

INSTRUCTIONS

1. Acknowledgement showing exact shipping date must be made in writing immediately upon receipt of order.
2. On day of shipment mail to us two copies of invoice or bill of materials together with original B/L showing complete routing.
3. On items subject to quantity variations in manufacturing underrun rather than overrun for necessary variations.
4. Packing slips should be enclosed with all shipments.

GENERAL CONDITIONS

1. **ACCEPTANCE.** This purchase order constitutes an offer made by Nobles Manufacturing, Inc. hereinafter referred to as "Purchaser". Return of the acknowledgement copy of this purchase order signed by the Vendor, delivery of part or all of the goods specified, or rendering of part or all of the services specified, will signify the Vendor's unqualified acceptance of Purchaser's offer. If the Vendor desires any modification whatsoever in Purchaser's offer, the Vendor shall notify the Purchaser in writing. No such modification proposed by the Vendor will be binding upon the Purchaser until consented to in writing by the Purchaser.

2. **CONTROLLING TERMS AND CONDITIONS.** Vendor understands and agrees that in the event there is an inconsistency between the Vendor's acceptance notice to Purchaser of this purchase order and the terms and conditions of this purchase order, the terms and conditions of this purchase order shall control.

3. **CHANGES IN ORDER AS ACCEPTED.** Purchaser reserves the right at any time to make changes in time of delivery, drawings and specifications, and material used or work covered by this order. If any such changes causes an increase or decrease in Vendor's production costs, or time required for Vendor's performance, then an equitable adjustment in price and time for Vendor's performance will be made, either for the benefit of the Vendor or the Purchaser, as the case may be, and this order modified accordingly in writing.

4. **DEFECTIVE GOODS.** If blueprints and specifications are furnished by the Purchaser, this order shall be based upon such blueprints and specifications and approval of sample by the Purchaser, or payment for goods or materials prior to inspection by Purchaser, shall not relieve the Vendor from strict and full compliance with such blueprints and specifications. Articles or goods not conforming to such blueprints and specifications may be rejected and returned by the Purchaser for credit or refund of purchase price and/or replacement, at Purchaser's option. Transportation charges for shipment to Purchaser and for return to Vendor shall be paid by the Vendor.

5. **MATERIALS FURNISHED.** Any material furnished by Purchaser on other than a charge basis shall be deemed held by the Vendor upon consignment, and unless otherwise expressly provided, the Vendor shall pay the Purchaser for all such material even though spoiled or not accounted for.

6. **ADDITIONAL PARTS.** Purchaser shall have the right to purchase from Vendor additional parts for service requirements at a negotiated price until such time as Purchaser has authorized tool disposition.

7. **PATENT INDEMNITY CLAUSE.** The Vendor hereby warrants that the goods purchased hereunder and the sale or use of them will not infringe any United States Letters Patent. Unless otherwise specifically agreed to in writing, the Vendor agrees to hold harmless the Purchaser, its successors, assigns, customers, and users of its products against any loss, damage, liability, costs and expenses which may be incurred as a result of and or in defending or settling any suit, claim, judgment, or demand involving infringement or alleged infringement of any United States Letters Patent by the sale or use of the goods purchased hereunder. The Vendor agrees that it will, when so requested, provided it is given reasonable notice of the pendency of any such suit, claim or demand, assure the defense of the Purchaser, and or its successors, assigns and customer, and users of its products against any such aforementioned suits, claims, or demands.

8. **VENDOR'S WARRANTY.** Vendor warrants that the products, goods and services delivered or furnished pursuant to this order will conform to specifications, drawings, samples or descriptions furnished or specified by Purchaser or if to Vendor's design will be suitable in every respect for the purpose intended, and will be merchantable, of good material and workmanship and free from defect. Vendor's warranty is for Purchaser, its successors, assigns, and all users of its products, and shall be construed as a condition as well as a warranty.

9. **COMPLIANCE WITH LAWS.** Vendor agrees to comply with all applicable State, Federal and local laws, orders and regulations

10. **DELAYS.** Vendor agrees to notify Purchaser immediately of any matters or events which may delay delivery of the goods or services herein ordered. If Vendor, for any reason within its reasonable control, does not comply with purchaser's delivery schedule, Purchaser at its option may either approve a revised delivery schedule or cancel the order.

11. **DIES, JIGS, TOOLS AND PATTERNS.** If this purchase order is for special dies, jigs, tools and patterns for use in the manufacture of goods for the Purchaser, or if the price to be paid for the goods on the face of this order includes the cost of special dies, jigs, tools and patterns for use in the manufacture of goods for the Purchaser, then such dies, etc. shall become the property of the Purchaser and shall be subject to removal from the Vendor's premises by the Purchaser at any time without further charges, of any nature. They shall be kept in good condition and from time to time replaced by the Vendor without expense to the purchaser, except that the actual cost of changes due to the Purchaser's change of design

or specifications shall be paid for by the Purchaser. Such tools, dies, jigs or patterns shall not be used in filling purchase orders other than those of the Purchaser, except with the written consent of the Purchaser. Upon cancellation or termination of this purchase order for any reason whatsoever, Vendor shall prepare such tools, dies, jigs and patterns for shipment and dispose of them as the Purchaser shall direct. Drawings of such tools, dies, jigs or patterns must be supplied by the Vendor upon request by the Purchaser.

12. **CANCELLATION BY PURCHASER.** Purchaser reserves the right to cancel this order, or any part thereof, at any time, though the Vendor is not in default hereunder, by giving written notice to the Vendor. In the event of such cancellation, Purchaser shall pay for all goods and services delivered and completed and an equitable settlement shall be arrived at for cost incurred by Vendor for goods and materials in process, not to exceed the aggregate committed quantity and/or price specified in this order. Where cancellation is by reason of termination of a contract of the United States Government under which this order has been placed, Purchaser will pay the Vendor at such time as Purchaser is paid by the United States Government. Upon receipt of any notice of cancellation hereunder, Vendor shall, unless otherwise directed, immediately discontinue all work in progress and immediately cancel all orders or subcontracts given or made pursuant to this order. Exercise by Purchaser of the right to cancellation reserved in this Paragraph 12 and Paragraph 10 hereof shall give rise to no liability on the part of the Purchaser except as specified in this Paragraph 12, and shall not have the effect of waiving damages the Purchaser might otherwise be entitled to.

13. **CANCELLATION BY VENDOR.** In the event that the Vendor desires and requests, in writing, and receives permission for cancellation of this order prior to the completion of services, or delivery of the total goods, specified herein, the Purchaser shall not be obligated to pay the Vendor for the goods and materials in process, but shall only be obligated to pay the Vendor for the finished goods delivered, or services rendered, as of the effective date of such cancellation, which date shall be the date of acknowledgement and agreement by the Purchaser to the Vendor's desire to cancel this order, provided, however, that Purchaser shall be obligated to pay for the tools, dies, jigs and patterns included under this order only to the extent that such tools, etc. have been completed to the specifications therefor, or to the specifications of the goods for which such tools, etc. are being built, as of the effective date of such cancellation and provided further, that such tools, etc., regardless of the percent of completion are readily adaptable for use by the Purchasers in its own or another Vendor's manufacturing facilities. Nothing in this paragraph is intended, nor should such be implied, to be a waiver of Purchaser's legal or equitable rights or remedies for breach of the terms of this agreement.

14. **WORK ON PURCHASER'S OR ITS CUSTOMER'S PREMISES.** If Vendor's work under this order involves operations by Vendor on the premises of Purchaser or one of its customers, Vendor shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and except to the extent that any such injury is due solely and directly to the Purchaser's or Customer's negligence, as the case maybe, shall indemnify Purchaser against all loss which may result in any way from any act or omission of the Vendor, its agents, employees or subcontractors, and Vendor shall maintain such Public Liability, Property Damage, Employer's Liability and Compensation Insurance as will protect Purchaser from said risks and from any claims under any applicable Workman's Compensation and Occupational Disease Acts.

15. **ASSIGNMENT AND SUBCONTRACTING.** This order may not be assigned or subcontracted in whole nor may any assignment of any money due or to become due hereunder be made by the Vendor without the prior written consent of the Purchaser.

16. **USE OF PURCHASER'S NAME.** The Vendor agrees not use the Purchaser's name in Vendor's advertising, or to show parts made for Purchaser in Vendor's advertising with Purchaser's name, or otherwise use Purchaser's name to promote Vendor's sales, without prior written permission of Purchaser.

17. **GOVERNMENT CONTRACTS.** If this order indicates that these goods and services are destined for United States Government use, pertinent provisions of Federal Laws, Executive Orders, Armed Services Procurement Regulations and Implementing instructions thereto, shall apply.

18. **NON-DISCRIMINATION IN EMPLOYMENT.** Unless this order is exempted by provisions of the President's Executive Order No. 11246 as amended, Vendor agrees in connection with performance of work hereunder, not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin, including but not limited to non-discrimination in upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or compensation, and selection for training including apprenticeship; to post in conspicuous places notices with respect to non-discrimination in employment practices; to fully comply with Executive Order No. 11246 as amended and the rules and regulations issued thereunder; and to insert such non-discrimination provisions in all purchase orders or subcontracts incident to performance of work under this order, except such as are exempted by regulations issued under such Executive Order.