

TERMS AND CONDITIONS OF THIS ORDER

ACCEPTANCE OF CONTRACT. This purchase is an offer by Ex-Tech Plastics to seller which becomes an obligating contract on the terms and conditions provided on each side of this purchase order when accepted by Seller. The Seller may accept by shipping in reference to this purchase order, by signing a copy of this purchase order in acknowledgement, or by conditions included in Sellers acceptance, in any format, become part of this purchase order contract.

DELIVERY. Time is of the essence of this purchase order contract. Seller therefore understands that the goods or services purchased are to be incorporated into equipment, goods, or other, which may be made by Ex-Tech and thereafter resold and/or used. Failure or delay in delivery of acceptable service or goods as scheduled by this order will substantially impair the value of this whole order and may cause Ex-Tech specific damage. If asked by Ex-Tech, Seller at its own expense will use an expedient means with respect to late deliveries. Ex-Tech will not be liable for goods and services in excess of authorized release quantities. In the event of Seller's failure to deliver as and when specified, Ex-Tech reserves the right to cancel this order or any part of thereof without prejudice to its other rights. Seller also agrees that Ex-Tech may return part of or all of any shipment so made and may charge Seller with any and all loss or expense sustained as a result of such failure to deliver.

PRICE. The goods or services shipped or performed for this order cannot be invoiced at a higher price than shown, without Ex-Tech's written consent. No change will be allowed for packing, crating, freight, express or cartage unless shown in this order. If Sellers net prices to others in a similar situation for similar goods and services as those provided to Ex-Tech are lower, the Seller must reduce price to Ex-Tech, comparable to other similar situations. Ex-Tech then must be notified and Seller agrees to give Ex-Tech the benefit of such decreases while in effect and notify Ex-Tech immediately of all such changes in price. Cash discounts will be calculated from the date acceptable invoices are received by Ex-Tech or from the date the goods or services are received, whichever is the later date. Payment of the contract price on this order does not constitute or mean an irreversible acceptance of goods or services as provided to Ex-Tech.

CHANGES. Ex-Tech has the right to make changes to the following: (1) specifications, drawings, CAD Data, and samples, (2) methods of shipment or packaging, (3) place of time and performance, (4) goods and services performed including the quantity that is to be provided by the Seller. If a change caused an increase or decrease in the cost of or the time needed for performance of this purchase order, a fair adjustment shall be made in the contract price or schedule or both pro rata. Any and all claims under this order must be asserted to within (10) days from the date of receipt by Seller of the notification of change, or are deemed as waived by the Seller. A change notice to this order must be issued and endorsed by Ex-Tech's Agent in writing, in order for any price increases or delivery time extensions to be binding upon Ex-Tech.

WARRANTY. Seller warrants that each good and service delivered shall be free from defects in material and workmanship for a period of one year from the date of receipt by Ex-Tech, and it designed b Seller shall be free from defects in design and shall conform to specifications and drawings, samples or other descriptions given, and must be merchantable & fit for Ex-Tech's planned use. Seller further warrants that it is the lawful owner of the goods and that these goods shall be at the time and delivery, acceptance, or payment by Ex-Tech. Ex-Tech, at its option, at Sellers expense, may repair or replace any goods or services and charge Seller back for all expenses incurred. Seller assumes all risk of loss or damage to goods returned by Ex-Tech while same are in-transit and defective goods shall not be replaced by Seller without written consent from Ex-Tech. Seller agrees to indemnify and protect Ex-Tech from Harm for losses arising out of or related to any breach of Warranty. Warranties, rights & remedies to Ex-Tech are not exclusive and are in addition to any other of same provided by law. All remedies, right, & warranties are cumulative.

INSPECTION. Notwithstanding prior payment and/or inspection by Ex-Tech, all shipments of goods and/or services rendered at the ship to address specified on the face hereof. Ex-Tech does reserve the right to reject any non-conforming goods or services supplied with a warranty (Express or Implied). Upon rejection of any goods or services, Ex-Tech has the right to recover all expenses incurred for inspection as well as any incidental and consequential damages as a result of such rejection.

TOOLING, EQUIPMENT, MATERIALS PROVIDED TO SELLER OR PAID FOR BY EX-TECH. Any tools, dies, fixtures, equipment, or materials paid for on this order will remain the property of Ex-Tech, free from any and all engineering/maintenance charges and /or liens Seller may place on title of same. Seller shall be responsible for any damage to and for all tools and dies, equipment, fixtures, and materials owned by Ex-Tech and in Sellers possession, and Seller may place on title of same. Seller shall be responsible for any damages to and for all materials, drawings, CAD Data, or designs provided by Ex-Tech, shall be used by Seller in the production, manufacture, or design of any other goods or services for any other customer and/or Purchaser without first obtaining the written consent of Ex-Tech. Tooling should be identified by having Ex-Tech's name and part number on the tool.

TERMINATION. Ex-Tech reserves the right to terminate this order, in whole or in part, by giving Seller written notice of its decision to do so by mail, telegraph, or fax. Seller agrees to halt work immediately upon receiving such notice, and any costs incurred will be settled on a reasonable basis in the performance of this order.

INSURANCE. Seller shall defend and indemnify Ex-Tech against any claims, liabilities, or damages due to injury to or death of any person or damage to or loss to any property occurring out of any misuse in performance or negligent work as performed under this order. Also, Seller will defend and indemnify Ex-Tech from any claims, liabilities, or damages that have occurred out of any misuse in performance or negligent work as performed under this order. Also, Seller will defend and indemnify Ex-Tech from any claims, liabilities, or damages that have occurred out of defective materials or workmanship in any goods or services rendered under this order, as well as all acts or exclusions of any employee or agent of Seller and its subcontractors, while on the premises of Ex-Tech or in the performance of the employment. Seller also agrees to carry adequate insurance protection sufficient to meet all the liabilities that are mentioned herein.

HEALTH AND SAFETY. All goods and services to be supplied hereunder by Seller shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.

DISCLOSED INFORMATION. Any information provided to Ex-Tech by Seller with respect to this order shall not be considered confidential or proprietary information and will be given without restriction and will be provided by Seller as part of consideration of this order.

EQUAL EMPLOYMENT OPPORTUNITY. Seller hereby agrees to comply with the provisions set forth in paragraphs (1) through (7) of section 202 Executive Order 11246, Title VII of the Civil Rights Act of 1964 and all other similar orders, rules, registrations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of Race, Creed, Color, Sex, National Origin or Age.

COMPLIANCE WITH LAWS. Seller shall comply with all applicable federal, state and local laws, regulations and orders and Seller will furnish Ex-Tech with a warranty in form satisfactory to Ex-Tech to such effect if requested by Ex-Tech.

WHOLE CONTRACT. This order shall represent the whole contract of the parties hereto and shall overrule all other prior offers, negotiations, and contract covered by this order.

PERTINENT LAW. This order shall be interpreted according to the laws of the state from which it was issued from or Illinois.