

1. ACCEPTANCE - This order is not binding upon DEW Industries Inc., hereafter known as "DEW" until accepted by the Supplier. Acceptance of all terms and conditions of the order shall take place when (a) DEW receives written acknowledgement from the Supplier, or, (b) Supplier delivers to or performs for DEW and DEW accepts any of the items ordered by the date specified. In the event of conflict between the terms and conditions of this order and the Supplier's written acceptance or purported acceptance, the terms and conditions of this order shall prevail. The Purchase Order constitutes the entire and sole agreement between the parties with respect to the subject matter of the Purchase Order and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the order. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those in this Purchase Order

2. SUPPLIER'S INVOICE, PACKING SLIPS, PACKING AND SHIPPING METHODS - Each invoice shall (a) be rendered separately for each delivery, (b) shall not cover more than 1 purchase order, (c) shall refer to the purchase order number under which it is issued, and (d) shall be rendered to DEW Industries Inc., 830 Proctor Ave., Ogdensburg, N.Y. 13669-2290. Purchase Order number and item number must appear on all shipping documents, invoices, quality certifications and packing lists. Payment shall be made per the terms established on the face hereof. Payment is subject to any adjustment for any shortage or rejection of supplied goods or services. Freight and other charges shall be itemized and presented with appropriate justification. All packing slips shall reference the Purchase Order Number, line item number, and DEW part number (where applicable) under which the goods were ordered. All items must be suitably packaged and prepared for shipment to secure lowest transportation rates and compliance with standard carrier regulations. The seller shall take reasonable means to ensure goods furnished are protected from oxidizing or rusting or other degradation. No charges will be paid by DEW for packing crating or cartage unless previously agreed in writing

3. PROPERTY IN THE GOODS - Title in the goods supplied under this order shall vest in DEW upon delivery and acceptance by DEW. Title in all materials, parts, work-in-process and finished goods paid by advance or progress payment shall vest in and remain in DEW. Where title to any material, parts, work-in-progress or finished work becomes vested with DEW, the Supplier shall, upon DEW's request establish to DEW's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrance

4. DELIVERY SCHEDULE AND QUANTITIES – TIME IS OF THE ESSENCE UNDER THIS AGREEMENT. Delivery dates specified herein indicate when the goods are required at DEW's facility. DEW has the right to cancel this order in its entirety or part thereof if the Supplier does not meet the specified dates, and to purchase substitute goods elsewhere and to charge the Supplier with any loss incurred.

5. ASSIGNMENT, SUBCONTRACTORS – The order shall not be assigned, in whole or in part, by the Supplier without prior consent in writing from DEW. Any purported assignment made without such consent is void and of no effect. No assignment of the order shall relieve the Supplier from any obligation under the order or impose any liability upon DEW, unless otherwise agreed to in writing by DEW. Supplier shall not subcontract all or any substantial part of the work called for in this order without the prior written consent of DEW.

6. WARRANTIES and REPRESENTATIONS - Supplier warrants and represents that goods to be supplied hereunder (a) will be new, unused, free from defects in material, workmanship and fabrication, (b) will be in strict compliance with all drawings and specifications of this order, (c) are fit for the purpose designed, (d) meet all other requirements of the order, (e) that such warranties shall apply to DEW and to customers and users of DEW's products and services; and that the price charged herein are in accordance with any applicable laws and regulations, and are as low as any net price now given by the Supplier to any other customer for like products or services. Further, Supplier warrants that it is duly authorized and entitled to sell the goods covered by this order and/or to provide the services contemplated therein. The warranty period shall be one year from date of acceptance of goods unless otherwise specified in the purchase order.

7. PATENT INDEMNITY – The Supplier agrees to defend, hold and save harmless DEW and any of DEW's customers, and all persons claiming under DEW from any and all loss, damage and expense (including attorneys fees) of any kind by reason of actual or alleged infringement or contributory infringement of any letters patent or trademark rights by reason of the manufacture, delivery, use of sale of goods delivered or work performed hereunder (except infringement necessarily resulting from adherence to specifications or drawings, other than those of Supplier's design or selection, originally submitted to Supplier by DEW) and the Supplier agrees to defend at its own expense any and all actions, proceedings charging infringement of letters patent or trademark rights that may be brought against DEW or any of DEW's customers, or all persons claiming under DEW, and to pay all costs and damages that may be asserted or incurred in every action.

8. DEW SUPPLIED PROPERTY - Title to any and all property furnished by DEW, at no charge to the Supplier in connection with this order shall at all times vest in DEW, and Supplier assumes all liability for loss or damage or Supplier's failure to return such property to DEW upon request.

9. RESEARCH AND DEVELOPMENT - If at DEW's request any research and development is undertaken with respect to any of the goods of this order or in anticipation of this order which results in any patent or trademark or other right, title to these shall vest in DEW, and Supplier agrees to execute all documents necessary or appropriate to assign to DEW or to evidence the rights of DEW thereto.

10. AMENDMENTS - DEW may at any time amend the scope of this order by written notice. If any such changes cause a change in the cost or time required for delivery of this order, an equitable adjustment in the price or delivery schedule shall be made.

11. NOTICE - In the event that the Supplier encounters difficulty in meeting the requirements of this order, including delivery, the Supplier shall immediately inform DEW in writing. This provision shall not relieve the Supplier of the obligation to conform to the provisions of this order.

12. AVAILABILITY OF SPARES – If components under this order are no longer going to be manufactured by the Supplier, the Supplier shall either advise DEW by notice sufficiently in advance (one year if possible) to permit a final purchase of spares, or make satisfactory arrangements with a third party to establish a continuing source of spares.

13. SUSPENSION OF WORK – DEW has the right, by written notice to order the Supplier to suspend or stop all or part of the work under this Purchase Order for a period of up to ninety calendar days. The Supplier shall immediately comply with any such order in a manner that minimizes the cost of so doing. While such an order is in effect, the Supplier shall not remove any part of the work from any premises without prior written consent. Prior to expiration of such suspension, DEW may rescind the order or terminate the order. If any such suspension causes a change in the cost or time required for delivery of this order, an equitable adjustment in the price or delivery schedule shall be made.

14. TERMINATION FOR CONVENIENCE – DEW has the right to terminate this order prior to the acceptance, as noted in paragraph one, without penalty. Once the order has been accepted by Supplier, and DEW terminates the order, DEW will reimburse Supplier without duplication (a) all completed goods and services delivered under this order and

not previously paid, (b) all partially completed goods or materials and work in process delivered under this order, the actual cost incurred by Supplier in furnishing goods and services under this order to the extent that such costs are reasonable and are apportionable under generally accepted accounting principles. In no event shall the aggregate of the amounts paid by DEW under this order, to the date of termination exceed the Purchase Order price.

15. DEFAULT BY CONTRACTOR – Where the Supplier is in default in carrying out any of its obligations under this purchase order, DEW may, upon giving written notice to the Supplier, terminate for default the whole or any part of the order at the expiration of a ten (10) Day (or longer period as DEW may authorize in writing) cure period specified in the notice if the Supplier has not cured the default to the satisfaction of DEW within that cure period. Upon such default, DEW may procure, upon such terms as it deems appropriate, goods or services similar to those in default, in which case Supplier shall continue performance of this order to the extent not terminated and shall be liable to DEW for any excess costs for such goods or services.

16. SUCCESSORS AND ASSIGNS – The Order shall enure to the benefit of, and shall be binding upon, the successors and permitted assignees of DEW.

17. NON-DISCLOSURE – All information disclosed by DEW in any form including hardcopy, electronic and verbal shall be treated as Commercial in Confidence and shall not be used for purposes other than the work requested. Furthermore, the aforementioned information shall not be divulged in any form to any third party nor shall it be copied either in whole or in part without the express written consent of DEW. All information supplied shall be returned to DEW upon completion of the requested work.

18. QUALITY ASSURANCE

Certificate of Conformance/Analysis: Where requested on the P/O, are required for all products or services supplied, and are a statement of compliance with all requirements detailed on the applicable purchase order, attachments and drawings. In the case of a Certificate of Analysis, the actual results obtained on testing of representative samples shall also be provided. The Certificate Shall reference the purchase order number, part number, drawing number, revision level, and quantity as applicable. Additional documentation may also be required as detailed on the applicable purchase order or drawing. Furthermore, DEW reserves the right to request a review of all inspection, test and process control data necessary to support evidence of such compliance.

Source Inspection: DEW or DEW accompanied by Subcontractor and/or DEW's Customer shall be entitled to reasonable access to inspect the goods covered by this order at any stage of production. DEW reserves the right to request all items under the applicable PO to be subject to inspection & test at your facility by our Quality Department personnel, prior to shipment. When requested, you shall provide facilities, equipment, and assistance as necessary to perform source inspection on the applicable PO as well as sufficient advanced notice of completion of contract, of not less than five (5) days, to permit scheduling of source inspection.

Non-conforming Material: Supplier shall not knowingly ship any product that does not conform to requirements (the PO, drawing, or specifications). When non-conformances are known, and Supplier believes they may not affect fit, form, or function, Supplier shall submit a Request for Deviation to the attention of the Director of Quality prior to shipping any part/product/material. If a Deviation is requested after DEW has received the product, it shall be rejected and the shipment will be considered nonconforming thus affecting Supplier's rating. Supplier Corrective Action Requests (SCARs) when issued serve to communicate a non-conformance and to request corrective action such as to preclude recurrence. SCARs shall be responded to within 5 days of receipt. Late responses shall affect Supplier's Supplier rating. DEW's Quality department shall follow-up on SCAR responses.

Final Acceptance: Final Acceptance of product procured under the applicable PO will be based upon DEW's inspection on receipt for conformance to all provisions of the PO. DEW reserves the right to refuse acceptance of goods which fail to conform to the requirements of this order and Supplier shall reimburse DEW for the cost of delivery of goods not accepted by DEW. Goods not accepted by DEW shall be returned to the Supplier at Supplier's risk and expense without prejudice to any other rights or remedies DEW may have.

Configuration Control: No change shall be made to materials, parts, design, or manufacturing process of the articles purchased after approval of design and configuration without prior written approval. Proposed changes must be made in writing.

19. TOOLING – Any tooling and development charges are a one-time charge, which includes maintenance and storage of the tooling at Supplier's facility. Maintenance and storage must be to a suitable level to ensure the tooling is kept in production-ready condition. All tooling developed under this Purchase Order shall become the property of DEW, and will not be used for any purpose other than ordered by DEW without written permission from DEW. All such tooling may be required to be returned upon completion of this order within a reasonable time. Such property, and whenever practical each individual item thereof shall be plainly marked, tagged, or otherwise adequately identified by the Supplier as "Property of DEW Industries Inc."

20. INDEMNIFICATION- Supplier agrees to indemnify, defend and hold DEW, DEW's customers, or anyone claiming through DEW or DEW's customers harmless against any and all liabilities, costs and expenses (including attorney's fees) and losses whatsoever incurred by DEW, DEW's customers and anyone claiming through DEW as a result of any allegation grounded in breach of warranty, negligence, strict liability in tort or otherwise.

21. GOVERNMENT FUNDS – Supplier is hereby placed on notice that Government Funds may be used to procure various items or services under this contract. As a result, the Supplier's accounting books and manufacturing records concerning work performed may be therefore subject to audit by appropriate Government Agencies.

22. DEW Industries Inc. Cage Code - DEW Cage Code: 3F2R9, shall be used where a drawing note indicates cage code identification is required.

23. NAFTA Responsibilities – A valid NAFTA Certificate is required for all goods eligible to the benefits of NAFTA. Supplier shall accept responsibility for the information provided on the NAFTA Certificate of Origin, letter or affidavits. By signing these documents, Supplier accepts responsibility that the information is complete and accurate. Supplier also accepts any liabilities resulting from inaccurate data or failure to comply with NAFTA requirements. This liability shall extend to missing or inaccurate information on any Customs Invoices. The Supplier shall be liable for any penalties incurred by DEW as a result of incomplete, inaccurate Export procedures on the Supplier's part.

24. Customs Requirements – DEW is a participant in the C-TPAT (Customs Trade Partnership against Terrorism) program and PIP (Partners in Protection). DEW requires for those business partners eligible for C-TPAT certification (vendors, suppliers, carriers, etc.) documentation (e.g., C-TPAT certificate, SVI number, etc.) to determine if these business partners are C-TPAT certified. For those business partners not eligible for C-TPAT certification, please go to <http://www.customs.gov/xp/cgqv/import/> site to inquire about certification.

25. GOVERNING LAWS - This order shall be construed, and the rights and obligations of DEW and the Supplier shall be governed in all respects by the laws of the State of New York.