

## PURCHASE ORDER TERMS & CONDITIONS

1. ACCEPTANCE: The face of this Purchase Order and these Purchase Order Terms & Conditions are collectively and individually referred to herein as this "Order". Neither American Cord & Webbing Co., Inc. ("ACW"), nor the vendor identified on the face of this Order ("Seller"), shall be bound by this Order until Seller expresses its acceptance of this Order by acknowledgment (regardless of the terms thereof) or Seller delivers to ACW any of the goods ordered, whichever first occurs. In any event, acceptance of this Order shall be upon and limited solely to this Order, including these Purchase Order Terms & Conditions ("ACW Terms").

All subsequent action shall be solely pursuant to this Order, including these ACW Terms, which shall constitute the entire and sole contract between ACW and Seller with respect to the goods referred to in this Order. Any and all additional or different terms or conditions are hereby objected to, and rejected, and shall not be binding upon the parties, unless agreed to in writing by ACW. The failure of ACW to reject actively, either orally or in writing, any additional or conflicting terms or conditions contained in any subsequent document or communication between ACW and Seller relating to the goods referred to in this Order shall not constitute an assent to such terms and conditions. All warranties, agreements, and representations herein made shall survive the delivery and acceptance of the goods referred to in this Order.

2. CHANGES: ACW reserves the right at any time to make written changes in this Order including method of shipment, or packing, and time, place and manner of delivery. If any such change causes an increase or decrease in the cost or time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause must be approved by ACW in writing before Seller proceeds with such change. Price increases shall not be binding on ACW unless approved by ACW in writing.

3. DELIVERY: Time is of the essence in this contract, and if delivery of goods is not made in the quantities and at the time specified, ACW reserves the right, without liability, and in addition to its other rights and remedies to direct expedited delivery of goods (the difference in cost between the expedited delivery and the normal delivery costs shall be paid by Seller), or terminate this contract by written notice to Seller effective upon mailing by ACW as to stated goods not yet shipped, and to purchase substitute goods or services elsewhere, in which event Seller shall be liable for any loss incurred.

Seller shall be liable for any excess transportation charges, delays or claims resulting from Seller's deviation from agreed on delivery instructions. When Seller has reason to believe that deliveries will not be made as scheduled, Seller will immediately give written notice setting forth the cause of the anticipated delay to ACW, for written acceptance at the option of ACW.

ACW will have no liability for payment for goods delivered to ACW which are in excess of quantities specified in this contract, except as ACW may otherwise agree to in writing. Such excess goods (unless otherwise agreed to by ACW in writing) shall be subject to rejection and return at Seller's expense, including transportation charges both ways, or purchase by ACW at the price on the face of this Order or lower price, negotiated by ACW. ACW shall not be liable for any material

or production costs incurred by Seller in excess of the amount or in advance of the time necessary to meet ACW's delivery schedule.

4. INSPECTION AND ACCEPTANCE: Payment for any goods under this Order will not constitute acceptance thereof. All goods purchased hereunder are subject to inspection at ACW's destination either before or after payment. ACW reserves the right to refuse acceptance of goods which are not in accordance with instructions, specifications or samples on which this Order was based or Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit (including repayment in full to ACW of any monies paid Seller for such goods or replacement (at ACW's option) and at Seller's risk and expense, including transportation charges both ways and Seller shall be liable for all direct and consequential damages, costs, losses, expenses and liabilities incurred by ACW in accordance with Paragraph 7. No replacement of rejected goods shall be made unless specified by ACW in writing.

ACW shall not be liable for failure to accept any part of the goods if such failure is the result of any cause beyond the control of ACW, including (without limitation) fire, flood, acts of God, pandemics, strikes, labor disputes, casualties, delays in transportation, inability to obtain materials or machinery, or total or partial shutdown of ACW's plant.

Acceptance of all or any part of the goods shall not bind ACW to accept any future shipments, nor be deemed to be a waiver of ACW's right either to cancel or to return all or any portion of the goods because of failure to conform to this contract, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing costs, damage to materials or articles cause by improper boxing, crating or packaging, and loss of profits or other special damages incurred by ACW. Such rights shall be in addition to any other remedies provided by law.

5. PACKING AND CONTAINERS: No charges for packing, containers, or transportation will be allowed unless specified on the face of this Order. Except as may be otherwise provided on the face hereof, title to and the risk of loss of the goods shall not pass to ACW until ACW's inspection and acceptance thereof at ACW's place of business. Seller shall be liable for damages to materials or articles caused by improper boxing, crating or packing.

Seller shall:

- a. Pack all material in neutral cartons. If required by ACW, omit all reference to Seller's name, logo, address on all tags, packages, rolls, spools, packing tape, twist ties, etc.
- b. Mark each put-up or package as follows:
  1. Description of item as stated on the front hereof, plus any necessary corrections.
  2. Quantity and Unit (yards, feet, gross, pieces, etc.).
- c. Each container with description (ACW's only), quantity of item, and gross weight (and net weight when requested).
- d. Pack only one item per container.

- e. Pack in containers suitable for reshipping.
- f. Ensure that maximum gross weight for each container or pack is less than 250 lbs.
- g. Pack only one shade of a color or degree of finish in one put-up in only one shipment.

All invoices and/or packing slips, as applicable, shall:

- a. Show ACW's order number next to each item.
- b. Show ACW's entire description of the item, plus Seller description.
- c. Show quantity shipped.
- d. Packing Slip will be in carton marked "Packing Slip enclosed".
- e. Be marked "Complete" if order is complete.

In the event ACW shall purchase raw material to be shipped to Seller, in connection with this Order, Seller shall bear any loss of such raw material from after it leaves the shipping point (for delivery to Seller). From and after such time that the raw materials are incorporated into the goods that are referred to in this Order, such raw materials shall be deemed part of such goods and, therefore, shall thereupon be governed by the risk of loss provisions under Paragraph 5.

6. SELLER'S WARRANTIES: Seller hereby warrants that all of the goods furnished shall be (i) free from defects in material and workmanship, (ii) of merchantable quality, and fit for ACW's purposes and for consumer use and shall comply with all implied warranties under the uniform commercial code as enacted in the State of Rhode Island, (iii) conform with ACW's specifications and with the samples and models approved by ACW. Furthermore Seller hereby warrants that the goods shall conform to all of Seller's representations, warranties affirmations, promises, descriptions, forming the inducement to enter into this contract, except that none of the foregoing shall be applicable if and to the extent in derogation or limitation of the warranty set forth in the immediately preceding sentence of this Paragraph 6. The quality, material, finish, treat, dye, process, manufacture, put-up and packaging must be uniform and exactly the same in all specifications, codes, and detail by Seller for each item in this Order and for the total quantity of this Order. If not specially stated on the face of this Order, no exchanging, substituting, or deviating for any specification, code, or detail by Seller for each item or shipment of this Order and for the total quantity of this Order is acceptable without specific approval of ACW in writing.

Seller further warrants that in the performance of this Order it will have complied with all applicable laws of the federal government or of any state or municipal government, and that, with respect to the production of the goods covered by this Order, it has fully complied with all provisions of the Fair Labor Standards Act.

Seller agrees that these warranties shall survive acceptance of the goods. These warranties shall be in addition to any express warranties or implied warranties, and no implied warranties shall be deemed disclaimed or excluded except in writing signed by ACW.

7. INDEMNIFICATION: Seller agrees to indemnify and hold ACW, its subsidiaries, affiliates, agents, principals, customers, and employees harmless from any and all losses, costs, expenses, awards, and damages, including, without limitation, lost profits, loss of good will and reputation and all other consequential damages and court costs and reasonable attorneys' fees, arising from actual or alleged failure of Seller to comply with these ACW Terms (including, without limitation, the warranties hereof) or related in any way to Seller, this Order, this contract and/or goods supplied hereunder (including, without limitation, those arising from claims of personal injury, products liability, property damage, unfair competition, or the infringement (or alleged infringement) of any patent, trademark, trade secret, copyright or other intellectual property right). Upon receipt of notice, Seller will promptly assume full responsibility for the defense of any suit or proceeding arising out of this contract of the goods supplied hereunder, at Seller's sole cost and expense.

8. CANCELLATION: ACW shall have the right to cancel all or any portion of this Order upon Seller's failure to meet delivery as specified herein, for breach of any provisions of this Order (including, without limitation, the warranties hereof); or, if Seller is adjudicated bankrupt or commits an act of bankruptcy, or if any warranty made by Seller is false in any material respect. Such right of cancellation is in addition to, and not in lieu of, any other remedies which ACW may have.

9. TERMINATION: ACW may terminate performance under this contract in whole or in part by written or oral notice. Upon receipt of notice Seller will terminate all work in progress and advise ACW of the value of work completed and materials purchased prior to notice, and the most favorable disposition Seller can make thereof. ACW will pay a pro rata share of the contract price for finished work accepted by ACW and reimburse Seller for cost of work in process and materials not allocable to other work. Such payments shall be determined in accordance with generally accepted accounting principles, less value received by Seller for items used or resold by Seller. ACW shall not be liable for the cost of defective, damaged, or destroyed work or material. In no event will payments made under this clause exceed the aggregate contract price less payments made and adjustments allowed in settlement of the contract. This clause shall constitute Seller's exclusive remedy in the event this Order is terminated by ACW as provided herein. This clause will not apply to any cancellation by ACW under Paragraph 8 or for any other cause allowed by law or under this Order.

10. WAIVER: Failure of ACW to require performance of, or to exercise any rights under, any of these ACW Terms (including, without limitation, the warranties hereof), this Order or this contract, shall not be construed as a waiver of the (i) present, past or future performance by Seller of any of these ACW Terms (including, without limitation, the warranties hereof), this Order or this contract, or (ii) rights of ACW to require performance by Seller of this these ACW Terms (including, without limitation, the warranties hereof), this Order and this contract; and the obligations of Seller with respect to such present, past or future performance shall survive and continue in full force and effect.

11. ASSIGNMENT: No work under this contract shall be assigned or delegated, nor shall Seller subcontract for completed or substantially completed goods which are the subject of this contract without ACW's prior written consent.

12. SPECIAL FEATURES: All drawings, schematics, plans designs, mechanical features, trade secrets, intellectual property, specifications, know-how and processes which have been supplied or disclosed by ACW to Seller, and specifically created or developed for ACW by Seller, or which are distinctive of ACW's products ("Special Features"), shall be the sole property of ACW and shall be used only on goods supplied to ACW. ACW may use the Special Features in goods manufactured by others and obtain such legal protection as may be available for the Special Features, including without limitation, patents, copyrights and trademarks. Seller shall execute any and all instruments deemed by ACW to be necessary or desirable to obtain such protection in all countries of the world.

13. TRADEMARKS: If this contract deals with goods which bear ACW's private labeling, trademarks, service marks, tradenames, distinctive words, copyrights logos, pictures or design ("Properties"), Seller shall not under any circumstances sell or otherwise transfer such goods to third persons until the Properties have been physically removed or completely obliterated from the goods and all packaging.

14. GOVERNING LAW AND ENTIRE AGREEMENT: The contract resulting from the acceptance of this Order shall be governed by and construed according to the laws of the State of Rhode Island. This Order, including these ACW Terms, constitute the final, complete and exclusive agreement between the parties and shall apply to and bind the parties and their respective successors and assigns.

15. ARBITRATION: At ACW's sole election, all claims, disputes, demands and controversies arising under, out of, in connection with or in relation to this contract may be submitted to and be determined by arbitration in the State of Rhode Island in accordance with the rules of the American Arbitration Association then in effect.