MANUFACTURING AGREEMENT
Terms and Conditions

1. DEFINITIONS.

"*Agreement*" defined in Section 2.

"*AccuRounds*" means AccuRounds, Inc., a Massachusetts corporation.

"*AccuRounds Products*" means any and all products, materials, work, equipment and or services to which Customer desires to purchase from AccuRounds.

"AccuRounds Proprietary Material" means drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications therefore, and other information or intellectual property.

"*Customer*" means the individual, corporation, limited liability company, or other legal entity submitting an Order to AccuRounds, as identified in the Order.

"*Effective Date*" means the date to which an Agreement has been entered into by AccuRounds and Customer.

"*Nonconforming Goods*" means the following (i) AccuRounds Products shipped is different than identified in an Order; or (ii) AccuRounds Products' label or packaging incorrectly identifies its contents.

"*Notice*" means notices, request, consents, claims, demands, waivers and other communications from a Party to the other Party.

"Order" means the Customer's purchase order, whether written or oral, to purchase AccuRounds Products.

"Party" or "Parties" shall mean AccuRounds or Customer or AccuRounds and Customer.

"PMSI" means a purchase money security interest as defined by the Uniform Commercial Code.

"Purchase Price" means the price stated on a Customer Order.

"Specialty AccuRounds Products" means AccuRounds Products that are manufactured or fabricated to Customer's unique specifications and specifically prepared for the Customer.

"Terms & Conditions" means these Manufacturing Agreement Terms & Conditions.

"UCC" means the Uniform Commercial Code.

"Warranty Period" means either one year or such period as may be set forth in an Agreement.

2. ACCEPTANCE. The Terms & Conditions are the only terms which govern the sale of AccuRounds Products by AccuRounds to Customer. All prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral, including but not limited to, terms and conditions submitted by Customer, shall have no legal effect, and shall not become of the Agreement, unless expressly agreed to in a signed writing by AccuRounds and Customer ("Agreement"). Fulfillment of Customer's Order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms & Conditions.

3. PRICE. Unless specified otherwise in writing and signed by AccuRounds, the Purchase Price for AccuRounds Products shall be set forth in the Order. Where AccuRounds has a quoted price for AccuRounds Products, such quote will be valid for ten (10) days or such lesser times as AccuRounds may specify. AccuRounds reserves the right, with prior notice given to Customer at any time prior to deliver of AccuRounds Products, to increase the price of AccuRounds Products to reflect any increase in the cost to AccuRounds due to factors and circumstances beyond the control of AccuRounds (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials or other costs of manufacture) any change in delivery dates, quantities or specifications for AccuRounds Products which are requested by Customer, or any delay in delivery caused by any instruction of the Customer or failure of Customer to provide adequate information or instruction.

4. TAXES. The Purchase Price for AccuRounds Products set forth in a Customer Order is exclusive of any sales, use or privilege tax, customs duty or import, excise tax based on gross revenue or any similar tax or charge which might be levied as a result of the production, sale or shipment of AccuRounds Products or the use of any AccuRounds Products by Customer. Customer agrees to pay and otherwise be fully responsible for any such taxes (except for taxes based on the net income of AccuRounds). Any personal property taxes assessable on the AccuRounds Products after delivery shall be borne by Customer. AccuRounds shall have the right, but not the obligation, to pay any such taxes directly on behalf of Customer. If AccuRounds elects to pay such taxes on behalf of Customer, AccuRounds shall present Customer with evidence of payment of such taxes. Customer agrees, upon submission of evidence of payment of taxes paid by AccuRounds, to promptly reimburse, but in no event later than twenty (20) days following receipt of evidence, AccuRounds for such payment.

5. PAYMENT TERMS. AccuRounds shall invoice Customer for the Purchase Price on or after delivery in accordance with Section 6. Customer shall pay the Purchase Price for the AccuRounds Products within thirty (30) days of AccuRounds' invoice. All payments due shall be invoiced and made in United States dollar. In addition to all other rights and remedies available to AccuRounds, AccuRounds shall be entitled to suspend the delivery of any AccuRounds Products if Customer fails to pay any amount of the Purchase Price when due and if such failure continues for five (5) days following written notice by AccuRounds demanding payment. Late payments are subject to a service charge of the lesser of (i) one and a half percent (1.50%) or (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall be liable for all costs and expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs.

6. DELIVERY. AccuRounds Products shall be delivered to Customer F.O.B. the place of shipment. Delivery of AccuRounds Products to a common carrier shall be deemed a satisfactory delivery by AccuRounds to Customer. Customer agrees to pay all freight, insurance, packing and other transportation charges related to said delivery. AccuRounds shall have the right, but not the obligation, to prepay such charges directly on behalf of Customer. Customer agrees to promptly reimburse AccuRounds for such payment. In connection with the delivery of AccuRounds Products, Customer may designate in writing, not less than ten (10) business days prior to the shipment date, the carrier for shipment and the amount of insurance and nature of coverage. If Customer fails to so designate any or all such items, AccuRounds, at its discretion, may specify any item not so designated. AccuRounds shall select, at its discretion, the types and amount of crating and the carrier of any insurance. All shipments hereunder will be made to Customer at Customer's address specified in the Agreement.

7. ACCEPTANCE; REJECTION OF NONCONFORMING GOODS. Customer shall inspect all AccuRounds Products promptly upon receipt at the place of shipment and may reject any Nonconforming Goods. AccuRounds Products not rejected by written notification to AccuRounds within fifteen (15) days of receipt shall be deemed to have been accepted. Customer's rejection of Nonconforming Goods shall not be effective unless the Nonconforming Goods is returned, freight prepaid, to AccuRounds within five (5) days of AccuRounds receipt of Customer's written notification. As promptly as possible, but in no event later than thirty (30) days after receipt by AccuRounds of Nonconforming Goods, AccuRounds shall, at its option and expense, either repair or replace Nonconforming Goods. AccuRounds will provide Customer with its freight account number to cover costs of transportation in the United States incurred by Customer in connection with the return to AccuRounds of Nonconforming Goods. Customer acknowledges and agrees that the remedies set forth in this section are Customer's exclusive remedies for the delivery of Nonconforming Goods.

8. RISK OF LOSS. Risk of loss or damage to the AccuRounds Products shall pass to Customer at the time of collection or upon delivery by AccuRounds to a common carrier for shipment. Notwithstanding the foregoing, delivery and passing of risk in AccuRounds Products, or any other provisions of these Terms & Conditions, the property in the AccuRounds Products shall not pass to the Customer until all sums due under the Agreement have been paid to AccuRounds.

9. SECUTIRY INTEREST. In accordance with the UCC, Customer hereby grants, and AccuRounds hereby retains, a lien on and PMSI in and to all right, title and interest of Customer in the AccuRounds Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds), until such time as AccuRounds is fully paid all amounts owed by Customer for such AccuRounds Products, at which time said PMSI shall be immediately released. In the event Customer fails to timely pay AccuRounds for any AccuRounds Products, in addition to any other rights to which AccuRounds may be entitled hereunder or at law or equity, AccuRounds shall have all rights granted under the UCC in regard to enforcement of its PMSI. AccuRounds reserves the right to, and Customer acknowledges and agrees that AccuRounds may notify any of Customer's secured creditors of AccuRounds' PMSI. Customer hereby grants the right and unequivocally authorizes AccuRounds to file a financing statement, or statements, with the appropriate authorities, and/or file other documents or take any other actions necessary by AccuRounds to perfect its PMSI and give notice of AccuRounds PMSI to secured creditors of Customer. Customer shall take any and all steps necessary and will cooperate with AccuRounds in perfecting AccuRounds' PMSI.

10. MODIFICATION OR CANCELLATION. Modifications to specifications or designs of AccuRounds Products, changes in delivery or performance schedules or reschedules of the Order are not permitted unless agreed to in writing and signed by AccuRounds. Specialty AccuRounds Products may not be returned unless deemed a Nonconforming Good or is defective during the Warranty Period. If an order is cancelled, customer is liable for all costs incurred up to date of cancellation.

11. LIMITED RETURNS. AccuRounds Products may not be returned without prior written authorization of AccuRounds and in compliance with AccuRounds then current return policies and procedures.

12. PATENT INFRINGEMENT OR TRADE SECRET VIOLATION CLAIMS. Customer expressly warrants to AccuRounds that AccuRounds Products fabricated, manufactured or sold by AccuRounds to Customer in accordance with drawings, specifications or other information provided by Customer shall not infringe upon any valid United States patent, copyright, or trademark, or knowingly violate any trade secret or other proprietary right of any third party. To the fullest extent permitted by law, Customer shall, at Customer's sole cost and expense, indemnify, defend, release and hold harmless AccuRounds, its officers, directors, agents and employees, from and against any and all claims, demands, lawsuits or proceedings of any kind brought or threatened against AccuRounds and/or its officers, directors, agents and employees based on any claim, in whole or part, that the AccuRounds Products as fabricated or manufactured by AccuRounds in accordance with drawings, specifications or other information provided by Customer or the sale thereof infringes any patent, copyright or trademark or knowingly violates any trade secret or other proprietary right of any third party, and Customer shall pay all costs, expenses, damages, liabilities and losses incurred by AccuRounds, its officers, directors, agents and/or employees, as a result of any such actual or threatened claim, demand, lawsuit or proceeding, including, but not limited to, reasonable attorney's fees.

13. INSURANCE. For any items made to specifications or drawings submitted by Customer, Customer shall, at its own expense, maintain and carry (i) commercial general liability insurance (including product liability) on an occurrence basis, with a limit of not less than two million dollars ($2,000,000.00) per occurrence/two million dollars ($2,000,000.00) in the aggregate, and (ii) such other insurance as AccuRounds may reasonably require. Upon AccuRounds request, Customer shall provide AccuRounds with a certificate of insurance from Customer's insurer evidencing coverage. Customer shall provide AccuRounds with thirty (30) days' advanced written notice in the event an insurance policy is canceled, modified, or terminated. Except where prohibited by applicable law, Customer shall waive, and shall require its insurers to waive, all rights of subrogation against AccuRounds and AccuRounds insurers.

14. LIMITED WARRANTY. Unless otherwise stated in the Agreement, AccuRounds warrants to Customer during the Warranty Period, that Products manufactured by AccuRounds will be free from defects in material and workmanship at time shipment and in accordance with specification provided by Customer. This limited warranty excludes any deterioration to AccuRounds Products due to (i) environmental conditions; or (ii) Customer has modified, damaged, improperly installed, or used AccuRounds Products outside its intended application. THESE ARE ACCUROUNDS ONLY WARRANTIES. ACCUROUNDS DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. If during the Warranty Period, Customer notifies AccuRounds in writing that any AccuRounds Products are not in conformity with this limited warranty and AccuRounds agreement, after AccuRounds inspection, then AccuRounds will either repair, replace or refund Customer for those AccuRounds Products that are defective, provided Customer returns such defective Products to AccuRounds for inspection. Customer acknowledges and agrees that the remedies set forth in this section are Customer's exclusive remedies for defective AccuRounds Products. Any claims made during the Warranty Period are deemed waived. AccuRounds limited warranty does not attach to any part of the AccuRounds Products not manufactured by AccuRounds.

15. LIMITATION OF LIABILITY. AccuRounds shall in no event have obligations or liabilities to Customer or any other person for loss of profits, loss of use or incidental, special or consequential damages, whether based on contract, tort (including negligence), strict liability, or any other theory or form of action, even if AccuRounds has been advised of the possibility thereof, arising out of or in connection with the sale, delivery, use, repair or performance of AccuRounds Products, or any failure or delay in connection with any of the foregoing. Without limiting the generality of the preceding sentence, AccuRounds shall not be liable for personal injury or property damage. In no event shall the liability of AccuRounds arising in connection with AccuRounds Products sold hereunder exceed the actual amount paid by Customer to AccuRounds for AccuRounds Products delivered hereunder.

16. INTELLECTUAL PROPERTY. All AccuRounds Proprietary Material disclosed or otherwise provided to Customer by AccuRounds and all rights therein are and will remain the property of AccuRounds. Customer shall have no claim to, nor ownership interest in, any AccuRounds Proprietary Material and such information, in whatever form and any copies thereof, shall be promptly returned to AccuRounds upon written request from AccuRounds. Customer acknowledges that no license or rights of any sort are granted to Customer hereunder in respect of any AccuRounds Proprietary Material, other than the limited right to use the AccuRounds Products purchased from AccuRounds.

17. EXPORT COMPLIANCE. Unless otherwise agreed in writing, AccuRounds is not responsible for the export of Products. If AccuRounds Products are exported outside of the United States, Customer agrees to comply with all relevant laws and regulations, including, but not limited to, those of the United States Department of Commerce and the United States Export Administration Act, so as to insure that the AccuRounds Products are not exported in violation of any applicable law or regulation.

18. FORCE MAJEURE. AccuRounds will not be liable for delays in filling an Order or failure in the performance of any of its obligations if AccuRounds is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident; strikes or labor disputes; inability to procure parts, supplies or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or

remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

19. ASSIGNMENT. Customer may not assign any Order or Agreement or any interest therein without the prior written consent of AccuRounds. AccuRounds may assign its obligations under any Order or Agreement, in whole or in part, to any individual or entity without prior written consent or prior written notice to Customer. The Agreement shall be binding upon Customer and its successors and permitted assigns.

20. INDEPENDENT CONTRACTOR. The relationship between the Parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

21. TERMINATION. AccuRounds shall have the right to cease work or terminate its obligations to Customer, in whole or in part, at any time, without liability, if: (i) Customer breaches or defaults under any Order, Agreement, or these Terms and Conditions; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Customer; (iii) Customer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Customer or any substantial part of its assets; or (v) AccuRounds shall have any reasonable ground for insecurity with respect to Customer's ability to perform and Customer is unable to provide AccuRounds with adequate assurance within ten (10) days after written request therefor by AccuRounds. In all cases, AccuRounds' rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination shall affect any accrued rights or obligations of either Party as of the effective date of such termination.

22. WAIVER. Waiver by either Party of any breach by the other Party of any of the terms or provisions of an Order, Agreement, or these Terms and Conditions shall not be deemed to be a waiver of breach on any other occasion of the same terms or provisions, or a waiver of breach of any other term or provision hereof.

23. GOVERNING LAW. All Orders, Agreements and these Terms & Conditions shall be governed by the laws of the Commonwealth of Massachusetts as such laws are applied to contracts between Commonwealth of Massachusetts residents entered into and to be performed entirely within the Commonwealth of Massachusetts.

24. SUBMISSION TO JURISDICTION. Any legal suit, action or proceeding arising out of or relating to any Orders, Agreements and these Terms & Conditions shall be instituted be brought only in the courts of the Commonwealth of Massachusetts located in Norfolk County (or, if appropriate, a federal court located within Commonwealth of Massachusetts). The Customer hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

25. NOTICES. Any Notice provided for herein shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and delivered to the receiving Party at the address set forth in the Agreement.

26. SEVERABILITY. If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions, and the remaining Sections shall continue in full force and effect.

PURCHASE ORDER
Terms and Conditions

1. ACCEPTANCE AND COMPLETE AGREEMENT. This order is Buyer's offer to Seller and is not an acceptance by Buyer of any offer to sell by Seller or of any terms and conditions contained in any such offer. Acceptance of this offer by Seller should be made by (a) executing and returning the acknowledgement copy, or (b) delivering any of the goods ordered herein or (c) rendering any of the services ordered herein. Any additional or different terms proposed by Seller are objected to and rejected unless expressly assented to in writing by Buyer. This order is a complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer.

2. PACKING AND SHIPPING. All goods shall be packed, rated and braced to prevent damage or deterioration in accordance with Uniform Freight Classification Rules and Regulations and Carrier Tariffs. No charges will be paid by Buyer of preparation, packing, crating or cartage unless separately stated in the order. All shipments to be forwarded on one day via one route shall be consolidated and shipped to protect lowest transportation charge. Each container shall be consecutively numbered and marked with order number and warehouse location. Container and order numbers shall be indicated on Bill of Lading. Two copies of packing sheets, showing order number shall be attached to No. 1 container of each shipment. Goods sold F.O.B. place of shipment, shall be forwarded collect, unless otherwise specified on face of order. Seller shall make no declaration concerning value of goods shipped, except at lowest rating. Bill of Lading description of goods shall be described in Uniform Freight Classification of Carrier Tariffs and not by trade or technical name. Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller.

3. CANCELLATION. Time is of the essence in this order. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if; (1) delivery is not made when and as specified; (b) Seller fails to meet contract commitments as to exact time, price, quality or quantity; (c) Seller ceases to conduct its operation in the normal course of business; (d) Seller is unable to meet its obligations as they mature; (e) proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Seller; or (g) any assignment is made by Seller for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the state where Buyer has signed this order.

4. INVOICE AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified on this order, no invoice shall be issued prior to shipment of the goods and no payment shall be made prior to receipt of both the goods and a correct invoice. Applicable discount periods shall be computed from the date of receipt of the goods and a correct invoice to the date Buyer's check is mailed. Unless freight and other charges are itemized, discount shall be taken on the full amount of invoice.

5. WARRANTIES. Seller warrants that:

a. Price. The prices for the goods sold to Buyer under this order are not less favorable than those currently extended to any other customer for the same or like articles in comparable or less quantities.

b. Quality. All goods delivered under this order will conform to the requirements of this order (including all applicable descriptions, specifications, and drawings), will be free from defects in material and workmanship and will, to the extent not manufactured pursuant to detailed designs furnished by Buyer, be free from defect in design and fit for the intended purposes, and Seller's warranties and any more favorable warranties, service policies, or similar undertakings of Seller shall be enforceable by Buyer's customers and the users of Buyer's goods, as well as by Buyer.

c. Compliance with Laws. In the performance of this order, Seller will comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations thereunder, including the Fair Labor Standards Act, 1938, as amended (29 U.S.C. Sec 201-219), the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. Sec 34-45), the Contract Work House Standards Act (40 U.S.C. Sec. 327-330), Occupational Health and Safety Act (Pub L 91-596), and all lawful rules and regulations thereunder, and, on its invoice or in other form satisfactory to Buyer, Seller shall submit certification with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

6. INDEMNITY AND INSURANCE.

a. Patent Indemnity. Seller, at its expense, shall protect, defend and indemnify Buyer, Buyer's customers, and the users of Buyer's goods against all claims and proceedings alleging infringement of any United States or foreign patent by any goods delivered under this order, and Seller shall hold them harmless from any resulting liabilities and losses, provided Seller is reasonably notified of such claims and proceedings. Seller's obligation shall not apply to goods manufactured pursuant to detailed designs furnished by Buyer nor to any infringement arising from the use or sale of goods in combination with goods not delivered by Seller if such infringement would not have occurred from the use or sale of such goods solely for the purpose for which they were designed or sold to Buyer. Seller's obligation shall extend to the U.S. government only if and to the extent Buyer has agreed to indemnify the U.S. Government.

b. General Indemnity. Seller, at its expense, shall indemnify Buyer and save Buyer harmless from any and all liability, demands, causes of action or claims, whether well founded or otherwise, including the cost of defending the same, for bodily injury to any person or damage to property, either real or personal, of any person whomsoever in any way arising out of, in the course of, or in connection with the goods or services purchased hereunder or the operations of the Seller in carrying out the provisions and terms of this Agreement.

c. Insurance. Seller shall maintain such public liability insurance, including products liability, completed operations, contractors' liability and protective liability, automobile liability insurance (including non-owned automobile liability) and Workmen's Compensation, and employer's liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorney's fees) as are described in this paragraph 6. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.

7. INSPECTION AND REJECTION. All goods, except goods inspected and accepted by the government at source for direct shipment to the government, are subject to final inspection and acceptance by Buyer at destination notwithstanding any payment or prior inspection at source. Such inspection will be made or prior inspection at source. Such inspection will be made within a reasonable time after receipt of goods. Buyer shall notify Seller if any goods delivered hereunder are rejected, and at Buyer's election and Seller's risk and expense, such goods shall be held by Buyer or returned to Seller. No replacement or correction of nonconforming goods shall be made by Seller unless agreed to in writing by Buyer.

8. CHANGES AND DISCREPANCIES. Any discrepancies, omissions or lack of clarity in drawings, specifications, or purchase orders, must be referred to the Buyer for written interpretation before this order is processed. Buyer shall have the right at any time before completion of the order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Seller shall promptly notify Buyer thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice and issued and signed by Buyer.

9. FORCE MAJEURE. Seller shall not be liable for any delay or failure to deliver any or all of the goods covered by this purchase order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Seller's reasonable control. Similarly, Buyer shall not be liable for failure to take delivery of the goods for any of the above causes, or other causes beyond Buyer's reasonable control if they render it commercially impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among itself and its various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse of nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase at a later date that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use because of any of the aforementioned causes. No goods are to be tendered by Seller after expiration of the terms specified in this purchase order without consent of Buyer.

10. REQUIREMENTS FOR FEDERAL SUBCONTRACTORS. Seller shall comply with all Federal requirements applicable to Federal subcontractors, including without limitation those requirements relating to equal employment opportunity, minority business subcontracting, small business subcontracting, labor surplus area subcontracting and clean air and water, and at the request of Buyer, Seller shall execute and shall be bound by any certifications or agreements incorporating such requirements in forms approved by Buyer.

11. ASSIGNMENTS. No assignment of any rights, including rights to money due or to become due hereunder, or delegation of any duties under this order shall be binding upon Buyer until its written consent has been obtained.

12. INSTALLATION. If this order requires Seller to furnish services of its supervisor expert or other employee in connection with the installation or any other matter under this order to perform work on Buyer's premises, Seller agrees, whether or not a separate charge is made therefore, that such supervisor, expert or other employee of Seller, in performing such services, is not and shall not be deemed to be the agent or employee of Buyer. Seller assumes full responsibility for its acts and omissions and agrees to save Buyer harmless from any claims whatever arising therefrom. Seller assumes exclusive liability for any payroll or other taxes imposed upon the employer by an Federal or State law.

13. DECLINE IN PRICE. Buyer shall be protected against declining prices on the undelivered portion of this order. Seller may elect to meet price reductions of other vendors or its own lower prices to other purchasers, but if Seller should refuse to do so Buyer shall have the right to cancel any or all of the balance due on this order without cost to Buyer.

14. NOTICE OF LABOR DISPUTE. Whenever Seller has knowledge that any actual or potential labor dispute may delay this order, Seller shall immediately notify and submit all relevant information to Buyer. Seller shall insert the substance of this entire clause, in any subcontract hereunder as to which a labor dispute may delay this order. However, any subcontractor need give notice and information only to its next higher tier contractor.

15. CLEARANCE OF MATERIALS INTENDED FOR PUBLIC RELEASE. No news release, including photographs and film, advertisements, public announcement, denial or confirmation of same or any part of the subject matter of this order or any phase of any program thereunder shall be made without prior written approval of Buyer.

16. APPLICABLE LAW. This order shall be governed by the Uniform Commercial Code of the State in which Buyer has executed this order.

17. WAIVER. The right of Buyer to require strict performance of this order shall not be affected by any prior waiver of course of performance.

18. SUPPLEMENTAL TERMS. The supplemental terms attached hereto, if any, shall constitute a part of this order.

19. RIGHT OF ENTRY. Suppliers/subcontractors must allow any representative of AccuRounds, its customers or any regulatory agency the right of entry as necessary to determine and verify the quality of work contracted, records, and material. We reserve the right to approve fixed processes as deemed necessary.

20. QUALITY. Deviations involving quantities, delivery schedule or specifications require AccuRounds approval. Pease reference our PO number on all correspondences. Suppliers/subcontractors must retain records for a minimum period of 15 years. And cannot change facilities or sub-tier suppliers without prior notification to AccuRounds. Adherence to these requirements are necessary to maintain eligibility for our Approved Supplier List.

21. CONFLICT MINERALS. AccuRounds recognizes the importance of preventing the use of conflict minerals from the DRC and adjoining countries and has taken steps to comply with the Dodd‐Frank Financial Reform Bill section 1502(b). It is our policy to refrain from purchasing from any known conflict sources and we expect that our suppliers adhere to the same standards and source materials only from socially responsible suppliers. We expect that our suppliers will comply with our requests to provide statements and perform due diligence about the source of any conflict minerals in the products supplied to us. As well as demanding proper due diligence from our direct suppliers, we ask them to set policies and supplier requirements of their own and pass those on into the supply chain. Suppliers who are noncompliant to these requirements risk the loss of future business.

22. PREVENTION OF COUNTERFEIT PARTS. The supplier shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to the customer. In the event that counterfeit parts are found and there is a possibility that they have been received by AccuRounds, the supplier shall contact AccuRounds so that appropriate containment actions and reporting can be determined and implemented accordingly.

23. SUPPLIER QUALITY REQUIREMENTS (SQR-1). If SQR-1 is noted on supplier purchase order, supplier is responsible for contacting AccuRounds purchasing personnel to obtain detailed process requirements.

24. RESPONSIBILITIES. Suppliers must ensure that persons are aware of:

- Their contribution to product or service conformity;
- Their contribution to product safety;
- The importance of ethical behavior.

The Supplier shall ensure that all personnel performing work affecting product or service conformity are competent on the basis of appropriate education, training, skills, and experience. The Supplier shall maintain objective evidence of competency and qualification, as applicable, and shall flow down these requirements to sub-tier suppliers performing work affecting conformity to requirements.