

CONQUEST

Purchase Order/Terms and Conditions

1. ACCEPTANCE

This order is accepted by Seller's promptly mailing to Buyer its written acceptance within ten (10) days of the order's date, or commencement of performance by Seller. Acceptance is limited to the terms and conditions of this order. This order with any attachments constitutes the entire agreement of the parties. The terms and condition of this document shall apply notwithstanding any other terms; notify VICT if any other exist immediately. No waiver or modification or additions to the terms of this order shall be valid unless in writing and signed by the parties.

2. PRICES

Buyer shall not be billed at prices higher than those stated on the front of this order. Unless other wise specified, the price stated includes all charges for packing, hauling, storage and transportation to point of delivery. Seller will pay all delivery charges in excess of any delivery charge Buyer has agreed to pay. The price stated includes all taxes except state or local sales or use taxes or similar taxes which Seller is required by law to collect from Buyer. Such taxes, if any, shall be separately stated in Seller's invoice and paid by Buyer unless an exemption is available. Seller agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to this order.

3. DELIVERY

One of our policy objectives is for our suppliers to have 100% On Time Delivery and we will be rating you as to your performance as required by *IATF 16949*. Substitutions will not be accepted. The order must be shipped COMPLETE by date requested, but must not be shipped more than one week in advance of the time or times specified herein, without Buyer's prior approval. When more than one shipment is made against any order indicate "Final Shipping" on shipping papers and invoice accompanying the last shipment in the order. Seller shall not ship excess quantities without Buyer's prior approval. Except as otherwise provided herein, Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at Buyer's option, be returned to Seller, or held for disposition at Seller's expense and risk. Seller shall invoice all shipments in triplicate. The invoice shall describe the items, state the purchase order number and be attached to the original bill of lading or other shipping receipt. The Seller is responsible for appropriate packaging and quality requirements unless otherwise specified, which includes bar coding. The quality requirements set forth in *IATF 16949* will be utilized unless otherwise specified.

4. WARRANTIES

Seller warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of or receipt of articles or services shall not constitute a waiver of any breach of warranty. The warranty period is, unless otherwise agreed, 12 months from that date of final prove-out and encompasses material, purchased components and workmanship. The seller warrants that his goods comply with current applicable federal and local safety requirements, including EPA and OSHA standards.

5. INSPECTION AND TESTS

All goods ordered hereunder will be subject to inspection and test by Buyer to the extent practicable at all times and places, including the period of manufacture and in any event prior to acceptance. Seller agrees to permit access to Seller's facilities at all reasonable times for inspection of goods by Buyer's agents or employees or customers and will provide all tools, facilities and assistance reasonable necessary for such inspection at not additional cost to Buyer. Such goods will be subject to final inspection and acceptance by Buyer after delivery to Buyer. It is expressly agreed that inspections and/or payments prior to delivery will not constitute final acceptance. If the goods delivered do not meet the specifications or otherwise do not conform to the requirements of this order, Buyer shall have the right to reject such goods. Goods which have been delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller or held for disposition at Seller's risk and expense.

6. BUYER'S PROPERTY

Title to and the right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or material furnished or paid for by Buyer shall remain with Buyer. No articles made there from shall be furnished by Seller to any other party without Buyer's prior written consent. Seller shall keep adequate records of such property which shall be made available to Buyer upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practice, all at Seller's expense. Unless otherwise agreed to by Buyer, Seller shall insure Buyer's interest in such property against loss or damage by reason of fire (including extended coverage), riot or civil commission. Copies of certificates of such insurance will be furnished to Buyer on demand.

In the event that Buyer's property becomes lost or damaged to any extent from any cause while in Seller's possession, Seller agrees to indemnify Buyer or replace such property, at Seller's expense, in accordance with Buyer's request. At the completion of the goods requested by Buyer in this order for which Buyer's property was required, Seller shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in its semi-process form. Seller agrees to make such property available to Buyer at Buyer's request, in the manner requested by Buyer including preparation, packing and shipping as directed. Expenses for preparation for shipment will be for Seller's account and shipment shall be made F.O.B. Seller's plant.

7. DRAWINGS AND SPECIFICATION REVIEW

If during the term of this order, Buyer's representatives review drawings, specifications, or other data developed by Sellers in connection with the order and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by Buyer and shall not serve to relieve Seller of any responsibility for the reliability, quality, rate of output, cost delivery, performance of any other requirements of this order.

8. DRAWING AND DATA

Seller shall keep confidential all information; drawings, specifications, or data furnished by Buyer or prepared by Seller specifically in connection with the performance of this order, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other party except as required for the efficient performance of this order. Seller shall not make copies or permit copies to be made without the prior written consent of Buyer. Seller shall not use, either directly or indirectly any such data or any information derived there from for any purpose other than to perform this order without obtaining Buyer's written consent.

9. USE OF INFORMATION

Seller agrees that all information heretofore or hereafter furnished or disclosed to Buyer by Seller in connection with the placing or filling of this order is furnished or disclosed as a part of the consideration for this order, that such information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary, and that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of such information by Buyer, its assigns or its customers.

10. ADVERTISEMENTS

Seller shall not in any manner advertise or publish the fact that it has furnished or contradicted to furnish Buyer the goods or services herein mentioned without prior written consent of Buyer. Seller shall not disclose any details in connection with this order to any party except as may be otherwise provided.

11. TOOLING

Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("tools") necessary for the production of the goods. The cost of changes to the tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the tools with full fire and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title of the tools that are special for the production of the goods upon payment to Seller of the book value thereof less any amounts which Buyer has previously paid to Seller for the cost of such tools; provided, however, that this option shall not apply if such tools are used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others. All tooling shall be segregated and marked accordingly as the purchaser's property. Buyer's tools, manufacturing, test, inspection tooling and equipment shall be visibly marked so that ownership can be determined.

12. TERMINATION

Buyer may terminate the performance of the work under this order in whole at any time, or from time to time in part, by written notice to Seller. Upon receipt of such notice, Seller shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this order and shall proceed to cancel promptly all existing orders and terminate all subcontract insofar as such orders of subcontracts are chargeable to this order. Upon the termination of work under this order, full and complete settlement of all claims of Seller with respect to the terminated work shall be made as follows:

- (I) as compensation to Seller for such termination, unless such terminations for the default of Seller, Buyer shall pay Seller the percentage of the total order price corresponding to the proportion of the amount of work completed on the date of termination to the total work to be done as Seller's full compensation for the work completed under this order and;
- (II) upon Buyer's payment to Seller in accordance with this paragraph, title to all equipment materials, work in progress, finished products, plans, drawings, specification, information special tooling and other things for which Seller has paid shall vest in Buyer.

Seller shall construe nothing contained in this paragraph to limit or affect any remedies which Buyer may have as a result of a default.

13. DEFAULT – CANCELLATION

Buyer reserves the right by written notice of default; to cancel the order, without liability to Buyer, in the event of the happening of any of the following; insolvency of Seller, the filing of a voluntary petition in bankruptcy by Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller of the execution by Seller of an assignment for the benefit of creditors.

14. FORCE MAJEURE

Purchaser may delay delivery and or acceptance occasioned by causes beyond his control. Specific agreements affecting the obligation of the Seller and Buyer concerning liability for damages resulting from the invocation of force majeure may be agreed upon in the purchase order.

15. COMPLIANCE WITH LAWS

Seller agrees to fully observe and comply will all applicable Federal, State and local laws, rules, regulations and orders pertaining to the production and sale of the goods ordered and upon request Seller shall furnish Buyer certificates of compliance with such laws, rules, regulations and orders. Seller will comply with Buyer's requests for Conflict Minerals data submissions (where applicable) in accordance with the Dodd-Frank Act Section 1502, passed by the SEC on August 22, 2012.

16. DELIVERY

If it is indicated on the face hereof or Seller is otherwise informed that this order is placed, directly or indirectly under a contract of the United States Government or any State or other governmental authority, then all terms and conditions required by law, regulation or by the Government Contract with respect to this order are incorporated herein by reference. To the extent that the terms and condition of this order are inconsistent with any such required terms and conditions, then the required terms and conditions shall prevail and be binding on both Buyer and Seller. Seller agrees, upon request to furnish Buyer with a certificate or certificates in such form as Buyer may require certifying that Seller is in compliance with all such terms and conditions as well as any applicable law or regulation. Upon request, Buyer will make available to Seller copies of all payment terms and conditions required by any such Government Contract. All materials used in part manufacture shall satisfy current governmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.

17. EQUAL OPPORTUNITY

The Equal Opportunity Clause in Section 202 Executive Order No. 11246, amended, relative to Equal Employment Opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance, and Section 503 of the Rehabilitation Act, are incorporated herein by specific references.

18. INDEMNIFICATION/HOLD HARMLESS

Seller agrees to indemnify and hold harmless The VICT Co., its successors and assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of the death or injury to any person or damage to any property alleged to have resulted from the goods hereby ordered and upon the tendering of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, fees and damages. Seller shall also indemnify and hold The VICT Co., its agents and employees harmless from and against any and all claims of Seller's agents and employees resulting from any alleged incident, transaction or occurrence on the premises of The VICT Co. in connection with this contract or any order or contract arising there from. Seller hereby waives any workers' compensation statutory or constitutional immunity, including that provided by R.C. § 4123.74, and Section 35, Article II of Ohio's Constitution, which otherwise would preclude The VICT Co.'s claims for contribution or indemnity against seller. The foregoing indemnification shall apply whether Seller or The VICT Co. defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of Seller or otherwise.

19. PATENT INDEMNIFICATION

Seller shall indemnify and save harmless Buyer, its successors, assigns, Customers or user of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any goods supplied under this order infringe any patent or patent rights, and Seller shall when notified, defend any action or claim of such infringement at its own expense.

20. AFFIRMATION OF RELATIONSHIP

Seller and its employees are independent contractors as to The VICT Co. The days and hours of work and the manner by which work is performed by Seller under this Agreement are solely within the discretion of Seller, consistent with The VICT Co.'s general standards and particular requirements; however, in all events Seller agrees to promptly perform all work for project(s) assigned to Seller by The VICT Co. under this Agreement, and to meet any dates for completion of Seller's performance which may be specified by The VICT Co.

21. WORKERS' COMPENSATION COVERAGE

Seller agrees to carry and maintain workers' compensation coverage for all of its employees as required by Ohio law. Proof evidencing such coverage shall be presented to The VICT Co. upon request by The VICT Co.

22. ASSIGNMENT

Neither this order nor any rights or obligations herein may be assigned by Seller nor may Seller delegate the performance of any of its duties hereunder without, in either case, Buyer's prior written consent.

23. APPLICABLE LAW

The local laws of the State of Ohio shall govern the validity, interpretation and performance of these terms and conditions. Applied without resort to choice of law provisions. Any proceedings will apply in Franklin County.

24. SUPPLIER QUALITY DEVELOPMENT

Where designated by the Buyer, Seller agrees to participate in Buyers supplier quality development programs and to comply will all quality requirements and procedures specified by Buyer as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements *IATF 16949*. (Seller shall be registered to ISO 9001 by an accredited 3rd party certification body, with plans of being *IATF 16949* compliant (as applicable). Where ISO 9001 registration is not feasible for the Seller's business due to business size, Seller agrees to participate in an evaluation of Seller's site performed by the Buyer or Buyer's representative. In addition, Buyer shall have the right to enter Seller's facility at any reasonable time to inspect the facility, goods, materials and any property of Buyer covered in this contract. Buyer's inspection of the good's whether during manufacture prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. Seller will also comply with Buyer's requests for IMDS (International Material Data System) data submission requests (as applicable), *as well as, any other product safety, regulatory or customer-specific requirements identified.*

(1) Any change in Sellers STATUS by Seller's registrar on the above mentioned certifications, MUST be communicated to Buyer in a timely fashion so as not to jeopardize existing contracts with Seller, or existing contracts with Buyers customers. (Reference paragraphs 12 & 13)

25. INVOICES AND NOTICES

All correspondence and invoices concerning this order must be addressed to Buyer's purchasing department and sent by courier.

VICT
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4488 Allen Road
Stow, OH 44224
Attn: *Tom Fares*
Tel: 330-926-9236
Fax: 330-926-9251