

CONDITIONS AND INSTRUCTIONS

1. ACCEPTANCE - This purchase order constitutes WEISS-AUG's offer to Seller and commencement of performance pursuant to this order shall constitute acceptance by Seller. Conditions stated by Seller in acknowledging receipt of this order shall not affect WEISS-AUG's offer as represented by this order, and shall not be binding on WEISS-AUG if in conflict with or in addition to any of the provisions of this Order (including delivery schedule price, quantity, specifications and terms and conditions) unless expressly agreed to in writing by WEISS-AUG.

2. DELIVERYS - WEISS-AUG's production schedules are based upon the agreement that materials will be delivered to WEISS-AUG, or services performed for WEISS-AUG, by the date specified on the face of this Order. Time is therefore the essence of this Order. If Seller fails to make deliveries or perform the services at the time agreed upon, or performs the work hereunder in such a fashion as endangers its ability to make timely deliveries or to render timely performance of services, WEISS-AUG reserves the right to cancel, purchase elsewhere, and hold Seller accountable for and additional costs or damages incurred by WEISS-AUG.

3. PRICES - Seller's price shall not be higher than last quoted or charged to WEISS-AUG unless otherwise agreed in writing. Invoices must be rendered for each shipment under this Order on date of shipment. If not received promptly, invoices may be returned for redating.

4. QUANTITIES -Shipments must equal exact amounts ordered unless otherwise agreed by WEISS-AUG.

5. WARRANTY - Seller warrants all materials or services delivered hereunder to be free from defect of materials or workmanship and to conform strictly to the specifications, drawings or sample specified or furnished. This warranty shall survive any inspection, delivery or acceptance of the materials or services, or payment therefor, by WEISS-AUG.

6. INSPECTION AND REJECTION- Final inspection shall be on WEISS-AUG's premises unless otherwise agreed in writing. Materials rejected as not conforming to this Order shall be returned to the Seller, freight collect; and the Seller will be debited for the inbound transportation cost plus handling expense. Such rejected materials shall be deemed to be the property of the Seller.

7. WEISS-AUG'S PROPERTY - All materials including tools, furnished or specifically paid for by WEISS-AUG shall be the property of WEISS-AUG, shall be subject to removal at any time without additional cost upon demand by WEISS-AUG, shall be used only in filling orders from WEISS-AUG, shall be kept separate from other materials or tools and shall be clearly identified as the property of WEISS-AUG. Seller assumes all liability for loss or damage, with the exception of normal wear or tear, and agrees to supply detailed statements of inventory upon request of WEISS-AUG.

8. PATENTS - The Seller agrees to defend, at its own expense, WEISS-AUG and distributors and dealers in and users of the products of WEISS-AUG, and to hold them harmless, with respect to any and all claims that the products or materials furnished by the Seller under this Order infringe by any U.S. and/or foreign Patent, and with respect to any and all suits, controversies, demands, and liabilities arising out of any such claim provided that the foregoing shall not apply to any infringement resulting from the Seller's use of a patented invention required to comply with the written instructions of WEISS-AUG if such patented invention is not normally utilized by the Seller.

9. TAXES - Except as maybe otherwise provided in this Order, the price includes all applicable Federal, State and local taxes.

10. ASSIGNMENT - Neither this Order nor any interest under it shall be assigned by the Seller without the prior written consent of WEISS-AUG, except that claims for monies due to become due under this Order maybe assigned by Seller without such consent, and subject to the provisions of this paragraph. WEISS-AUG shall promptly be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to setoff or recoupment for any present or future claim or claims which WEISS-AUG may have against Seller except to the extent that any such claims may be expressly waived in writing by WEISS-AUG. WEISS-AUG reserves the right to make direct settlements and/or adjustments in price(s) with Seller notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

11. CHANGES - (a) WEISS-AUG may at any time, by a written order, and without notice to the sureties make changes within the general scope of this Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; (iii) quantities of articles to be furnished; (iv) place of delivery; and (v) delivery schedules. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by Seller of the notification of change, provided, however, that WEISS-AUG, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Order. However, nothing in this clause shall excuse Seller from proceeding with this Order as changed.

(b) WEISS-AUG engineering technical and other personnel may from time to time render assistance or give technical advice to, or exchange information with, Seller's personnel concerning this Order or the articles or services to be furnished hereunder. However, such assistance, advice, statements or exchange of information shall not constitute a waiver with respect to any of the Seller's obligations or WEISS-AUG's rights hereunder or be authority for any change in the articles or services called for hereunder. Any such waiver or change to be valid and binding upon WEISS-AUG must be in writing or signed by an authorized representative of WEISS-AUG's

Purchasing Department. In case of any doubt, Seller should promptly consult WEISS-AUG's Purchasing Department for further instructions.

(c) in connection with any claim for adjustment under this clause, Seller shall submit cost data in such form and detail as may reasonably be required by WEISS-AUG; if this Order relates to a prime contract with the U.S. Government, Seller shall, upon WEISS-AUG's request, submit a Certificate of Current Cost or Pricing Data, insubstantially the form set forth in Section 3-807.4 of the Armed Services Procurement Regulation, with respect to such data.

(d) Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment pursuant to this clause, WEISS-AUG shall have the right to prescribe the manner of disposition of such property.

12. BANKRUPTCY -In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any proceeding under the Chandler Act or in the event of the appointment, with or without the Seller's consent of an assignee for the benefit of creditors or of any receiver, than WEISS-AUG may cancel this order default and hold Seller accountable for additional costs or damages incurred by WEISS-AUG.

13. CONTRACT -The parties hereto agree that this Order and the acceptance thereof shall be a contract governed by the laws of the State shown in WEISS-AUG's address on the face of this Order.

14. GENERAL SHIPPING INSTRUCTIONS -For shipments made f.o.b. shipping point; (a) All shipments moving in one day to the same location via the same carrier should be consolidated on one bill of lading.

(b) Unless otherwise specifically instructed, shipments via limited liability carriers (Air Exp., Air Freight, UPS, etc.) and those subject to released value ratings shall be declared at the value which will secure the largest transportation charge.

(c) Any losses resulting from deviation from WEISS-AUG's routing instructions will be charged to the Seller's account.

15. PROOF OF SHIPMENT -Seller shall forward to WEISS-AUG with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made. Seller shall receive and retain a mailing receipt for uninsured parcel post.

16. SUPPLEMENTARY INFORMATION - Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this Order shall be deemed to be incorporated herein by reference as if fully set forth. In case of any discrepancies or questions refer to WEISS-AUG's Purchasing Department for decision or instructions or for interpretation.

17. TITLE TO DRAWINGS AND SPECIFICATIONS - WEISS-AUG shall at all times have title to all drawings and specifications furnished by WEISS-AUG to Seller and intended for use in connection with this purchase order. Seller shall use such drawings and specifications only in connection with this Order and shall not disclose such drawings and specifications to any person, firm or corporation other than WEISS-AUG's or seller's employees, subcontractors, or Government inspectors. The Seller shall, upon WEISS-AUG's request or upon completion of the Order, promptly return all drawings and specifications to WEISS-AUG.

18. INFORMATION DISCLOSED -Unless otherwise expressly provided in this Order or otherwise expressly agreed to in writing by WEISS-AUG, no information or knowledge, heretofore or hereafter disclosed to WEISS-AUG, in the performance of or in connection with this Order, shall be deemed to be confidential or proprietary, and any such information or knowledge shall be free from any restrictions (other than a claim for patent infringement) as a part of the consideration for this Order.

19. INDEMNIFICATION - To the extent that the Seller's agents, employees or subcontractors enter upon premises occupied by or under the control of WEISS-AUG, or any of its customers or suppliers, in the course of the performance of this Order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person or any damage to any property, arising out of acts or omission of such agents, employees or subcontractors and except to the extent that any such injury or damages is due solely and directly to WEISS-AUG's negligence, shall indemnify WEISS-AUG against any loss, claim, damages, liability, expense (including reasonable attorney fees) and cause of action, whatsoever, arising out of any act or omission of the Seller, its agents, employees or subcontractors, and Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation insurance as will protect WEISS-AUG from any of said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts.

20. PUBLICITY, PROMOTION OR ADVERTISING - Seller shall not, without WEISS-AUG's prior written consent, issue any news release, advertisement, publicity or promotional material regarding this Order (including denial or confirmation thereof.)

21. TITLE AND DELIVERY OF GOODS -When goods are purchased f.o.b. Seller's plant or shipping point, it is agreed between Seller and WEISS-AUG that the goods covered by this Order shall not be considered as delivered and title thereto shall not pass until the goods reach the WEISS-AUG receiving point indicated hereon. However, WEISS-AUG assumes responsibility at the f.o.b. point for carrier routing, transportation charges and risk of loss or damage to the goods in transit.