

TERMS AND CONDITIONS OF SALE

CONTROLLING TERMS AND CONDITIONS

Unless otherwise agreed to in writing, the following terms and conditions apply in addition to any terms set forth on Sellers quotation or order acknowledgment. If there is any conflict between these terms and the terms of the Buyers forms, these terms shall prevail.

BUYERS CREDIT

The Seller reserves the right at any time to suspend credit, to change credit terms provided herein, to suspend performance, to decline to ship, or to stop any goods in transit when, in its sole opinion, the financial condition of the Buyer so warrants. In any such case, in addition to any other remedies provided by law, Seller may terminate any contract between Buyer and Seller. Failure to pay any invoice when due makes all prior and subsequent invoices immediately due and payable, irrespective of terms, and the Seller may withhold all subsequent deliveries and terminate any services until the full account is settled. Acceptance by the Seller of less than full payment shall not be a waiver of any of its rights.

ACKNOWLEDGED SHIPMENT DATES

Stated delivery dates are estimates only. Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including without limitation strikes, lockouts, fires, floods, embargoes, earthquakes, outbreak of hostilities, terrorist acts, machinery breakdowns, delays of carriers or suppliers, power outages, shortage of materials, and governmental acts and regulations.

PRICING

Seller has the right to change, at any time during the term covered by any associated contract, the price or terms of payment specified herein, provided the Seller has given Buyer at least 90 days written notice of such change. Upon receiving written notice of change, Buyer has 30 days to cancel any portion of the contract; which will increase in price. Failure to provide a formal written cancellation will constitute acceptance of the new price and an obligation to purchase.

TERMINATION, REDUCTION IN QUANTITY, RESCHEDULING DELIVERY

In the event Buyer desires to terminate any part or all of the work to be done hereunder; or reduce the quantity of goods ordered, or reschedule the delivery of any goods, Seller shall be entitled to fair compensation for any costs incurred up to the point of termination including any increased costs by reason of revisions and changes in delivery schedule or any loss of anticipated profits. In addition, Seller shall be entitled to compensation as per the contract for articles which have been completed as of the time of termination and any cost incurred by Seller in making settlement hereunder.

DELIVERY

Delivery of goods to common carrier shall constitute delivery to Buyer, and all risk of loss or damage in transit shall be borne by Buyer.

TAXES AND DUTIES

All federal, state, and local taxes (including without limitation sales, use, and excise taxes) which Seller is required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption, or transportation of goods or services covered hereunder shall be for Buyer's account. On shipments to Buyer outside the United States, Buyer shall pay directly any customs, duties, and related charges or assessments by any government entity.

CLAIMS

Buyer shall afford Seller prompt and reasonable opportunity to inspect goods, or materials as to which any claim is made by Buyer. Seller reserves the right, in its sole discretion, within a reasonable period following receipt of claim by Buyer to replace or substitute other goods or services therefore, and by making such replacements; Seller shall have no further liability to Buyer with respect to such goods or services. If any defective goods or services are not so replaced by Seller, Seller's liability shall be limited to the stated purchase price of such goods or services. **SELLER SHALL IN NO EVENT BE LIABLE FOR BUYER'S MANUFACTURING COSTS, LOST PROFITS, GOOD WILL OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES**

LATE PAYMENT

Buyer shall pay the Seller interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate of interest permissible under applicable law, whichever is less, on all past due accounts. In case suit or action is instituted to enforce the payment provisions on the face hereof, the losing party shall pay the prevailing party's reasonable attorneys' fees as determined by the court at trial and upon any appeal there from. All payments by Buyer to Seller hereunder shall be in U.S. Dollars (\$US).

DISCLAIMER OF WARRANTIES

Unless Seller delivers to Buyer in connection with this transaction, a writing of Seller expressly specified to be a warranty in or on such writing, ALL EXPRESS WARRANTIES ARE EXCLUDED AND DISCLAIMED. To the extent permitted by law, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE ARE EXCLUDED AND DISCLAIMED.

LIMITATION OF LIABILITIES

All claims by Buyer in connection herewith shall be deemed waived unless made in writing and delivered to Seller within seven days after receipt of goods or services by Buyer. Promptly after Buyer learns of it, Buyer shall notify Seller of any accident resulting in personal injury or death which Seller believes or has reason to believe involves any goods or services covered hereunder. If Buyer fails to notify Seller, Buyer shall indemnify Seller and hold it harmless from and against any and all liabilities and expenses (including reasonable attorneys' fees) arising out of the incident or event.

PATENTS

With respect to goods produced by Seller, Seller represents that such goods, unless made specifically for Buyer according to Buyer's specifications, do not infringe upon any valid U.S. patent. Buyer agrees to promptly notify Seller of any claim of suit involving Buyer in which infringement is alleged. In the event that any such claim or suit arises whereby Seller is made a party to, Buyer agrees that Seller shall have the authority to decide the best course of action in defending and/or negotiating a settlement of such a claim or suit. With respect to goods not produced by Seller, Buyer shall hold Seller harmless and indemnify Seller from and against all claims, loss or damage arising from infringement of any patent, by reason of the purchase, sale or use by Buyer of goods.

CHOICE OF LAW; JURISDICTION; JURY TRIAL WAIVER.

The validity, interpretation, construction, and performance of this agreement shall be governed by the laws of the State of Massachusetts without regard to its conflicts of law principles. The parties agree that any suit, action or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this agreement shall be commenced only in a court of the State of Massachusetts (or, if appropriate, a federal court located within the State of Massachusetts) and the parties consent to the jurisdiction of such court. The parties hereto accept the exclusive jurisdiction and venue of those courts for the purpose of any such suit, action or proceeding. Both buyer and Seller each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this agreement.

MISCELLANEOUS

Any clause or provision required by applicable law or regulation to be included herein or in an agreement of sale of the type provided for hereby is by this reference incorporated herein. Both parties shall strictly observe and comply with all international, federal, state, and local laws, rules, regulations, and orders which govern or affect the manufacture, sale, handling, or disposal of the goods or services covered hereunder.

VERSION: 110422

DATE: April 22, 2011