

TERMS AND CONDITIONS

1. Governing Terms. Buyer, by accepting this instrument without written objection, agrees to the terms and conditions of sales set forth herein and agrees that such terms and conditions shall supersede those of the buyer, if any, in all instances where conflict exists.

2. Acceptance of Order. Quotations are for prompt acceptance only, and therefore, are valid for thirty (30) days. An order shall not be binding on Judd Wire Inc. (hereinafter "Judd Wire") until received and accepted by Judd Wire. Orders accepted by us are not subject to cancellation, except with our written consent and upon terms which will compensate us for payment of all expenses, overhead, and a reasonable profit thereon.

3. Shipments and Delivery. Delivery of products shall be F.O.B. Factory unless otherwise specified. Title and risk or loss or damage to goods shall pass from Judd Wire to the Buyer upon delivery by Judd Wire to the possession of the carrier. Any claims for loss or damage after risk of loss has passed as herein provided shall be filed with the carrier by the Buyer.

If, at the request of the Buyer, shipments are postponed more than thirty (30) days, the amount due thereon shall become due thirty (30) days after notice that the items are ready for shipment.

Judd Wire shall not be liable for any loss or damage resulting from reasonable delays in delivery nor for delay in delivery or failure to manufacture due to causes beyond its reasonable control such as acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor materials, or manufacturing facilities. Actual receipt of the products by the Buyer shall constitute a waiver of all claims for delay. In the event of such delay in delivery or failure to manufacture, Judd Wire shall not be required to allocate production and deliveries between customers. JUDD WIRE'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY, FOR ANY CAUSE WHATSOEVER WHETHER BEYOND JUDD WIRE'S CONTROL OR NOT, SHALL NOT INCLUDE DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

Shipping dates are approximate and based on prompt receipt of all necessary information by Judd Wire at its manufacturing facilities. Material in stock is offered subject to prior sale or loss.

Judd Wire reserves the right to over ship or under ship each item by ten percent (10%) unless otherwise specified in writing by the Seller on the face of their Offer.

4. Prices. All prices quoted herein are subject to an addition equal to any tax or charge now existing or hereafter imposed by Federal, State or Municipal authorities upon materials or services herein described, or the production, sale, storage, distribution, or delivery thereof, or upon any feature or this transaction. Judd Wire reserves the right to correct all typographical or clerical errors which may be present in the prices or specifications contained herein.

5. Payment & Credit. Each shipment shall be a separate transaction and payment shall be made accordingly. Unless otherwise agreed in writing, payment for products or services shall be made on the basis of net 30 days from the date of invoice. If, in the exclusive judgement of Judd Wire, the financial condition of the Buyer at any time does not justify the commencement of continuance of production or shipment on the terms specified herein, Judd Wire may, in addition to all other remedies it may have at law or in equity, make a written demand for full or partial payment in advance, suspend its performance until such payment is made, and cancel the Buyer's order if such payment is not received by Judd Wire within thirty (30) days after delivery in person or mailing of such demand by Judd Wire.

Service Charge. Buyer agrees to pay a service charge of the lesser of 1-1/2% per month or the maximum allowed by applicable law on all unpaid amounts after due date.

6. Inspection and Acceptance. Material must be inspected and accepted at Judd Wire's factory. If the Buyer does not wish to incur the expense of sending a representative to the factory to inspect material at the time of shipment, Judd Wire will, if requested by Buyer, furnish certified reports to the Buyer that material was inspected and was found to have met the specifications in every way. In the event that Buyer neither inspects material nor requests such certified reports, the material will be deemed accepted by buyer upon shipment.

7. Credit Returns. No material will be accepted for credit or exchange unless its return has been authorized by Judd Wire in writing prior to shipment.

8. Procedure for Claims. Claims for shortages must be made within ten (10) days after receipt of material by Buyer. Absence of such notice constitutes a waiver by Buyer on all claims for shortages.

Claims for defective material must be made within thirty (30) days after receipt of material by Buyer. Absence of such notice constitutes a waiver by Buyer of all claims for defects. Defective material may not be returned until inspected by Judd Wire, at Buyer's facility, and only when specific written instructions are given by Judd Wire.

Return Goods Authorization. Granting the customer the "Authority" to return goods will not be construed to signify the acceptance of the goods themselves or of all the customer's claim, but will only signify "Authority" to physically return the goods so that they may be re-inspected, and so that proper disposition of the customer's claim may be made after such inspection. Judd Wire reserves the right to return the goods to the customer, after such inspection, with no credit to the customer, and with the customer to bear all handling

and transportation charges, "Authorization" to a customer to return goods requires the use of the least expensive mode of transportation available, unless otherwise specifically indicated on the Return Goods Authorization. The maximum time between the original shipment of the goods and the request for "Authority" to return goods by the customer shall in no case exceed thirty (30) days. No replacement order will be processed until final disposition has been made for the returned goods by the Judd Quality Assurance Department. No credit will be given or accounting entry made until such final Quality Assurance disposition has been made by Judd Wire.

9. Warranty. Judd Wire warrants only that all material manufactured by it (but not by others) shall be within Judd Wire's standard limits of tolerances and variations or such limits of tolerances and variations as the Buyer and Judd Wire may agree upon in writing. Judd Wire agrees to repair or replace any material manufactured and sold by it which is returned by the Buyer (subject always to Paragraph 8 hereof), transportation charges prepaid, and which examination by Judd Wire proves not to be within the aforesaid limits of tolerances and variations, provided written notice of any such defect describing the same is given Judd Wire within thirty (30) days from the date of shipment.

THE RESPONSIBILITY OF JUDD WIRE WITH RESPECT TO ANY SUCH DEFECT IN PRODUCTS SOLD IS LIMITED TO SUCH REPAIR OR REPLACEMENT AND JUDD WIRE SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO ANY SUCH DEFECTS WITHOUT IN ANY WAY LIMITING THE FOREGOING. IN NO CASE SHALL THE LIABILITY OF JUDD WIRE UNDER ANY WARRANTY, EXPRESS OR IMPLIED, OR FOR ANY REASON WHATSOEVER, ARISING OUT OF THIS SALE EXCEED THE VALUE OF THE MATERIAL SOLD HEREUNDER.

JUDD WIRE MAKES NO WARRANTIES REGARDING MATERIAL MANUFACTURED BY IT OR BY OTHERS (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT OF ANY PATENT), EITHER EXPRESS OR IMPLIED, EXCEPT AS PROVIDED HEREIN.

10. Patents. With respect to all items for which the Buyer furnishes the design as specifications, the Buyer agrees to indemnify Judd Wire and hold it harmless from all legal expenses which may be incurred by, and all damages and costs which may be assessed against Judd Wire in any action or infringement of any United States Letters Patent by such items sold hereunder. Judd Wire will promptly inform the Buyer of any such claims made against it and Judd Wire will cooperate with the Buyer in every reasonable way to facilitate the defense of any such claim. No license is granted or implied to any process patent owned, licensed or controlled by Judd Wire, its subsidiaries or affiliates.

11. Tools and Dies. Unless otherwise specified in writing on the face of this Offer, Judd Wire shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures, and tools made for or obtained for use in connection with this order.

12. Changes. Judd Wire assumes no responsibility for any changes requested by Buyer in specifications relating to the material purchased hereunder unless such changes are confirmed in writing by Buyer and accepted in writing by Judd Wire. Any increase in price resulting from such changes shall become effective immediately upon Judd Wire's acceptance of such changes. Notwithstanding the foregoing, Judd Wire reserves the right to modify the specifications of any item subject to this order, whether established by the Seller or the Buyer, providing that the modifications will not materially affect the performance of the item.

13. Modification of Terms. This Sales contract constitutes the final, complete, and exclusive statement of representations made by Judd Wire and Judd Wire shall not be bound by any representations, promises or inducement or any kind unless set forth therein. This agreement constitutes the entire contract between the parties and no waiver, alteration, or modification of any of the provisions of this contract shall be binding on Judd Wire unless in writing and signed by a duly authorized representative of Judd Wire and the Buyer.

14. Assignment. The Buyer may not assign the rights or duties under this contract of sale without the prior written consent of Judd Wire.

15. Advice by Judd Wire. The giving or failure to give advice or recommendations of any character by Judd Wire shall not give rise to any liability on the part of Judd Wire.

16. Disputes. All disputes which may arise during or from the execution of the order shall be submitted for decision to a competent Court in the state in which the manufacturing facility of Judd Wire is located. Judd Wire reserves the right, however, to bring any claim it may have against Buyer before any other court.

17. Waivers. No waiver by Judd Wire of any breach of any provision hereof shall constitute a waiver of any other breach of any provision hereof.

18. Legal Construction. The validity, construction and performance of this contract shall in all respects be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, United States of America.