

Lyman Products
PURCHASE ORDER TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS:** Except as noted in Sections 2 and 8 below, the Terms and Conditions contained in this Purchase Order ("Order") and any attachments hereto are the only terms and conditions upon which Buyer shall deal with Seller and represent the entire agreement between the parties relating to the subject matter herein. This Order shall govern all transactions between Buyer and Seller to the entire exclusion of all other terms or conditions submitted or proposed. Buyer does not agree to any other terms or conditions set forth in Seller's quotation or acceptance documents, except to the extent explicitly set forth in a separate writing signed by Buyer. Any failure to return an acknowledgement copy of this Order or any other statement or writing of Seller shall not alter, add to, or otherwise affect these Terms and Conditions. Buyer and Seller hereby agree that electronic transmission of this Order or related communications shall be treated by each party as a "writing".
2. **RELEASE AGAINST SUPPLY AGREEMENT:** If this Order is a release against a current and valid supply agreement in place between the parties ("Agreement"), the terms of such Agreement will take precedence over any conflicting terms herein. Any specific Addendum(s) attached hereto shall also take precedence over any conflicting terms between this Order and the respective Addendum.
3. **PRICING:** Unless otherwise indicated in this Order, prices are firm for the term of this Order and include all applicable taxes including, but not limited to, all federal, state, country and local sales, use, excise, privilege, payroll, occupational, import and export duties, inbound freight, packaging, insurance, handling and all applicable charges. Seller shall indemnify Buyer against any liability and expense by reason of Seller's failure to remit the same to the proper taxing authority. Outbound freight charges, if specifically allowed in this Order, shall be itemized separately on any Seller invoice. All prices are in U.S. dollars and all payment shall be made in U.S. dollars.
4. **TIME IS OF THE ESSENCE:** Time is of the essence in delivering conforming goods.
5. **DELIVERY, TITLE AND RISK OF LOSS:** Seller warrants that it shall transfer clear title to Product, and Buyer shall accept risk of loss or damage upon receipt and acceptance of Product by Buyer. In the event that deliveries are not made in accordance with the exact quantities, ship date, amount of kan-ban and/or consignment product(s) specified in this Order, Buyer shall be entitled to recover all related costs, losses, penalties and expenses from Seller that Buyer incurs as a result of Seller's failure to perform as scheduled including, but not limited to, line or production slowdowns or stoppages for either the Buyer or its customers. Acceptance of all or any part of this Order by Buyer after the specified delivery date shall not constitute a waiver of any claims that Buyer may have for delays in delivery. Seller retains all risk of loss during shipment and shall be responsible for all damage to the Products that occurs during shipment.
6. **INSPECTION AND REJECTION:** (i) Buyer may inspect and reject all non-conforming Product within a reasonable period of time after delivery without regard to whether payment has been made. Buyer shall not be responsible for the inspection of Product before assembly and/or resale to its customers and all warranties shall survive inspection, installation, assembly, acceptance and payment by Buyer. (ii) Buyer shall be entitled to a refund or credit, at Buyer's sole option, for any Product that does not conform to Buyer's or Seller's representations, specifications, warranties, and/or documentation. Buyer may choose, at Seller's risk and expense, to either hold non-conforming Product pending Seller's instructions or ship the Product to Seller's address shown on this Order. (iii) Rejection of Product may be determined by Buyer's analysis of a representative sampling of Product items. Seller will participate in such analysis in accordance with Buyer's procedures and instructions.
7. **WARRANTIES:** (i) For a term of twelve (12) months from the time the Product is placed in service; 18 months from the date of manufacture; or the period of Seller's warranty, whichever is greater, or as otherwise agreed and documented in a writing signed by Buyer and Seller, Seller warrants that all Product supplied under this Order will be: (a) free from defects in material and workmanship and of a quality consistent with Buyer's and Seller's specifications and parts per million (PPM) quality levels; (b) merchantable; (c) in conformance with Buyer's and Seller's specifications; (d) sufficient in form, fit, and function appropriate for the purpose intended; and (e) new and not refurbished or reconditioned. Supplier also warrants that any services performed for Buyer shall be rendered in a good and workmanlike manner by skilled personnel and in accordance with industry standards. Seller extends to Buyer any and all warranties received from Seller's sub-suppliers and subcontractors and agrees to enforce such warranties on Buyer's behalf. All of Seller's warranties shall run collectively and separately to Buyer, its successors, assigns, customers and users of Buyer's Product. The above warranties are in addition to any warranties implied by law or otherwise and made

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by Seller and shall survive acceptance and payment by Buyer. (ii) If Product does not meet any of the warranties set forth herein or otherwise breaches the terms of this Order at any time, Buyer may, at its sole election and in addition to any other rights or remedies it may have pursuant to law, equity, or this Order and at Seller's expense, do one or more of the following: (a) return the Product and receive from Seller a refund or credit, at Buyer's option, of any amounts paid by Buyer for the Product(s), (b) purchase or manufacture similar items and be reimbursed by Seller for all additional costs thereof, (c) accept or retain the Product(s) and equitably reduce their price, (d) repair or have the Product repaired and receive reimbursement from Seller for all costs associated therewith, or (e) require Seller to promptly replace or correct the Product at Seller's sole expense. Buyer may, at its sole election and in addition to any other rights or remedies it may have pursuant to this Order, at law or in equity, recover from Seller any costs, losses, lost profits, consequential, special, and incidental damages incurred by Buyer as a result of such Breach, including internal costs and those Buyer is charged by its customers. Breach of the warranties set forth in this Section 7, or any other term of this Order, shall entitle Buyer to all available remedies, including those contained in the Uniform Commercial Code--Connecticut. (iii) In the event Buyer experiences, excessive failures or returns of Seller's Product (as determined in the sole discretion of Buyer) at any time during the warranty period, OR AT ANY TIME AFTER THE EXPIRATION OF THE WARRANTY PERIOD, Buyer shall have the right, in its sole discretion, and in addition to any other remedies it may have pursuant to law, equity, or this Order, to require Seller, at Seller's sole expense, to implement a field replacement program ("Replacement Program"). (iv) In the event that either Seller or Buyer learns of any potential safety hazard or unsafe condition relating to any of the Products supplied under this Order which may be subject to the reporting requirements of the Consumer Product Safety Commission or any other governmental regulatory authority, it will promptly advise the other, and both parties will cooperate to undertake all appropriate corrective actions. All expenses, costs, attorneys' fees, court costs, recall expenses, settlement and judgment expenses in connection with the CPSC filing (or other regulatory filing) and any subsequent recall or other action shall be borne exclusively by Seller.

8. **CHANGES:** (i) Buyer may make changes to any Product to be specially manufactured or provided, but no change shall be effective, nor shall Buyer be obligated to pay any increase in compensation as a result of a change, unless such change is documented in a Purchase Order issued by Buyer. Seller must notify Buyer of an increase or decrease in price within ten (10) calendar days of Buyer's request or notice. Changes which increase or decrease pricing shall be priced as mutually agreed in writing. (ii) Seller will not make any changes in Product design, process, materials, or specifications without the prior written consent of Buyer.

9. **BUYER'S PROPERTY:** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, designs and other items furnished by Buyer, either directly or indirectly, to Seller to produce the Product, or for which Seller has been reimbursed by Buyer ("Buyer's Property"), shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's Property, and indemnify Buyer against such loss or damage, while Buyer's Property is in Seller's possession or custody and shall maintain insurance coverage, as required below, on Buyer's Property at Seller's sole expense. Buyer's Property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this Order; shall not be used in any manner for other customers of Seller; shall be deemed to be Buyer's personal Property; shall be conspicuously marked by Seller to identify it as Property of Buyer; shall not be commingled with the property of Seller or with that of a third party; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, such Property shall be immediately released to or delivered to Buyer by Seller in accordance with Buyer's instructions.

10. **PAYMENT TERMS, INVOICES, AND SETOFF:** Buyer shall pay Seller for undisputed amounts due net ninety (90) days after the latter of: (i) the date a correct invoice is received at Buyer's "bill to" address, or (ii) receipt of the Product. Buyer shall be entitled at any time to set off any and all amounts owed by Seller to Buyer.

11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Seller (1) warrants that none of the goods or services supplied pursuant to this Order shall infringe or contribute to the infringement of any Buyer or third-party intellectual property rights, and (2) shall, at Seller's own expense, defend, indemnify and hold Buyer, its shareholders, directors, officers, employees, agents, and representatives harmless from any and all claims, liabilities, damages, and expenses (including expert witness and attorneys' fees) arising out of any alleged or actual claim of infringement, contributory infringement, or misappropriation of any patent, copyright, trade secret, trade name, trademark, service mark or other third-party intellectual property rights arising from or

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related to the Product or services supplied pursuant to this Order. This Warranty and Indemnity shall survive delivery and acceptance of the Product supplied or services performed, and any termination or expiration of this Order.

12. INDEMNIFICATION: (i) Seller shall defend, indemnify and hold harmless Buyer, its shareholders and affiliated companies, and their respective directors, officers, employees, agents, representatives, successors and assigns, from and against any and all losses, costs, expenses, claims, and fees (including expert witness and attorneys' fees) arising out of any claim or allegation of: (a) breach of any warranty, obligation or other provision or condition of this Order; (b) any and all recall actions of Seller's Product, whether voluntary or pursuant to recommendations or direction of any governing authority; and/or (c) personal injury, death, property damage, or loss suffered by Buyer at any time both during and after the warranty period, resulting from, or claimed to have resulted from, any actual or alleged defect in the Product, regardless whether such claim is founded in breach of contract, breach of warranty, negligence or strict liability. Seller shall take upon itself the defense of any such litigation, the settlement of all such claims, and payment of all judgments entered in any such litigation including, without limitation, all costs of attorneys' fees and other expenses. In any instance where any claims in any way affect Buyer's interests, Seller shall not consummate any settlement without Buyer's prior written consent. Buyer, at its expense, will have the right, but not the obligation, to participate in the handling, settlement, or defense of any such matter. If Seller fails to assume its obligations under this Section 12, Buyer will have the right, but not the obligation, to proceed to defend itself and to require from Seller reimbursement and indemnification for any and all costs and expenses in connection therewith, including its reasonable attorneys' fees. This indemnification shall survive delivery and acceptance of the Product supplied or services performed, and any termination or expiration of this Order

13. INSURANCE: Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Buyer in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place. Supplier to provide its Suppliers' insurance certificates naming Lyman Products Corp as an additional insured.

14. TERMINATION: (i) Buyer may, for its convenience, terminate without penalty or further liability to Seller all or any portion of this Order at any time by giving prior written notice to Seller. (ii) In the event of termination by Buyer for cause, which cause may include, but not be limited to, any of the following: Seller's insolvency; Seller's filing, either voluntarily or involuntarily, a petition for bankruptcy under any section of the Bankruptcy Act; Seller making any assignment for the benefit of creditors and/or having a receiver appointed for it; breach by Seller of any of the terms of this Order, including Seller's warranties; failure of Seller to perform services or deliver Product, as specified by Buyer or to meet quality or compliance requirements; and/or failure of Seller to remedy any defect or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach, Buyer may seek any and all remedies to which it may be entitled at law or in equity, in addition to the right to obtain suitable replacement products at Seller's expense and to be reimbursed by Seller for any and all associated costs related to the termination including, but not limited to, testing and qualification of replacement products, increased transportation costs, attorneys' fees, travel, and any and all other expenses incurred therewith.

15. REMEDIES: The rights and remedies reserved to Buyer in this Order shall be cumulative and in addition to all other or further remedies available at law or in equity.

16. DISPUTES: Seller and Buyer agree that they shall first attempt to settle any controversy or claim arising out of or relating to this Order or the breach thereof through good faith discussions. All negotiations pursuant to this Clause 19 shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event such discussions are unsuccessful, the Buyer shall have, at its option, the right to pursue resolution of such controversy or claim through mediation, non-binding arbitration, or litigation. If arbitration is selected, it shall be decided in accordance with the then-current rules of the American Arbitration Association. Judgment upon any award may be entered in any court of competent jurisdiction in accordance with Section 23. The prevailing party shall be entitled to recover reasonable

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attorneys' fees, costs and expenses, including any costs or expenses incurred in pretrial investigation, at trial, or on appeal, and all of which shall be made a part of the award or judgment.

17. **WAIVER:** Failure by Buyer to assert any of its rights under this Order shall not be deemed a waiver of such rights, nor shall any waiver be implied from payment by Buyer for any Product. No waiver of any right shall extend to or affect any other right Buyer may possess or to any subsequent similar or dissimilar event.

18. **LANGUAGE OF ORDER:** This Order is written in English. Any translation into another language shall have no impact on the interpretation of this Order. The English language shall be used in all documents and correspondence related to this Order.

19. **SEVERABILITY:** If any provision of this Order is determined by an arbitrator or court of competent jurisdiction to be illegal, invalid, void, or unenforceable, then such provision shall be deemed stricken or shall be amended for purposes of the dispute in question, but only to the extent necessary to render such provision legal, valid and enforceable, if possible. All other provisions of this Order shall remain in full force and effect.

20. **GOVERNING LAW AND VENUE:** This Order shall in all respects be governed by and construed in accordance with the laws of the State of Connecticut, without regard to Connecticut principles of conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods. Any and all actions arising from or relating to this Order shall be submitted to the exclusive jurisdiction of the federal or state courts of the State of Connecticut.

21. **GENERAL:** Seller shall not delegate its duties or assign this Order and its rights hereunder to any party or entity and any attempt to do so shall be void. Section headings are for convenience only and shall have no legal or interpretive effect. All Sections herein shall survive termination or expiration of this Order. Seller's relationship and that of its agents, servants, and/or employees to Buyer in performance of this Order shall be that of an independent contractor and not as an agent, servant or employee of Buyer. Seller and its employees shall comply with all rules, including safety, traffic and security established by Buyer for operations within Buyer's locations.

22. **ENTIRE AGREEMENT:** Except as noted in Sections 1, 2 and 8 above, This Order shall constitute the entire agreement between Buyer and Seller and shall supersede all previous and contemporaneous understandings and agreements, whether verbal or written, express or implied, relating to the subject matter herein. By accepting this Order, Seller hereby acknowledges and agrees that the terms contained in any of the Seller's acknowledgment forms or any other forms or invoices supplied by Seller will be given no effect.