

TERMS AND CONDITIONS

This purchase order is subject to the following terms and conditions and those stated by Buyer on the face hereof. In the event of an inconsistency between the standard terms and the terms on the Purchase order, the latter shall prevail. For the purpose of this purchase order, Anco Tool & Mfg / WireTech shall be referred to as "BUYER" the vendor or the supplier shall be referred to as "SELLER", and the materials, services, products, articles, or other items covered hereby shall be referred to as "SUPPLIES". Objection to any terms and conditions contained herein shall be deemed to have been waived if written notice of such objection is not received by the Buyer within ten days of the purchase.

1. Warranties
 - a) Quality
Seller hereby expressly warrants for the period of twelve months after acceptance that all materials or service covered by this order shall conform in every respect to all specifications, drawings, samples and any other description furnished or adopted by Anco Tool, and shall be of best quality and fit and sufficient for the purposes intended, merchantable and free of defects of material and workmanship.
 - b) Title
Seller warrants that seller is the sole owner and has undisputed title to the supplies, free of liens and encumbrances.
2. Changes and Modifications
 - a) Buyer may at any time by written order make changes in the delivery and packing instructions, increase or decrease the quantity ordered, or change the drawings and/or specifications. If any such change causes a variation in the cost of furnishing the supplies covered hereby or in the time required to perform this order, an equitable adjustment in price and /or delivery schedule shall be made. Any claim for adjustment under this section must be asserted within ten (10) days from the date the change is ordered.
 - b) Seller may not alter, change or modify any of the terms or conditions of this purchase order without the written consent of Buyer.
3. Assignments
No assignments of this order of any monies due or to become due hereunder shall be binding upon Buyer until its written consent thereto is obtained. Buyer reserves the right to assign this order in whole or in part to the United States Government.
4. Sub-Contracting
Seller shall not sub-contract this purchase order without the prior written consent of Buyer.
5. Packing
Unless otherwise indicated, the purchase order prices set forth herein shall include all charges for packaging, packing or transportation to destination.
6. Delivery
Delivery shall be made in strict compliance with the schedule set forth herein A Certificate of Compliance must accompany each shipment. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Buyer's delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer in excess of 30 days in advance of schedule may be returned to Seller at Seller's expense. The quantity of material ordered must not be exceeded without our written permission. Seller will not be liable for damages, delays in delivery due to cause beyond its reasonable control. If seller, however, for any reason does not substantially comply with Buyer's delivery schedule, Buyer may cancel without cost. Shipments must be made via the method specified in the purchase order. Seller shall be responsible for shipping costs if alternate method is utilized to meet Buyer's schedule. Shipments are not to be insured unless authorized by Buyer.
7. Default
The buyer may in addition to the other remedies, by written notice of default to the Seller, terminate the whole or any part of this order in any one of the following circumstances:
 - A) If the Seller fails to perform any of the provisions of this order, or
 - B) If the Seller so fails to make progress to endanger performance of this order in accordance with its term, and in either of the above two circumstances does not cure such failure within a period of ten (10) days after receipt of notice from the Buyer specifying such failure. In the event the order is terminated as provided herein, Buyer may repurchase supplies similar to those terminated and Seller shall be liable for any excess costs incurred by the Buyer.
8. Inspection
Seller represents and warrants all work done and supplies furnished under this purchase order shall be subject to interim and final inspection, tests and rejection by Buyer, or his representatives at all times and places, both during manufacture and within ninety (90) days of arrival at destination. Seller agrees to allow Buyer and or their customers free access to its plant and operations if requested for the purpose of inspection. Seller agrees promptly and at its own expense to correct, repair or replace any supplies found non-conforming or defective and rejected on any such inspection. Seller will be responsible for cost of all inspections required over and above established Quality Control percentages. Acceptance of any items by Buyer shall not be deemed to alter or affect the obligations of Seller or the rights of Buyer and its customers under the Warranty Clause. Seller shall provide and maintain a quality control system acceptable to the Buyer's Quality Control department.
9. Product End of Life
Seller is responsible for providing the buyer and end of life (EOL) notification on any product ordered from the seller within the last 360 calendar days. Notification must be 180 working days prior to the last time order date of the EOL product and one year from the last time shipment date. Failure to provide this notification entitles the buyer to continue the ordering and purchasing of the specific product for the time periods described above.
10. Rejection
Buyer shall notify Seller if any items delivered hereunder are rejected and at Buyer's election and Seller's risk and expense, such items shall be held by Buyer or returned to Seller, no replacement or correction of defective items shall be made by Seller unless agreed to in writing by Buyer. Seller shall furnish a Failure Analysis Report on all returned goods.
11. Waiver
Partial or full payment by Buyer shall not constitute or effect a waiver by it of any of its rights hereunder. No delay or failure on the part of the Buyer, in exercising any rights under this order and no partial or single exercise thereof, shall constitute a waiver of such rights or any other rights of Buyer.

12. Insurance

During the performance of work under this order, Seller should take all necessary precaution to prevent the occurrence of any injury to any person or property. During the progress of such work and except to the extent that any such injury is due solely and directly to Buyer's or its customers negligence, as the case may be, Seller shall indemnify Buyer against all loss which may result in any way from act or omission of Seller, its agents, employees, or sub-contractors, and Seller shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect Buyer from said risks and claims under any applicable Workmen's Compensation and Occupational Disease Acts. Seller agrees to carry fire and extended coverage insurance and be responsible for any of Buyer's property while in Seller's possession, and agrees to maintain same in good condition and to return or dispose of same only in accordance with Buyer's instructions.

13. Compliance with Applicable Laws

Seller agrees that in the performance hereof, it will comply with all applicable laws, statutes, rules, regulations, or orders of the U.S Government or any State or Political Sub-Division thereof, and same shall be deemed incorporated herein by reference. Any specific mention herein of any particular law, statute, rules, regulations or orders shall not be deemed by way of limiting the generality of this paragraph or relieve Seller of its obligations under any applicable law, statute, rule, and regulation order. The Seller will furnish appropriate certificates of such compliance promptly upon request of the U.S Government or Buyer.

14. Patent Protection

Seller guarantees that the sale or use of any or all supplies delivered hereunder will not infringe any U.S. patent, that Seller will at its own expense defend any action, suit, or claim in which a patent infringement is alleged against Buyer, its subsidiaries or affiliated companies, with respect to the sales or use of said supplies; and that Seller will save harmless the Buyer, its successors, assigns, agents, and customers from any loss, damage or liability which may arise or be incurred on account of such infringement or such alleged infringement unless said supplies are produced in accordance with Buyer's designs or specifications.

15. Materials Furnished by Buyer

Buyer shall retain title to any designs, sketches, drawings, blueprints, patterns, dies, models, molds, tools, specifications, special appliances and materials furnished by the Buyer in connection with this order. They shall be confidential, marked as property of Buyer and retained by Seller on consignment subject to examination by Buyer. They shall be held at Seller's risk and shall be replaced by Seller if lost, destroyed or damaged. They shall be maintained by the Seller and in condition in which they were received, except for reasonable wear, tear and except to the extent that such property has been incorporated in items delivered under this order, or has been consumed in normal performance of work under this order. It is the seller's responsibility to notify the buyer of any conditions that may exist with buyer's property that may jeopardize the buyer from completing its contractual requirements with their customers. Notification to the buyer of any condition that may exist must be made in sufficient time to complete all of the sellers' obligations within the buyers required delivery dates. Any additional expenses incurred by the buyer for improper notification will be at the seller's expense.

16. Termination

Buyer reserves the right to cancel for any reason all or any part of this order without liability except to pay:

- a) The contract price for items fully completed whether delivered or undelivered prior to notice of cancellation, except that in the event the contract price for any undelivered item is based F.O.B Buyer's plant, the transportation charges to Buyer's plant shall be deducted from the contract price.
- b) All proper costs (which shall be determined in accordance with good accounting practice and shall be subject to audit by Buyer) therefore incurred by Seller in connection with items uncompleted when notice of cancellation is given.
- c) The amount to be paid by Buyer should not be in duplication of any prior payments nor shall the sum of payments exceed the total contract price. All property for which reimbursement is sought hereunder or which has been purchased for the performance of this order shall be the property of Buyer. After receipt of notice of termination, Seller shall submit any claim in respect to the work terminated to the Buyer, but in no extent shall any claim be submitted later than six (6) months from the date of termination.

17. Blanket Purchase Order

If material purchased is covered by a blanket purchase order, no shipment can be made or invoice issued until a purchase order release is issued. Unauthorized shipments will be returned or held at shipper's risk and expense.

18. Interpretation

The contract resulting from the acceptance of this purchase order is to be construed in accordance with the laws of the state of Connecticut. All rights and remedies of Anco Tool & Mfg under this contract shall be cumulative and in addition to all other legal rights and remedies of Buyer.

19. Equal Opportunity

The provisions of section 202 of Executive Order 11246, as amended for the Affirmative Action Clause for the Handicapped, 41 CFR-60-741.4; the Affirmative Action Clause for the Disabled Veterans and Veterans of the Vietnam Era 41 CFR-60-250.4; relative to equal employment opportunity, the Utilization of Minority Business Enterprise Clauses 41-CFR-1-11410-2; and the Utilization of Small Business Concerns Clauses 32 CFR-7-104.14 and 41 CFR 1-1.7103; and the rules and regulations issued thereunder are all hereby incorporated herein.

20. Safety and Health

Seller warrants that in the performance of this contract, it will comply with the Occupation Safety and Health Act of 1970, as amended, 29 United States Code Section 621.

21. Year 2000 Compliance

Seller expressly warrants and represents to Anco Tool that all products supplied to Anco Tool, and any computer systems utilized by the Seller in its operations, are "Year 2000" compliant. Seller further certifies that all products provided and computer systems utilized will be able to fully, consistently, and effectively achieve all functions, on dates before, during and after January 1st 2000, in the same manner and with the same effectiveness as such functions are currently being performed. Seller shall be liable for any costs incurred by Buyer or its customers because of supplies received that are not Year 2000 compliant.

22. Supplier Quality Requirements

The seller is responsible for adhering to documented Anco Tool & Mfg Supplier Quality Requirements.

23. Change of Control

The buyer reserves the right to review and approve all open purchase orders with the seller in the event of a change in majority control of the sellers company. Buyer reserves the right to re approve the seller as a supplier of Anco Tool & Mfg. All orders maybe canceled without penalty to Anco Tool.