

1. Entire Agreement: Except as otherwise reflected in a contract regarding the subject matter hereof which has been signed by authorized representatives of Buyer and Seller, the terms and conditions which govern the sale of the goods by Delaware Valley Corporation are limited to the terms and conditions specified herein, and formation of any contract of sale is expressly made conditional on Buyer's consent to these terms, which constitute the sole, entire and exclusive agreement between Buyer and Seller in this transaction, and supercede all prior discussions, proposals, negotiations, representations and agreements. Seller objects to and rejects any additional, different or inconsistent terms in Buyer's purchase order or other documents from Buyer, and shipment pursuant to Buyer's orders containing additional, different or inconsistent terms. No conditions, understandings, or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing and signed by an authorized representative of each party. This contract is not assignable except with the written consent of Seller. No requirement stated herein that an item be in writing may be waived except by means of a written instrument issued by the party making the waiver. Due to the time critical nature of goods and services, the commencement of work on a Buyers P.O. does not constitute agreement to Buyers terms and conditions. It will be the responsibility of the Buyer to correct any disagreements Buyer may have with Delaware Valley's terms and conditions, which must be mutually agreed and accepted by Delaware Valley and Buyer as signified by a document signed by both parties, and therefore Buyers placement of a P.O. is prima facie evidence that they accept Delaware Valley's terms and conditions over all other terms and conditions.
2. Credit: Credit terms applicable to Buyer's purchases hereunder are net thirty (30) days from the date of Seller's invoice unless otherwise established from time to time by Seller and notified to Buyer. If at any time, in Seller's opinion, the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, or inadequate to meet Buyer's obligations hereunder, Seller may revise or withdraw any credit terms applicable to Buyer, and Seller may require cash or other satisfactory security before making further shipments to Buyer in addition to any other legal remedy. If Buyer fails to fulfill the applicable terms of payment, Seller may defer further delivery of goods hereunder or may, at its option, cancel all further deliveries of goods to Buyer. In the event Seller is required to commence collection action to recover unpaid invoices of goods sold and delivered, Seller shall be entitled to attorney's fees and costs of suit.
3. Taxes: Any tax or other governmental charge upon the sale and/or shipment of the goods herein specified now imposed by Federal, State, or Local authorities, or hereafter becoming affective within the life of this contract, shall be added to the price of goods shown on the face hereof and shall be paid by Buyer.
4. Delivery, Title, Demurrage: The goods will be delivered on or about the date specified on the order acknowledgment. Seller's obligation to deliver on time is expressly made subject to the force majeure clause set forth herein. Title to the goods shall be transferred to Buyer at the time risk of loss to the goods is transferred from Seller to Buyer or any third party. If goods are delivered in conveyances owned or arranged for by Seller, Seller may assess demurrage charges to Buyer for any delivery equipment detained for Buyer's convenience beyond the free time allowed, at a rate in effect on the date of shipment as established by Seller or carrier, as the case may be.
5. Weights and Yardage: Seller's weights (or Seller's measurements in case of goods sold by volume or yardage) taken at shipping points, as stated in the invoice, shall control unless proved to be in error. Seller shall not honor & Buyer hereby waives claims for short delivery unless the total quantity of goods invoiced exceeds the total quantity of goods shipped by more than two (2) percent.
6. Warranties: The Seller warrants that the goods furnished hereunder shall meet the Seller's written specifications applicable to goods as in effect on the date of shipment. NO OTHER WARRANTY WHETHER EXPRESS OR ARISING BY OPERATION OF LAW OR FROM ANY COURSE OF DEALING OR TRADE USAGE OR OTHERWISE IMPLIED (INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL EXIST in connection with sale, resale, or use of any of the Seller's goods. Seller shall in no event be liable for loss of profits or for special, incidental, punitive or consequential damages resulting from the delivery, non-delivery, sale, resale, or use of any Seller's goods whether or not claimed to be due to the Seller's negligence. Buyer assumes all risk whatsoever as to the result of the use of the goods purchased, whether used singly or in combination with other substances. If any model or sample was shown to Buyer, such was used merely to illustrate the general type and quality of the goods and not to represent or warrant that the goods would necessarily be of that type or nature. Buyer acknowledges and agrees that Seller's liability with respect to the goods shall be limited to replacement of goods in respect of which a claim is made or, at Seller's option, refund of an amount not to exceed the purchase price thereof. Claims hereunder must be made within sixty (60) days after delivery of the goods to Buyer (or, in case of non-delivery, within sixty (60) days after the date scheduled for delivery) and Seller must be given a reasonable opportunity to investigate each claim.
7. Indemnification: Buyer will indemnify Seller against all claims, loss, liability and expense (including but not limited to reasonable attorney fees) on account of any damage to property or injury or death of persons (including Buyer's employees) arising out of Buyer's unloading, storage, handling, use or disposal of the goods except for any portion of damages attribute to Seller's negligence. This indemnity obligation of buyer will survive the expiration, termination, or cancellation of this contract.

8. Force Majeure: In case performance of any terms or provisions hereof shall be delayed or prevented in whole or in part because of or related to compliance with any law, decree, request, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbance, strikes, lockouts, differences with workmen, fires, explosions, storms, floods, acts of God, accidents of navigation, breakdown, or failure of transportation, manufacturing, distribution, storage or processing facilities, failure of or interference with the manufacture, receiving, handling, delivery or consumption of the goods covered hereby, inability to obtain raw materials, fuel, power, labor, containers or transportation facilities, or commercial impracticability, or for any other reason (whether or not of the same class or kind as herein set forth) which is not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend deliveries or receipts during the period such cause continues, and no liability shall attach against either party's account thereof. In the event of force majeure affecting Buyer, Buyer shall apportion its purchase among its suppliers of all similar goods, including its own departments and affiliates on an equitable basis. In the event of a force majeure affecting Seller, Seller may apportion its available supply of such goods among its purchases, including its own department and divisions, on an equitable basis without incurring liability for failure to perform these conditions of sale. When the delivery of goods has been prevented or delayed by any of the above causes, the quantity affected shall be deducted from the amount required to be supplied hereunder, with no obligation to make up that quantity. It is the parties' expectation that Seller shall supply goods from its own production and Seller shall not be required to acquire by purchase or otherwise, additional quantities of similar goods from other suppliers, or otherwise supplement its available supply of goods. The provision of this paragraph shall not be available to either party, which fails to use reasonable diligence to remedy the situation and remove the cause in the adequate manner, and with all reasonable dispatch. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties. Notwithstanding the foregoing, Buyer shall not be relieved of the obligation to pay for goods, title to which has passed to Buyer.
9. Patents, Technical Information: Seller reserves the right to discontinue deliveries of any goods, the manufacture, sale or use of which in its opinion would involve patent infringement. Any technical advice given by Seller in reference to the use of its goods is given gratis and without any warranty whatsoever as to advice given or results obtained, and Buyer shall indemnify Seller against any and all claims that the goods and any such technical advice have induced or contributed to any patent infringement.
10. Savings Provisions: If any provision hereof is, or becomes, violated of any law or rule, order or regulation issued thereunder, Seller shall have the right, upon notice to Buyer, to cancel such provision, without effect upon the other provision, or to cancel further deliveries in their entirety.
11. Compliance With Federal Laws: Seller states that all goods delivered under this agreement will have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller further states that the goods sold hereunder are produced in accordance with applicable provisions of Executive Order 11246 dated September 1965, which is incorporated herein by reference.
12. Waiver: Waiver by either party of any breach, or failure to enforce any of the terms and conditions of these conditions of sale at any time shall not in any way affect, limit or waive the right to that party thereafter to enforce these conditions of sale and compel strict compliance with every term and condition thereof.
13. Applicable Law: THE CONSTRUCTION OF THESE CONDITIONS OF SALE and the rights and obligations of the parties hereunder SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MASS excluding any choice of law rules which may direct the application of the laws of any jurisdiction, and any dispute regarding the goods or the relationship between Seller and Buyer shall be resolved in a court of competent jurisdiction located in Boston, Mass.
14. Material Safety Data Sheet: Seller has provided to Buyer and hereby acknowledges receipt of Seller's current Material Safety Data Sheet concerning the goods Buyer has the obligation to familiarize itself with all relevant safety and health information regarding goods including the MSDS, to observe safe procedures and to comply with laws in the storage, handling, use and disposal thereof.
15. Changes In Terms: SHALL BUYER OR ANY 3<sup>RD</sup> PARTY DESIRE TO CHANGE THE TERMS OF THIS AGREEMENT, OR MODIFY THE VOLUME OF PURCHASED GOODS, OR MODIFY THE LABELING OR PACKAGING, OR CHANGE ANY OTHER SPECIFICATION OR PROCEDURE RELATED TO THE MANUFACTURE, HANDLING, OR SHIPPING OF MERCHANDISE FROM THAT PROVIDED IN DELAWARE VALLEY'S OFFER ("CONTRACT COMPLIANCE FORM" OR QUOTATION), THEN DELAWARE VALLEY WILL HAVE THE RIGHT TO RE-PRICE THE MERCHANDISE.
16. Load Time and Lead Time: LOAD TIME FOR CHANGES TO SHIPMENT SCHEDULES FOR IN STOCK MERCHANDISE SHALL BE 48 HOURS. LEAD TIME FOR INCREASES IN SCHEDULED QUANTITIES SHALL BE 4-6 (FOUR TO SIX) WEEKS; SUCH CHANGES MUST BE IN WRITING.
17. Customer owned Tools and Drawings: Customer owned Tools and Drawings will be scrapped 2 years after the end of a program. It is the Buyer's responsibility to notify Delaware Valley at the end of a program, but before one (1) year has elapsed since the end of said program, that it desires tools and drawings it owns to be returned. Should the Buyer desire Delaware Valley to retain the tools and drawings for more than two (2) years, this must be expressed in writing at the end of the program, but before the two (2) year period ends, and all storage of such items will be subject to reasonable storage charges.

18. Shipping Point: All prices and quotations are F.O.B. Delaware Valley facilities, and all duties, insurance, and tariffs are the responsibility of the Buyer unless otherwise specifically stated in a written agreement signed by Delaware Valley.
19. Additional Shipping Charges: Charges for excess freight costs (if approved by Delaware Valley) will need to be authorized in writing by Delaware Valley before being deductible from invoices.
20. Dimensional Tolerances: Dimensional Tolerances for cut parts is +/- 0.5% (one half of one percent) unless specified in writing and mutually agreed to by Delaware Valley and Buyer.
21. Right to Cancel Contract: Delaware Valley has the right to cancel this contract for any reason what so ever with written notice of 180 days to Buyer.
22. Proprietary Nature and Ownership Rights: All Delaware Valley facilities and records are considered proprietary and as such, Buyers or other interested parties may only view the aforementioned after obtaining written consent from the President of Delaware Valley. Additionally all facilities and equipment under Delaware Valley's ownership are and will remain the sole possession of Delaware Valley and cannot be taken over by Buyer or any other party for any reason without a court order in judgement for debt liquidation. Said Delaware Valley facilities and equipment may be sold from time to time as the Board of Directors orders for business purposes, and any affected Buyer will be notified 180 days in advance of said sale. Tooling purchased by Buyer is their property and is subject to item #17 above.
23. Adequate Insurance: Delaware Valley maintains property and liability insurance that is adequate, in Delaware Valley's opinion, to protect itself and its customers and should Buyer desire additional coverage, it will be the Buyer's responsibility to obtain same at their own expense, unless it is specifically agreed in writing that Delaware Valley will increase its coverage for the Buyer at Delaware Valley's expense.
24. Service orders: Service orders for goods and services will be processed based on the availability of raw materials and Delaware Valley's manufacturing capabilities at the time of the requested service order. Pricing of service orders will be based on current costs of raw material and labor costs. Set up costs for service orders may apply. Tooling costs may also apply if order is over two (2) years after the end of a program for which the Buyer has not requested Delaware Valley to continue to store Buyers owned tooling.
25. Pricing of Merchandise: The price of goods and services covered in this contract may be changed from time to time based on the changes in costs of labor, raw materials, or energy. Buyer will be notified of any such changes sixty (60) days before they take effect.
26. Limits of Offer: Delaware Valley retains the right after submitting a quotation to supply product or services (Offer) to a customer, to decline said customer's acceptance of the Offer, should any of the following conditions arise during the specified Offer period: Interruption of raw material supply occurs prohibiting ability to produce offered product; Credit worthiness of customer declines substantially; Open production capacity at the time of the Offer becomes no longer available to produce the offered goods; Delaware Valley removes from operation the equipment or personnel that can produce the offered goods or services.