mediator to facilitate resolution of the dispute. If the dispute is not resolved by the 30th day after written notice of the dispute was first made, either party may initiate mandatory binding arbitration, subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16, which will be the sole remedy for any claims seeking damages, whether for breach of contract, tort, or any other legal theory. Any such arbitration will be in place of any action in state or federal court, which rights the parties expressly waive. The arbitration will take place in Jenkintown, Pennsylvania before a single arbitrator affiliated with a commercial arbitration service that Buyer selects within 30 days of either party's demand for arbitration. Nothing herein, however, precludes Buyer from obtaining in any court of competent jurisdiction any injunctive or equitable relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause Buyer irreparable harm. Such injunctive and equitable relief may be sought prior to any mediation that would otherwise be required hereunder.
23. **Cumulative Remedies; Set-Off Rights.** All of Buyer's rights and remedies under this Order or at law are cumulative and non-exclusive. Payment to Seller under this Order is subject to set-off or recoupment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates.
24. **Limitation of Buyer's Liability.** Any liability of Buyer for any breach of any term or condition imposed upon it, whether such term or condition is contained in this Order or otherwise, will not exceed the purchase price for the Goods involved in the alleged breach. Buyer will not under any circumstance be liable for consequential or incidental damages.
25. **Order of Precedence.** The parties' relationship will be governed by the following documents, which will be interpreted and prevail in the following order of precedence: (i) any long-term agreement (LTA) between the parties, (ii) Buyer's general terms and conditions contained herein, (iii) any design or specification documents, and (iv) Seller's standard terms and conditions of sale.
26. **Entire Agreement.** This Order (and any LTA, if applicable) constitutes the entire agreement between the parties with respect to the subject matter herein and therein, and supersedes all previous proposals (both oral and written), negotiations, representations, commitments, writings and any other communications between the parties. No waiver, alteration, modification or addition to this Order will be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller. A waiver of any of the terms or conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed.