

Domino Amjet, Inc. Purchase Order Terms and Conditions

1. ACCEPTANCE.ENTIRE AGREEMENT

This Purchase Order shall constitute an offer by Domino Amjet, Inc. (.Purchaser.) to purchase the goods or services described on the face hereof. Any acceptance of this Purchase Order is expressly limited to and made conditional upon acceptance of the terms and conditions contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms or conditions of this offer in Seller.s acceptance is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services but instead shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and on the back hereof, any additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Purchase Order being deemed material and object to and rejected. The terms and conditions on the face and back hereof and in any documents referred to on the face hereof supersede all prior written or oral statements or understandings between Purchaser and Seller and constitute the entire and only agreement between them relating to the subject matter hereof.

2. TERMINATION AND CHANGE

Purchaser reserves the right to terminate this Purchase Order or any part hereof at will, upon ten (10) calendar days prior written notice to Seller. In such event, Seller shall immediately stop all work and observe any instructions from Purchaser as to work in process. Seller shall be paid an equitable adjustment reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination, but shall not be paid for (a) any work done after receipt of the notice of termination, (b) any costs which Seller could reasonably have avoided or (c) costs attributable to supplies, labor or materials acquired by Seller to manufacture products for Purchaser to the extent that Purchaser does not accept such products after termination of this Purchase Order. Purchaser may also terminate this Purchase Order or any part hereof for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall hold Purchaser harmless from, any damages occasioned by Seller.s breach or default.

Purchaser shall have the right to make written changes in this Purchase Order at any time, and Seller agrees to accept such changes. In the event such changes result in additional costs, Purchaser shall make an equitable adjustment in the purchase price, provided such additional costs are itemized for Purchaser by Seller within thirty (30) days of the change.

3. PACKING, DELIVERY AND TRANSPORTATION

Purchaser reserves the right to cancel this Purchase Order or any portion hereof if shipment is not made when and as specified, time being of the essence of this Purchase Order, and to charge Seller for any loss entailed.

Neither Seller (in respect of its obligation to make delivery) nor Purchaser (in respect of its obligation to accept delivery) shall be liable for any delay or failure of performance occasioned solely by causes beyond its reasonable control, including, but not limited to, acts of God, acts of any other party, acts of civil or military authority, fires, strikes, floods and other catastrophes, provided it shall have given notice to the other party of any such cause for delay promptly following the commencement thereof and shall have used its best efforts to make or accept delivery, as the case may be, as expeditiously as possible, taking into account such cause for delay. In the event that the foregoing circumstances affect Seller.s capacity to perform only in part, Seller shall allocate production and delivery among its customers in a fair and reasonable manner. Seller shall promptly notify Purchaser in writing in the event that Seller must make such an allocation and shall include in such notice an estimate of the quantity and type of products to be made available to Purchaser.

No charge shall be made by Seller for packaging or storage. All goods shall be packaged, marked and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates. Seller shall mark on containers handling and loading instructions, shipping information, order number, item and account number, shipment date, and names and addresses of Seller and Purchaser. An itemized packing list shall accompany each shipment.

If Purchaser believes that any delay or anticipated delay in delivery of the nature described above may impair its ability to meet its production schedules or otherwise interfere with its operations, in addition to Purchaser.s other rights under law, Purchaser may, at its option, direct Seller to hold the goods pending Purchaser.s further direction (in which case Purchaser shall be liable only for direct increased costs incurred by Seller by reason of Purchaser.s instruction) or terminate this Purchase Order without liability to Seller.

If freight routing is not specified by Purchaser, Seller shall ship all goods at the lowest rate in effect. When freight routing is specified by Purchaser and a lower rate is in effect via another route, Seller shall notify Purchaser immediately. All transportation charges must be prepaid. Risk of loss or damage to the goods shall remain with Seller until Purchaser has actually received goods fully conforming to this Purchase Order.

4. CONFIDENTIALITY.PROPRIETARY RIGHTS

Seller shall consider all information, including specifications and drawings, furnished by Purchaser to be confidential and shall not disclose any such information to any other person or use such information for any purpose other than performing this contract.

Any invention, sole or joint, made by employees of Seller and arising out of any specifications, drawings or other information provided to Seller by Purchaser, or any modification, extension or repetition thereof, shall be fully disclosed to Purchaser and completely assigned to Purchaser without additional compensation.

5. WARRANTIES

Seller warrants that it shall convey to Purchaser good title to all goods sold hereunder and that such goods (a) shall be free of any security interest or other encumbrance not agreed to in writing by Purchaser, (b) shall conform to all specifications, drawings, samples, industry standards or other descriptions furnished or designated by Purchaser and (c) shall be merchantable and free from any defects in workmanship or material.

If Seller has been informed of the intended use of the goods, Seller also warrants that the goods furnished hereunder are suited and appropriate for said use. Seller warrants that all services furnished hereunder shall be performed properly and in a workmanlike manner. Remedies conferred on Purchaser by this Purchase Order are in addition to all remedies available under the Uniform Commercial Code and are cumulative with all other rights accorded Purchaser under law or in equity. Seller shall indemnify and save Purchaser harmless from any breach of any of these warranties, and no limitation on Purchaser.s remedy in Seller.s documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Purchaser and shall extend its own warranties to Purchaser.s customers.

Seller warrants that the prices for the goods or services furnished hereunder are no less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities and, in the event of any price reduction prior to delivery of the goods or performance of the services, Purchaser shall be entitled to the benefit of such reduction. Seller warrants that prices shown on this Purchase Order shall be complete, and no additional charges of any type shall be added without Purchaser.s express written consent.

6. PATENTS

Seller agrees to assume, promptly upon receipt of notification, full responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents or customers for alleged patent, trademark or copyright infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Seller

7. INDEMNIFICATION

Seller shall defend, indemnify and hold harmless Purchaser against all damages, claims or liabilities and expenses (including attorneys fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees or subcontractors, including any violation of or failure to comply with any Federal, State or local law, order or regulation in connection with the goods or services furnished hereunder. This indemnification shall be in addition to the warranty obligations of Seller.

8. INSURANCE

If this Purchase Order includes work to be performed by Seller on Purchaser's property, or on property of Purchaser's customers, Seller agrees that all such work shall be done as an independent contractor and that the persons performing such work shall not be considered employees of Purchaser, and Seller shall maintain all necessary insurance coverages, including public liability and workers compensation insurance.

9. INVOICES

A separate invoice shall be issued for each shipment. Unless otherwise specified in this Purchase Order, no invoice shall be issued prior to shipment of the goods or performance of the services described on the face hereof, and no payment will be made prior to receipt of such goods or services and a correct invoice. Payment due dates, including discount periods, will be computed from the date of receipt of goods or performance of services, or the date of receipt of a correct invoice, whichever is later, to the date Purchaser's check is mailed. Unless freight and other charges are itemized, any discount taken will be taken on the full amount of the invoice.

10. INSPECTION

Payment for goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all of such goods that are in Purchaser's judgment defective or non-conforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at Seller's expense.

11. DAMAGES

Purchaser shall be entitled to all incidental damages resulting from a breach by Seller, including, but not limited to, all expenses incurred in inspection, receipt, transportation and care and custody of good rightfully rejected, any commercially reasonable charges, expenses or commissions incurred in effecting cover, and any other incident to a delay or breach by Seller.

Purchaser shall be entitled to consequential damages resulting from a breach by Seller for any loss resulting from general or particular requirements and needs of Purchaser of which Seller is aware at the time of acceptance of or performance pursuant to this Purchase Order, and which reasonably cannot be prevented by cover or otherwise, and damages sustained by Purchaser from any injury to person or property proximately resulting from any breach of warranty by Seller.

Without limiting the generality of the foregoing or of Purchaser's rights under Paragraph 2 of this Purchase Order, if goods the subject of this Purchase Order are to be delivered in lots or installments, such goods and the performance subject to this Purchase Order must conform in all respects to this Purchase Order, and any failure of the goods or Seller's performance to conform in any respect, even though it be a single lot or installment, shall constitute a breach sufficient to justify rejection of the lot or installment or, at Purchaser's option, acceptance of any commercial unit or units and rejection of the rest of the lot or installment. In addition, Purchaser shall have the right, in its sole discretion, to determine that the nonconformity of any single lot or installment substantially impairs the value of this Purchase Order to Purchaser and to terminate this Purchase Order following receipt of such non-conforming lot or installment. The acceptance of any non-conforming lot or installment is not a waiver of any breach or any rights of the Purchaser with respect to this Purchase Order.

12. NO ASSIGNMENT

No part of this Purchase Order may be assigned or subcontracted without prior written approval of Purchaser.

13. SET-OFF

All claims for money due or to become due from Purchaser shall be subject to deduction or set-off by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

14. WAIVER

Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or Purchaser's waiver of any breach hereunder, shall not thereafter be deemed to waive any other terms, conditions or privileges.

15. LIMITATION OF PURCHASER'S LIABILITY-STATUTE OF LIMITATIONS

In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach of any agreement hereunder shall in no case exceed the price allocable to the goods or services that give rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to goods delivered or services performed hereunder must be commenced within one year after the cause of action has accrued.

16. COMPLIANCE WITH LAW

Seller will comply with all applicable Federal, State and local laws in connection herewith and specifically represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

17. GOVERNING LAW

This Purchase Order and any agreement arising here from shall be construed, interpreted and governed in all respects by the laws of the State of Illinois.

18. THE EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The parties to this order affirm their commitment to equal employment opportunity, to comply with all equal employment and affirmative action statutes and regulations and hereby agree as follows: The provisions of the Equal Opportunity Clauses at 41 CFR Â§ 60-1.4(a), 41 CFR Â§ 60- 250.5(a) and 41 CFR Â§ 60-741.5(a) are hereby incorporated as terms and conditions of this Purchase Order [Contract].

19. BECK NOTICE CLAUSE FOR CONTRACTS/PURCHASE ORDERS

Employers must use the following clause if they are engaging in contracts and/or purchase orders for \$100,000 or indefinite quantities that are expected to be \$100,000 in one year:

"As applicable, all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 (Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees)".