ACCEPTANCE - Acceptance by Seller of Buyer’s purchase order shall be limited to all the terms and conditions hereof, both expressed and implied. This order may be accepted only by Seller’s written acknowledgement of the order. Any additional or different terms or conditions that may be proposed by Seller are hereby rejected and shall not become a part of the purchase agreement without Buyer’s written consent. On items purchased based on drawings of Buyer, no deviations from the drawing specifications shall be permitted without Buyer’s written consent. All drawings and specifications hereunder are to be used in conjunction with any product of Buyer. Seller shall notify Buyer as far in advance as commercially reasonable when changes are planned to Seller’s standard product. If Seller shall, instead of making written acceptance of this order, ship any goods by or furnish any services to Buyer, such acceptance of such shipment shall be deemed unless otherwise specifically agreed to in writing by Buyer, acceptance of such delivery or service to constitute acceptance and consent to the terms and conditions hereof.

PRICE - In the event that subsequent to the date of, but prior to the date of Seller’s fulfillment of, this order Seller shall reduce the price of the goods and/or services of the kind or quality of the goods and/or services which are the subject of this order, such price reduction shall apply to this order. If no price is specified herein, the price shall be no higher than that which Seller last previously quoted or charged Buyer for goods of like kind and quality or quality equivalent thereto and their price shall not be increased except as to any goods and/or services ordered hereby, the price shall be the lowest price charged by Seller to any buyer for goods and/or services of like kind and quality from the date hereof until date of delivery.

WARRANTIES - Seller warrants that all goods and/or services provided by it (i) shall be of good quality and perfect in every respect and fit and capable for the purposes intended by Buyer; (ii) shall conform to Seller’s drawings, specifications and samples furnished or otherwise approved by Buyer; (iii) shall be merchantable and of good working order; (iv) shall be fit for the purposes intended by Buyer; (v) comply with all laws, rules, regulations, specifications, codes, standards and recommendations of any governmental bodies having jurisdiction over the goods and/or services; (vi) shall be free of any claim of any third party, whether or not Seller is a merchant of such goods and/or services; (vii) shall be delivered free of all liens, encumbrances and security interests; (viii) have been manufactured in such places of manufacture as shall be designated by Buyer; (ix) shall be manufactured in accordance with Buyer’s drawings, specifications and samples furnished, or otherwise specified by Buyer; (x) are not contaminated by any material which may be hazardous to the environment; (xi) are not subject to any foreign patent, trademark, trade secret or other proprietary rights of any kind; (xii) do not incorporate any Conflict Minerals originated in the Democratic Republic of the Congo, the Central African Republic, or the People’s Republic of the Congo that were, at the date of manufacture or importation, not conflict-free; (xiii) are not covered by a certificate of origin that claims to be from a conflict-free country or region; (xiv) do not contain human rights abuses; (xv) are not in violation of the EICC-GeSI Conflict-Free Smelter Standard; (xvi) are certified as conflict-free; (xvii) do not contain the specified minerals originating from the Democratic Republic of the Congo and the neighboring countries of Angola, Burundi, Central African Republic, Democratic Republic of the Congo, Rwanda, South Sudan, Uganda, United Republic of Tanzania, The Republic of the Congo or Zambia, unless the Conflict Minerals are processed by a facility listed as compliant pursuant to the EICC-GeSI Conflict-Free Smelter Program, (xviii) are located in a country that is a member of the London Convention, (xix) are not from mines in the Democratic Republic of the Congo (DRC) or the neighboring countries of Rwanda, Burundi, Sudan, Central African Republic, South Sudan, and Uganda, (xx) are not from mines in the DRC that have been certified as conflict-free under the standards outlined in the EICC-GeSI Conflict-Free Smelter Program. The Conflict Minerals are hereby rejected and shall not become a part of the purchase agreement without Buyer’s prior written consent. Any attempt by Seller to resell, repackage, reprocess or otherwise sell or deliver any such Conflict Minerals to Buyer shall result in immediate cancellation of this order. Seller agrees to provide Buyer with an insurance certificate containing a full description of the insurance to cover any loss or damage caused by negligence of the Seller or its subcontractors that results in injuries to persons or damage to property, including damage to the merchandise being shipped.

DISCLOSURE OF INFORMATION - Seller agrees to provide full information concerning the use of Conflict Minerals in the manufacture of the goods and/or services contemplated by this order and all pertinent information concerning the source of the Conflict Minerals used in such manufacture. Buyer shall be notified of any such use and shall have the right to inspect the Seller’s equipment and facilities at any time during Seller’s normal business hours. Seller shall cooperate with Buyer and its sub-suppliers to ensure traceability of Conflict Minerals at least to smelter or refiner level, to the extent required by law or regulation.

TERMS OF PURCHASE

INVOICING - Seller shall mail invoices in duplicate, together with the bill of lading, on the date of shipment of goods. Unless written notice to the contrary is given by Buyer to Seller prior to shipment, all invoices for goods shipped shall be tendered by and payable to Seller. If prepaid transportation charges are for Buyer’s account, the invoice must be supported by the prepaid transportation receipt. If transportation in common carriers is involved, Seller shall bear all risk of loss or damage and shall prepare all such goods for transportation in accordance with Buyer’s instructions.

COMPLIANCE WITH LAW - Seller warrants that its performance hereunder shall comply with all applicable federal, state and local laws, rules, regulations, administrative and executive orders and pertinent governmental procurement regulations, including, without limitation the Fair Labor Standards Act of 1938, as amended. Each invoice for goods must certify that the goods invoiced were produced in accordance with said Act, as amended. Seller further represents that it is aware of the U.S. Foreign Corrupt Practices Act (“FCPA”), and that it will not perform any actions giving rise to liability to Buyer or itself under the FCPA or any law of Seller’s place of manufacture. If goods ordered hereunder are to be used in a place of employment of Buyer, Seller warrants that such goods comply with the Occupational Safety and Health Act of 1970 and with any then applicable standards and regulations thereunder. Seller agrees to indemnify Buyer for any loss sustained by reason of Seller’s failure to comply with any applicable federal, state and local laws, rules, regulations, administrative and executive orders.

Conflict Minerals - Seller warrants that, to its knowledge after reasonable inquiry, no tantalum, tin, tungsten, or Wolframite (or gold) containing conflict minerals (as defined in regulations promulgated under the U.S. Foreign Corrupt Practices Act, as amended), copper, cobalt, or gold were used in any of the subject goods manufactured by Seller. Seller further warrants that all conflict minerals were purchased from responsible sources, and that all parties in the supply chain have undertaken due diligence as required by the U.S. Treasury Regulations under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”). Seller also warrants that it has the capability to ensure that all relevant parties in its supply chain comply with the requirements of the U.S. Treasury regulations under the Dodd-Frank Act and future applicable regulations. Buyer shall cooperate with Seller and provide such information as Buyer reasonably requests to ensure that Seller complies with all such requirements. Buyer also warrants that it has the capability to ensure that all relevant parties in its supply chain comply with the requirements of the U.S. Treasury regulations under the Dodd-Frank Act and future applicable regulations.

CHANGES - Buyer reserves the right at any time prior to shipment to make changes as to: (a) specifications of any goods to be specifically manufactured for Buyer; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery, and (e) reduce, increase or cancel the quantities ordered. If any change causes an increase or decrease in the cost of or the time required for performance of this order, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Seller for additional cost or delay in performance made as a result of any change herein shall be made within ten (10) days from receipt by Seller of the change order. Buyer may cancel this order in whole or in part at any time for Buyer’s convenience. Upon any cancellation by Buyer, Seller shall be charged only (i) the allocable part of price for conforming goods delivered and services performed, and (ii) Seller’s actual cost for undeclared goods and services for not performed.

DISCLAIMER OF WARRANTIES - Seller hereby disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

TERMS OF PURCHASE

CANCELLATION AND REMEDIES - Buyer may cancel this order in whole or in part if (i) the goods and/or services furnished do not conform to the warranties herein; (ii) Seller fails to make deliveries as provided herein; (iii) Seller breaches any other term, condition or covenant herein; (iv) any representation by Seller proves to have been false when made; or (v) Seller is insolvent, a petition is filed for reorganization of Seller or for its adjudication as a bankrupt, Seller makes an assignment for benefit of creditors, a receiver or trustee is appointed for any of Seller’s assets, or any other type of insolvency proceeding or formal or informal proceeding for the dissolution, liquidation, or winding up of affairs of, Seller, is commenced. In the event any such cancellation, Buyer shall have the right, in addition to its other rights; (i) to refuse to accept delivery of goods and/or performance of services; (ii) to return to Seller any goods already delivered and to recover all payments made therefor and for expenses incurred thereto; (iii) to recover any advance payments to Seller for undeclared goods and/or services not fully performed; and (iv) to purchase elsewhere and charge Seller with any additional cost resulting therefrom. Buyer’s right to return to Seller any goods already delivered or to charge Seller with any additional cost resulting therefrom does not preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of Buyer hereunder are cumulative. No course of prior dealings between Buyer and Seller and no usage of the Seller and any course of dealing or usage of trade or any other evidence of agency of the Buyer or Seller and no course of prior dealings between Buyer and Seller and any course of dealing or usage of trade or any other evidence of agency of the Buyer or Seller shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All remedies and rights of Buyer hereunder are cumulative. No course of prior dealings between Buyer and Seller and no usage of the trade shall be relevant to supplement or explain this Agreement. This order and any agreement resulting herefrom constitutes the entire agreement between Seller and Buyer, superseding all previous understandings and writings regarding this transaction. This order and any agreement resulting herefrom cannot be modified or amended without the written consent of Buyer. This order and any agreement resulting herefrom shall be governed by and under the laws of the State of New York. Any action to enforce any right or remedy under this order and any agreement resulting herefrom shall be brought and prosecuted in a court located in Buffalo, New York or the Western District of New York as is provided by law, and Seller and Buyer consent to such jurisdiction.