

**HUNTER MANUFACTURING
TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance.** This Purchase Order must be accepted in writing by Seller by signing and returning promptly to Buyer the acknowledgement copy, but if for any reason Seller should fail to sign and return to Buyer the acknowledgement copy, the commencement of any work or performance of any services by Seller shall constitute acceptance by Seller of this Purchase Order and all of its terms and conditions. Acceptance of this Purchase Order is expressly limited to the terms hereof. Any terms proposed by Seller which conflict with the terms herein shall be void and the terms of this Purchase Order shall govern. If this Purchase Order has been issued by Buyer in response to an offer, the terms of which are in addition to or different from any of the provisions of this Purchase Order, then Buyer is only willing to proceed upon the terms hereof and acceptance of the offer is conditional on Seller's assent to the terms of this Purchase Order. Prices stated in this Purchase Order apply to all shipments made or services rendered hereunder. Buyer shall have no obligation to honor invoices for goods and/or services at any increased price until such increase shall have been confirmed in writing by Buyer. No charges of any kind including, but not limited to, charges for boxing, crating or storage will be allowed unless specifically agreed to by Buyer in writing. Buyer shall have the right to correct all clerical errors.

2. **Delivery.** The obligation of Seller to meet dates, specifications and quantities as set forth in this Purchase Order is of the essence of this Purchase Order. No substitutions of materials or goods may be made without Buyer's written consent. Shipment in greater or lesser quantity than ordered may be returned at Seller's expense, unless written authorization is issued by Buyer. If Seller's deliveries fail to meet schedule, Buyer, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby shall be debited to Buyer's account. Any goods delivered in advance of schedule are delivered at the risk of Seller and may, at Buyer's option: (a) be returned at Seller's expense for scheduled delivery; (b) have payment therefor withheld by Buyer until the date that the goods are scheduled for delivery; or (c) be stored for Seller's account until the scheduled delivery date. Except as otherwise provided herein, title and risk of loss on all goods shall remain with Seller until delivery to Buyer's premises or as otherwise directed by Buyer.

3. **Inspection.** The goods and services delivered hereunder shall be subject to inspection by Buyer. If any of the goods or services shall be defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in addition to its other rights, may reject the same for full credit or require prompt correction or replacement thereof at Seller's expense. In no event shall Buyer be deemed to have accepted the goods until Buyer has had a reasonable opportunity of examining the same to ascertain whether the goods are in conformity with the Purchase Order. Buyer reserves the right to reject and return at the risk of and expense of Seller all or such portion of any shipment which may be defective or nonconforming without invalidating the remainder of the Purchase Order. Nothing herein shall release Seller of the obligation to make full and adequate testing and inspection of goods sold hereunder.

4. **Warranty.** Seller represents and warrants that all goods and services provided hereunder will conform in all respects with the specifications of this Purchase Order and will be merchantable and free from any defects in material, design, and workmanship and will be fit for the purpose for which the same was intended. Seller agrees that the foregoing warranty shall survive delivery of, acceptance of and payment for the goods or services, and that Seller shall indemnify, defend and hold Buyer harmless against any loss, damage (including consequential and incidental damages), liability, cost or expense whatsoever including attorney's fees that Buyer may incur, directly or indirectly, as a result of any breach of such representations and/or warranties.

5. **Compliance with Laws.** Seller shall, in the performance of work under Buyer's order, fully comply with all applicable Federal, state and local laws and regulations (including, without limitation, the Walsh-Healey Act, 41 U.S.C.A. §§35-45, the Occupational Safety and Health Act of 1970, 29 U.S.C.A. §§651-678; The Fair Labor Standards Act of 1938, 29 U.S.C.A. §§201-219, as amended); and the matters set forth in paragraph 18 below, and shall indemnify and hold Buyer harmless from any liability, cost or expense (including, without limitation, Buyer's court costs and reasonable attorney's fees) resulting from Seller's failure of compliance. Seller agrees upon request to furnish Buyer with a certification of compliance with respect to any or all such laws and regulations in such form as Buyer may require.

6. **Payment.** All payments are made conditional upon final acceptance by Buyer of the goods and/or services provided hereunder.

Discounts, if any, begin the date either the invoice or the goods or services is received by Buyer, whichever is later.

7. **Taxes.** Seller's price shall be exclusive of any federal, state or local taxes. Seller shall list separately on its invoice any such tax lawfully applicable to any goods or services with respect to which Buyer does not furnish to Seller lawful evidence of exemption.

8. **Changes.** Buyer may at any time, by written order, make changes within the general scope of this Purchase Order in (a) specifications; (b) method of shipment; (c) place or time of delivery; and/or (d) materials, methods or manner of production, and, in any such case, Seller shall comply therewith. If any such change causes an increase or decrease in the cost of or time required for performance of this Purchase Order, an equitable adjustment shall be made in the order price or delivery schedule or both and this Purchase Order shall be modified in writing accordingly.

9. **Assignment and Subcontracting.** No right or obligation under this Buyer Order shall be assigned, delegated, or subcontracted by Seller without the prior written consent of Buyer and any purported assignment, delegation, or subcontract without such consent shall be void.

10. **Patents, Royalties and Encumbrances.** All goods and services supplied must be free from all royalties, patent rights and mechanic's liens or other encumbrances, and Seller hereby waives any right it may have now or in the future to any mechanic's lien, purchase money security interest or other encumbrance with respect to the goods and services supplied hereunder. Seller represents and warrants that the goods and services specified in this Purchase Order and their sale and use alone, or in combination according to applicable specifications or recommendations, if any, will not infringe any United States or foreign patent. Seller shall defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based upon a claim that any goods or part thereof made to Seller's design and furnished hereunder constitutes an infringement of any United States or foreign patent. Seller agrees to indemnify, defend and hold harmless Buyer and anyone selling or using any of Buyer's products against all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting from any alleged infringement as aforesaid. In the event the goods or any part thereof are held to infringe any U.S. or foreign patent and the use of said goods or part thereof is enjoined, Seller shall, at its own expense, promptly procure for Buyer and its customers the right to continue using said goods or part thereof or modify the same so that the same become non-infringing.

11. **Termination (Default-Cancellation).** Buyer reserves the right, by written notice of default, to cancel this Purchase Order without liability to Buyer in the event of the happening of any of the following: (a) insolvency of Seller, (b) the filing of a voluntary petition in bankruptcy by Seller; (c) the filing of any involuntary petition to have Seller declared bankrupt; (d) the appointment of a receiver or trustee for Seller; or (e) the execution by Seller of any assignment for the benefit of creditors. In addition, if Seller fails to perform its obligations under this Purchase Order or so fails to make progress as to endanger performance under this Purchase Order and in accordance with its terms, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice and allowing Seller reasonable time to remedy such deficiency, to (i) cancel this Purchase Order in whole or in part by written notice to Seller and/or (ii) obtain the goods and/or services from another source (with any excess costs resulting therefrom chargeable to Seller) if such deficiencies are not promptly remedied in the event of Seller's default or apparent inability to perform this Purchase Order.

12. **Remedies: Damages.** The remedies of Buyer set forth herein shall be cumulative and in addition to any other or further remedies provided at law or in equity. To be effective, any waiver must be in writing and signed by the party which is purported to waive its rights or remedies. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or provision. In no event shall Seller be entitled to anticipatory profits, loss of profits, or to special or consequential damages as a result of any breach by Buyer. This Agreement shall be governed by the laws of the State of Ohio without regard to any conflicts of law principles, and the federal and state courts in Cuyahoga County, Ohio shall have exclusive jurisdiction and venue over disputes arising herefrom.

13. **Material Furnished By Buyer.** Any material furnished by Buyer on other than a charge basis in connection with this order shall be deemed as held by Seller upon consignment without any right of title in Seller,

and Seller agrees to pay for all such materials spoiled by it damaged wasted or otherwise not satisfactory accounted for.

14. Confidentiality. The Seller shall not without first obtaining the written consent of the buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the articles herein mentioned nor shall it disclose or furnish to any third party the nature of any materials furnished to Seller by buyer pursuant to this order, and for failure to observe this provision in addition to any other rights. Buyer shall have the right to cancel the contract resulting from the acceptance of this order without any further liability thereon.

15. Indemnity. Seller shall indemnify and hold Buyer harmless against all liability, cost and expense (including, without limitation, Buyer's costs of testing and inspection, court costs and reasonable attorney's fees) on account of claims or injuries to persons or damage to property based in whole or in part upon any act or omission of Seller, its agents, employees and subcontractors or as a consequence of any breach of Seller's warranties. Further, Seller agrees to indemnify and hold Buyer harmless against all liability costs and expense (including, without limitation, Buyer's costs of testing and inspection, court costs and reasonable attorney's fees (incurred by Buyer in connection with or related to any recall, inspection, testing, replacement or correction of the goods or any part or equipment into which the goods are incorporated, which results from or is related to, in whole or in part, a defect or alleged defect in the goods.

16. Armed Services. When the materials or products furnished are for use in connection with a Government contract or subcontract the following clauses set forth in the Armed Services Procurement Regulation as in effect at the date of this purchase order shall apply and are incorporated herein by reference. References in the above incorporated clauses in the "Government" and "Contracting Officer" shall be deemed to include the buyer hereunder only to the extent required for the Buyer to comply with its obligations to the Government or a prime contractor. In addition to the above obligations Seller hereby holds buyer harmless from any liability resulting from failure of Seller to comply with its obligations to the Gov. or a prime contractor. All other terms and conditions which are imposed upon the buyer by a subcontractor under a prime contract with an agency of the U. S. government or by a prime contractor with an agency of the U. S. government shall be incorporated herein.

Title of Clause Aspr Section

- a. Renegotiation 7-103.13
- b. Communist Areas 6-403
- c. Contract Work Hrs Standards Act-Overtime Compensation (only subparagraphs (a) through (d) inclusive 12-303
- d. Walsh Healy Public Contracts Act
- e. Equal Opportunity 12-802
- f. Notice and Assistance Regarding Patent and Copyright Infringement 9-104
- g. Buy American Act 6-1045
- h. Notice to the Government of Labor Disputes 7-1044
- i. Patent Rights (only where a purpose of the subcontract is the conduct of experimental developmental or search work and in such case the withholding provisions of the clause are inapplicable) 9-107-5
- j. Reporting of Royalties (Only if subcontract exceeds \$50,000) 9-110
- k. Rights in Technical Data 9-203
- l. Excess Profit 7-104.11.
- m. Military Security Requirements 7.104.12
- n. Examination of Records 7-104-15
- o. Priorities Allocations & Allotments 7-104.18
- p. Non-use of Foreign Flag Vessels Engages in Cuban and North Vietnam Trade 1-1410
- q. Duty Free Entity-Canadian
- r. termination for Convenience of the Government 7-103-21(c)
- s. Utilization of Small Business Concern ASPR-7-104.14 (a) 7104.48
- t. New Material
- u. Certification of Equal Employments Compliance (1970 Aug.) supplies 6-605-2
- w. Affirmative Action Program (1970Aug)

17. Equal Employment. The contract provisions set forth in Section 202 of Executive Order 11246 (equal opportunity), as amended, and the regulations promulgated thereunder (41 CFR Part 60-1), and the provisions, representations or agreements contained in Executive Order 11701 (employment of veterans), as amended and the regulations

promulgated thereunder (41 CFR Part 60-250 and 41 CFR Part 61-250) Executive Order 11758 (employment of the handicapped), as amended, and the regulations promulgated thereunder (41 CFR Part 60-741) and Executive Order 11625 (utilization of minority business enterprises) as amended, and the regulations promulgated thereunder (41 CFR Chapter 1-1-1310) to the extent same are applicable to Buyer's order, are incorporated by reference herein as if fully rewritten with respect thereto. Seller agrees, upon request, to furnish Buyer a certification of compliance with such Executive Orders in such form as Buyer may require.

18. Hazard Communication/ Right-To-Know. Seller shall comply with all requirements of the OSHA Hazard Communication Standards of the OSHA Hazard Communication Standards (29 CFR Section 1910-1200) all state and local right-to-know laws, and all other Federal, state and local laws regulations relating to hazardous chemicals, including without limitation, the material safety data sheet and product labeling requirements.

19. Setoff. Buyer shall be entitled at all times to setoff any amount owing from Seller to Buyer against any amount payable to Buyer pursuant to Buyers order.