

PURCHASE ORDER TERMS AND CONDITIONS OF SALE

ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING ON ALLIED MECHANICAL UNLESS SPECIFICALLY ACCEPTED BY ALLIED MECHANICAL IN WRITING.

1. **ACCEPTANCE:** Acceptance of this purchase order ("order") is limited exclusively to its terms. An acceptance or confirmation stating additional or differing terms will not be operative as an acceptance unless such differing terms and conditions are approved in writing in advance of any work by an authorized representative of Allied Mechanical ("AMP"). The terms and conditions in this order and any attachments will take precedence over the additional or differing terms added by Vendor, to which notice of objection is hereby given. Neither commencement of performance nor delivery by Vendor, nor acceptance of delivery by AMP shall be deemed or construed as acceptance of Vendor's additional or differing terms or conditions. This order shall be deemed accepted as set forth on the manually prepared portion hereof and these printed provisions, whether transmission is by facsimile transmission, electronic mail, or other means. The terms and conditions set forth herein shall be applicable to the first and all subsequent shipments or deliveries of goods, products or services described in this order.

2. **DELIVERY:** Any delivery date specified shall be the date of delivery to AMP's dock during normal business hours. Delivery is subject to delays caused by federal, state or municipal action or regulation, destruction or damage to the goods, labor disputes, strikes, wars, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God, delays in transportation or delivery, or any other cause beyond the control of Vendor.

3. SHIPMENT, RISK OF LOSS

3.1 Unless otherwise specifically provided in this purchase order, all shipments shall be F. O. B. AMP's plant. Vendor shall have and retain all risk of loss or damage to goods subject to this order until delivered to AMP. Vendor will assure all goods are packed, if appropriate, for shipment and storage in accordance with standard commercial practices.

3.2 Vendor shall be responsible for all additional charges and costs including, without limitation, drayage and other transportation related charges at the F.O.B. point of delivery.

3.3 Title and risk of loss and damage to the goods shall pass to AMP only upon acceptance of the shipment by AMP at AMP's plant.

3.4 Unless otherwise specifically provided in this order, Vendor may use its own choice of method of transportation and carrier. AMP assume no responsibility for insuring shipments unless otherwise expressly agreed in writing as a supplement to the order. All claims for damage and loss prior to delivery, whether apparent or concealed, shall be made by Vendor against the carrier.

3.5 AMP assumes no responsibility or liability for loss or damage to the goods sold pursuant to this order, whether caused by the carrier or any third party to whom goods are delivered at the direction of Vendor.

4. PRICE:

4.1 Prices quoted or acknowledged in this order are firm and may not be increased or modified without written consent of AMP.

4.2 Changes to the specification for goods purchased under this order and requested by AMP after production has commenced will not be charged unless specified by written amendment to this purchase order. No changes will be made without AMP's prior written authorization.

5. MATERIALS ACCESS

5.1 Vendor will allow representatives of AMP and AMP's customers for whom the good and services provided under this purchase order are being manufactured, supplied or performed ("Customers") access to the facilities involved in performing this order for purposes of reviewing the status and progress of production or other work and witnessing and/or performing this order for purposes of reviewing the status and progress of production or other work and for performing audits and inspections. Vendor shall provide and maintain inspection and process control systems acceptable to AMP and its Customers covering the goods or services to be supplied pursuant to this purchase order. Records of all documents for orders accepted by Vendor shall be kept complete and available to AMP and its Customers for a minimum period of 10 years, or as specified in this purchase order.

5.2 Seller shall work within and inspect to tolerances and limitations specified on the drawings and test specification covering the work to be performed pursuant to this order and shall make such tests as are specified in such tests as are specified in such drawings and test specifications. Approvals by AMP of any drawing, designs, specifications or other work by Vendor, whether or not such approvals are allowed or required under this order shall not relieve Vendor of any of its obligations under this order. Vendor shall be responsible for performing the work in accordance with the specific revision or drawings and/or specifications referenced in this order and for notifying AMP in writing if it requires copies of such drawings and/or specifications.

5.3 No substitutions of materials or accessories shall be made without prior consent of AMP, which consent may be withheld by AMP at its sole and absolute discretion.

5.4 All shipments of goods or products subject to this order shall be subject to final inspection and acceptance or rejection by AMP as may be directed by AMP.

6. **WARRANTY:** Products manufactured for or sold to AMP pursuant to this order are guaranteed against defective materials and workmanship under normal use and service, and are further warranted to be fit for the purpose intended and to conform to all plans, specifications or written description provided to Vendor prior to issuance of this order.

7. **TERMINATION:** In the event this order is cancelled or terminated by Vendor prior to completion thereof for any cause other than breach by AMP, or in the event Vendor fails to deliver goods, subject to this purchase order pursuant to specified delivery schedules, such action shall be construed as material breach of the terms of this order and Vendor shall be responsible for all consequential damages suffered by AMP as a result of such breach.

8. **DEFAULT:** in the event of Vendor's default in the terms of delivery, failure of the product to perform or otherwise fail to be fit for the purpose and use intended, or in the event of any other breach by Vendor in fully and completely performing the terms and conditions of sales as specified herein, AMP shall have all the rights and remedies of an aggrieved buyer under the California Uniform Commercial Code and all rights and remedies under other applicable law and this order.

9. MISCELLANEOUS:

9.1 No terms or agreements, other than those herein provided, shall apply unless agreed to in writing by an authorized employee or agent of AMP and Vendor. This order is intended by the parties as a final expression of their agreement and supersedes all prior or contemporaneous understandings, agreements, or communications; and is further intended to supersede any terms and conditions set forth in standard printed portions or subsequent written communications relating to the provisions of this order.

9.2 Any notices hereunder may be given to a party at the address set forth on this order, and shall be deemed received three (3) days after deposited into the United States mail, first class postage prepaid. Five (5) days prior notice of any intended disposition of collateral under the Uniform Commercial Code shall be deemed commercially reasonable.

9.3 The terms and conditions hereof may be modified or deleted only by writing signed by AMP. No course of prior dealings or usage of trade shall supplement or explain any term used in this order.

9.4 Stenographical, typographical, and clerical errors are subject to correction.

9.5 This order shall be governed by the laws of the State of California.

9.6 In the event legal action is initiated in any court of competent jurisdiction to enforce any provision of this order or any other contractual relationships between AMP and vendor relation to the terms and conditions of sale and delivery of the parts, products or services described in this order; the prevailing party in such litigation shall be entitled to reasonable attorney's fees and costs relating to such action.

10. **RIGHT TO ACCESS:** Allied Mechanical, their customers & associated government and/or regulatory agencies shall have the right to access the supplier's facility in all areas associated with this P.O. & access to all documents associated with this P.O.

Supplier