

BRITECH, INC
TERMS AND CONDITIONS OF PURCHASE

1. **OFFER CONDITIONED UPON ACCEPTANCE** - This Purchase Order is an offer by Britech, Inc. to purchase from the seller ("Seller") those goods and/or services described on the face hereof. Britech reserves the right to withdraw this Purchase Order at any time before its acceptance by Seller. This offer is made subject to the terms and conditions set forth on the face hereof and on this reverse side and no additional or different terms offered by Seller (including any such terms in response hereto) shall become a part of the agreement of sale between Seller and Britech unless such terms have been expressly approved in writing by an authorized agent of Britech. Acceptance of this offer is expressly limited to the terms hereof. If this Purchase Order has been issued by Britech in response to a written offer or quotations made by Seller, Britech's acceptance of Seller's offer is expressly conditioned on Seller's assent to the additional or different terms set forth herein. If these terms and conditions are not acceptable, Seller shall notify Britech in writing at once. The starting of work or the beginning of performance of this contract by Seller shall constitute acceptance of this contract and acceptance of the terms and conditions of this Purchase Order; provided, however, that Britech reserves the right to cancel this contract without further liability if Seller fails to provide written acknowledgment of this Purchase Order to Britech. All specifications, drawings and data submitted to Seller with this Purchase Order are hereby incorporated into and made a part of this Purchase Order.
2. **ASSIGNMENT** - Seller may not assign or delegate rights or duties under this contract without Britech's written consent.
3. **CHANGES** - Britech reserves the right at any time to make changes in any one or more of the following: (a) Specifications, drawings and data incorporated in this Purchase Order where the goods to be furnished are to be specially manufactured for Britech; (b) Methods of shipment or packing; (c) Place of delivery; and (d) Time of delivery. If any such change causes an increase or decrease in the cost of or the 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 shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change. Price increases or extensions of time shall not be binding on Britech unless authorized in writing by Britech.
4. **DELIVERY - TIME IS OF THE ESSENCE IN THIS CONTRACT** - If delivery of items or rendering of services is not completed by the time promised, Britech reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge the Seller with any loss incurred. Shipments sent C.O.D. without Britech's written consent will not be accepted and will be at the Seller's risk. Shipments will be F.O.B. the location indicated on the front of the Purchase Order.
5. **PACKING/PACKAGING** - All packing and packaging shall comply with good commercial practice and applicable carrier tariffs and shall consist of suitable containers for optimum protection of the materials and for in-plant handling and storage. Britech shall assume no responsibility for goods received in damaged condition. Risk of loss shall pass to Britech upon delivery of the goods to Britech's designated destination.
6. **TRAFFIC ROUTING** - Any losses resulting from deviation from Britech's routing instructions will be charged to Seller's account and may be set off against monies due to Seller under this agreement. Britech reserves the right to specify routing on all materials sold F.O.B. point of shipment. If unrouted by Britech, the Seller shall move the material by the most economical route.

7. QUANTITIES - Shipments must equal exact amounts ordered, unless otherwise agreed in writing. Materials shipped in excess of quantities ordered may be returned at Seller's expense.

8. INSPECTION - Goods purchased hereunder are subject to inspection and approval at Britech's destination. Britech reserves the right to reject and refuse acceptance of goods which are not in accordance with the instructions, specifications, drawings and data or Seller's warranty (express or implied). Britech may charge Seller for the cost of inspection of merchandise rejected. Goods not accepted will be returned to Seller at Seller's expense, including transportation and handling costs. Payment for any goods shall not be deemed an acceptance thereof. Goods taken shall not be deemed finally accepted until after installation, inspection and use, and the goods are found to be in accordance with specifications of Britech and all representations of Seller.

9. REWORK ON DEFECTIVE PARTS - When Britech's production schedule in Britech's judgment requires Britech to perform additional work or rework on defective or incorrect parts to make them usable to Britech, Seller agrees that Britech may perform such work at the expense of Seller, and that the performance of work on such parts by Britech shall in no way invalidate any warranty of quality of the material.

10. WARRANTY - By accepting this order, Seller hereby warrants that the goods and services to be furnished will be in full conformity with Britech's specifications, drawings and data, or Seller's samples, and that goods furnished pursuant to this Purchase Order will be fit for the use intended by Britech, merchantable, of good material and workmanship and free from defects. Seller agrees that this warranty shall survive acceptance of the goods. These warranties shall be in addition to any warranties of additional scope given to Britech by Seller or implied by law. Seller will indemnify, defend and hold harmless Britech against any and all liabilities whatsoever for damages and/or injuries which may be incurred by Britech by virtue of defective materials or workmanship in articles or materials supplied hereunder, or for any breach of the warranty obligations set forth herein, including all costs and reasonable attorney's fees incurred by Britech in securing this indemnity. This warranty and indemnity obligation shall run to Britech, its successors, assigns, and customers and the users of its product.

11. PRICE - Britech shall not be billed at prices higher than those stated on this Purchase Order unless authorized in writing by Britech. Seller agrees that any price reduction made in goods covered by this Purchase Order subsequent to the placement of this order will be applicable to this order. No extra charges for boxing, crating, freight, storage or other services will be accepted with respect to this Purchase Order without the written approval of Britech.

12. DISCOUNT - The cash discount period will date from receipt of invoice or receipt of material, whichever is later. The cash discount period on incorrect invoices, or invoices without necessary documents will date from receipt by Britech of corrected invoices or documents.

13. PROPERTY FURNISHED TO SELLER BY BRITECH - Unless otherwise agreed in writing, all special dies, molds, patterns, jigs, fixtures and any other property furnished to Seller by Britech, or specifically paid for by Britech, for use in the performance of this contract shall be and remain the property of Britech, shall be subject to removal upon Britech's instruction, shall be used only in filling orders from Britech, shall be held at Seller's risk, and shall be kept insured by Seller at Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to Britech. Copies of policies or certificates of such insurance will be furnished to Britech on demand.

14. PATENTS - Seller undertakes and agrees to defend at the Seller's own expense all suits, actions or proceedings, in which Britech, any of Britech's distributors or dealers, or the users of any of Britech's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of goods purchased pursuant to this Purchase Order (except infringement necessarily resulting from adherence to specifications or drawings, other than those of Seller's design or selection, originally submitted to Seller by Britech) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.

15. FORCE MAJEURE - Fires, accidents, labor disturbances, war conditions, nuclear incidents, governmental acts, laws or regulations, cessation of operations of any of Britech's plants for any reason, or other causes beyond the control of the parties rendering Seller unable to deliver or Britech unable to receive the items covered by this Purchase Order, will permit Britech, at its option, to cancel this Purchase Order by written notice to Seller without liability to Britech to Seller for such cancellation, if such cause continues for more than thirty (30) days.

16. INSOLVENCY - Britech may cancel this Order without liability for the undelivered portion of the items ordered hereunder in the event Seller becomes insolvent, or makes an assignment for the benefit of creditors or there is filed by or against Seller a petition of bankruptcy, receivership, or reorganization proceedings.

17. LIMITATION OF LIABILITY - Britech shall not be liable for any indirect, incidental, special or consequential damages of any sort. Without limitation of the foregoing, in no event will Britech be liable to Seller for any damages in excess of the purchase price to be paid by Britech hereunder.

18. CONFIDENTIAL AND PROPRIETARY INFORMATION - This Purchase Order is a matter of confidential information. Seller will protect confidentiality of this Purchase Order and Seller acknowledges that information on this Purchase Order is furnished by Britech on the understanding that it may and will only be used for the purpose of satisfying this Purchase Order.

19. RESPONSIBILITY - If Seller, either as principal or by agent or employee, enters upon the premises or property of Britech in order to do any work hereunder, including but not limited to construction, erection, inspection, delivery servicing or repairing, Seller shall save, defend and hold Britech harmless from and against all liability, claims and demands and all costs and expenses in connection therewith on account of personal injuries, including death, or property loss or damage to others (including Seller and employees and invitees of Seller and of Britech) arising out of or in any manner connected with the performance of such work, and caused by the negligent or willful act or any omission to act of Seller. Seller shall also procure and carry insurance that may be required by any Workmen's Compensation Act or similar liability act. Seller shall procure and maintain such other insurance in connection with the work as Britech shall specify.

20. REMEDIES AND WAIVER - All remedies provided for in this Purchase Order are cumulative and are in addition to any other remedies provided at law or in equity. A waiver of compliance with these terms and conditions by Britech will not be construed as a waiver of compliance in the future.

21. TERMINATION - Britech may at any time demand that Seller terminate work on this order. In the event such termination is not due to the default or breach of Seller hereunder, any claim arising out of such termination shall be settled exclusively by Britech's reimbursing Seller for documented costs actually and properly incurred by Seller for the purchase, assembly or manufacture of the goods (with due allowance for their salvage value after Britech has had full opportunity to recommend disposition). In the event such

termination is due to the default or breach of Seller hereunder, Britech shall have no liability to Seller and Britech shall have all rights and remedies against Seller provided under this Purchase Order or by applicable law.

22. OSHA ACT - Supplier agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and certifies that all items furnished under this Purchase Order will conform to and comply with standards and regulations. Seller further agrees to defend, indemnify and hold harmless Britech for all damages assessed against Britech as a result of Seller's failure to comply with the Act and the Standards issued thereunder, and/or for the failure of items furnished under this Purchase Order to so comply.

23. TAXES - Federal, State or Local taxes applicable to the goods or services furnished hereunder or the sale, purchase, transportation use or possession thereof shall be included in the agreement price and separately stated on any invoice rendered to Britech. If Britech furnishes Seller an exemption certificate, or any other similar proof of exemption, with respect to any Federal, State or Local tax included in said invoice, an appropriate adjustment shall be made to the agreement price to eliminate the imposition of such tax upon Britech.

24. COMPLIANCE WITH LAW - In accepting this order Seller represents that it has and will continue during the performance of this order to comply with the provisions of all Federal, State and Local laws and regulations from which liability may accrue to Britech from any violation.

25. NON-DISCRIMINATION IN EMPLOYMENT - In accordance with Executive Order 11246, the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act of 1974, Seller agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap or veteran status. Seller shall take affirmative action to ensure that equal employment opportunity is implemented in employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. All other applicable provisions of the Rules and Regulations of the Office of Federal Contract Compliance are incorporated herein by this reference thereto.

26. GOVERNING LAW, JURISDICTION AND VENUE - The contract between the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be deemed entered into at Buyer's place of business. The parties agree that any controversy arising under the contract herein shall be determined by the Courts of the Commonwealth of Pennsylvania, and both parties hereby submit and consent to the jurisdiction of said Courts and agree that venue for any action arising hereunder shall lie in Lehigh County, Commonwealth of Pennsylvania.

27. CONFLICT MINERALS – Seller represents and warrants that (i) Seller has conducted a review of the goods or materials to be sold hereunder to determine if any of them contain Conflict Minerals (as defined herein, "CM"), (ii) Seller maintains due diligence program with respect to CM and has conducted due diligence on the country of origin of any CM in the goods or materials sold hereunder, and (iii) the goods or materials sold hereunder do not contain CM except as had been disclosed in writing by Seller to Buyer on a current version of the Conflict Minerals Reporting Template ("CMRT") developed by the Conflict Free Sourcing Initiative ("cfsi") <http://www.conflictreesourcing.org/>. Seller shall provide prompt written notice to Buyer in the event of any change with respect to the foregoing representations and warranties and shall provide an updated CMRT promptly in the event of any such change and, in any event, each March 1 during the term of this contract. Notices and CMRT(s) shall be sent to Britech, Inc., 775 Roble Road, Allentown, PA 18109, ATTN: President. Seller shall "flow down" the requirements of this paragraph to its vendors, supplier

and subcontractors and require that they provide similar representations and warranties (and CMRT's) to Seller with respect to any goods and materials that may be included in the goods and materials sold hereunder. Seller shall maintain complete and accurate records with respect to its obligations hereunder for a minimum period of 7 years, and Buyer shall have the right upon written request to inspect and audit such records. For purposes of the paragraph, the term "Conflict Minerals" shall mean gold, columbitetantalite (coltan), cassiterite and wolframite, including their derivatives, which are tantalum, tin, tungsten or any mineral determine by the Secretary of State of the United States of America to be financing conflict in the Democratic Republic of the Congo or an adjoining country.