

TERMS AND CONDITIONS OF PURCHASE

DEFINITIONS: "Company" refers to Bennett Metal Products, Inc., a Delaware corporation.

"Seller" means the person or entity providing Goods or Services to the Company pursuant to the Purchase Order.

"Goods" means the work, materials, components, parts, or goods specified for supply on the face of the Purchase Order.

"Facility" means the Company location to which the Goods or completed Services are to be delivered.

"Purchase Order" or "PO" means the document issued by the Company for specific Work, whether entitled as a Purchase Order, Work Order, Contract or otherwise and shall include these Terms and Conditions of Purchase which are incorporated in the PO by reference.

"Party" means the Company or the Seller. "Parties" means the Company and the Seller.

"Services" means the services, support, labor, work, or other operations specified on the face of the PO or in documents referenced or attached to the PO to be performed by Seller pursuant to the PO.

"Terms" shall mean these Terms and Conditions of Purchase which are incorporated by reference in the PO.

"Work" shall mean the Goods and/or Services provided by the Seller to Company pursuant to the PO.

ACCEPTANCE OF OFFER: Seller, by accepting the Purchase Order, agrees that it is fully responsible to Company to furnish the Work in accordance with the PO and these Terms. These Terms constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of the PO. No additions, changes, modifications, or different terms will be accepted by Company without its written consent.

PRICE: The price shall not exceed the last price quoted unless otherwise agreed to in writing and shall include all charges and expenses of Seller, such as packing, boxing, cartage and all applicable Federal, State or Local government taxes. Seller agrees that its prices and invoices shall not include any tax for which the Company provides Seller with an applicable exemption certificate.

TECHNICAL AND LEGAL REQUIREMENTS: Seller is fully responsible for understanding the instructions in the PO. Any questions shall be reviewed with the Company before the start of performance of the Work. Seller agrees to perform the Work strictly in accordance with the technical requirements set forth in the PO, including, but not limited to, drawings, any revisions to drawings, specifications, and performance requirements. Seller shall package all items in suitable containers to permit safe transportation.

Seller represents that the Work covered by these Terms are produced, sold and delivered in compliance with all applicable laws, rules, and regulations in all relevant jurisdictions, including but not limited to the Occupational Safety and Health Act of 1970 and Equal Employment Opportunities Act of 1972 and, in each case, all related rules and regulations.

ACCEPTANCE OR REJECTION OF WORK: Company shall have the right to inspect the Work at Seller's facility at any reasonable time and upon receipt at its Facility. The Company may reject all or any part of the Work that is in breach of any warranty or fails to meet the PO requirements. Seller shall bear the risk and cost of handling and returning shipment of non-conforming Work. Upon rejection, unless the Company has elected to cancel the PO, Seller shall, at Seller's sole cost and expense, promptly repair or replace any such defective or nonconforming Work. The Company's acceptance of Work shall not apply to defects that could not have reasonably been discovered by an inspection. Payment before receipt or inspection does not constitute acceptance. Nothing in this provision shall alter or affect the right of the Company to revoke acceptance of the Work or affect the Seller's obligations or the Company's rights under the paragraph entitled "WARRANTY." Company reserves the right to return at Seller's expense any over shipments or Work that deviates from the requirements of the PO and deduct from any amount that Company owes to Seller.

WAIVER OF LIENS: Seller, for itself and all others doing labor or furnishing materials for the Work covered under the PO, hereby expressly waives any and all liens of any kind or nature to which it and/or they are, or may be, entitled under any statute or otherwise.

DELIVERY: Time is of the essence of the PO. Seller will immediately notify Company in writing if Seller has reason to believe that performance or any scheduled delivery will be late. If deliveries are made in advance of the time specified in the PO, Company shall have the right to store or return the Work at Seller's expense. If returned, Seller shall hold the Work for delivery at the agreed time. If deliveries are made later than agreed upon, the Company shall have the right, in addition to all other remedies, to reject, and at the Company's option, return the Work, terminate the PO, and charge Seller with any loss incurred thereby. Unless otherwise specified in the PO, delivery of the Work shall be F.O.B. Company's Facility.

TITLE AND RISK OF LOSS: Title and risk of loss shall pass to the Company upon delivery and acceptance at its Facility. Risk of

loss for non-conforming goods will always be on Seller.

SUBCONTRACT, ASSIGNMENT, AND INSOLVENCY: Seller agrees not to subcontract Work called for by the PO or assign the PO or any part thereof without first obtaining written approval from the Company. Seller shall ensure that all subcontractors are bound by these Terms. Either party may cancel the PO if the other party becomes insolvent or makes a general assignment for the benefit of creditors or files a petition for reorganization or a petition in bankruptcy.

WARRANTY: Seller warrants that the Work shall a) strictly conform to the PO, including any specifications, drawings, samples furnished, descriptions or instructions furnished by the Company; b) be free from defects in materials, workmanship, design, and fabrication; c) be of merchantable quality and suitable for the particular purposes intended; d) have been produced, serviced, sold and delivered or rendered in compliance with all applicable laws and regulations and bear all labels and markings required by applicable laws and regulations; and e) be free and clear from any liens or encumbrances.

INDEMNITY: Seller agrees a) to indemnify and hold harmless the Company, its directors, officers, employees, agents, successors, assigns, customers, users and those for whom it acts as agents (together the "Indemnified Parties"), from any and all claims, loss, damage or liability (including reasonable attorney's fees and litigation expenses) arising out of any alleged or actual breach of the PO and these incorporated Terms and any loss, damage, or expense whether to persons or property to which the Company may be subject by reason of any act, omission or default on the part of Seller or its employees arising out of performance of the PO and these Terms, and b) to assume at its own expense, the defense of any suit or other proceedings brought against the Indemnified Parties by reason of any such act, omission or default, and to pay all expenses and all judgments that may be incurred by or obtained against the Indemnified Parties by reason of such suits or other proceedings. The Indemnified Parties shall be entitled to participate and be represented (at their expense and through counsel of their choice) in the defense of, or settlement of, such action.

INSURANCE: The Seller shall maintain worker's compensation insurance as prescribed by applicable law, employer's liability, comprehensive general liability, including contractual liability, products liability, and automotive liability insurance in reasonable amounts covering Seller's business activities and the obligations of Seller under the PO and these incorporated Terms. Seller shall provide the Company with a certificate of insurance from Seller's insurance and name the Company as an additional insured. The seller shall provide the Company with 30 days' written notice in the event of a cancellation or material change in the Seller's insurance policy.

CONFIDENTIALITY: Seller will acquire knowledge of Company's Confidential Information (as defined below) in connection with its performance under the PO and agrees to keep Company's Confidential Information in confidence during and following fulfillment of the PO. Seller shall not disclose any such Confidential Information to third parties without the Seller's written consent. "Confidential Information" shall mean all oral and written information concerning the Company or its customer's business, finances or operations, including detailed prints and sketches of components, assembly prints and plants and relating to financial statements, evaluations, plans, programs, customers, plants, equipment and other assets, products, processes, manufacturing, marketing, research and development, know-how and technology, which is or has been provided to Seller or any of its representatives, or a third party at the direction of Seller; any information which is learned or observed in the course of visiting the Company's Facility; or which is or has been developed, compiled or prepared in connection with the transactions covered by the PO. "Confidential Information" shall not include: (i) information that is now or subsequently becomes, publicly available other than as the result of an unauthorized disclosure by Seller or its representatives; (ii) information that was known to Seller and was legitimately in Seller's possession, without any obligation to keep such information confidential, prior to disclosure by Seller; (iii) information that Seller receives from a third party having legitimate possession of such information and who is not under any obligation to keep such information confidential; and (iv) information that Seller independently lawfully acquires or develops without use of any information received from the Seller.

The seller agrees not to copy, alter, or directly or indirectly disclose any of the Company's Confidential Information. Seller agrees to limit its internal distribution of Company's Confidential Information to Seller's assistants that need to know and shall take reasonable steps to protect such information. The seller agrees that money damages would not be sufficient remedy for any breach hereof, that in addition to all other remedies, including the recovery of attorney's fees, the Company shall be entitled to specific performance and injunctive and equitable relief as a remedy for any such breach.

CONFLICT MATERIALS: Seller represents that Seller is and will remain compliant with all applicable laws and regulations pertaining to conflict materials, including but not limited to, The Dodd-Frank Act. Seller represents that the Work provided

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hereunder does not contain or utilize any conflict minerals; contain conflict materials that originate other than from a covered country; or contain conflict materials that are from recycled or scrap sources.

EXPORT COMPLIANCE: If the Work purchased hereunder are to be used in the direct or indirect performance of a U.S. Government contract or order, in addition to all other obligations hereunder, all applicable laws, regulations, provisions and all effective Government contract clauses are made a part hereof. Seller shall comply with all applicable export control and economic and trade sanction laws of the United States or any other appropriate national authorities and shall not directly, or indirectly, export, re-export, resell, ship or divert and information, materials, technical data or technology furnished by the Company hereunder to any person, entity, use or country in violation of such laws.

GOVERNING LAW: These Terms and Conditions of Purchase shall be governed by the laws of the State of Illinois.