

LYMAN PRODUCTS – FOREIGN PURCHASE ORDER TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 In these Conditions, the following terms shall have the following meanings: *Buyer* means Lyman Products, Confidential Information means the disclosing party's information in any form whether oral, documentary, magnetic, electronic, graphic or digitized, relating to the disclosing party's business and including information relating to patents, trademarks, registered/ unregistered rights, design rights, copyright formulations, engineering drawings, specifications, data, know-how, inventions, models, sample components, formulae, manufacturing methods, analytical and quality control methods, sales data, anticipated sales volumes, information relating to potential or actual customers, business structure, assets, liabilities, operations, budgets and strategies; *Purchase Order* means the Purchase Order for the sale and purchase of the Goods whether expressly in writing or through delivery of the Goods pursuant to an Order; *Goods* means any goods agreed in the Purchase Order to be bought by the Buyer from the Seller as described in the Order; *Order* means the Buyer's purchase order to which these Conditions are annexed or to which these Conditions are applicable; *Seller* means the person so described in the Order.

2. GENERAL

- 2.1 These Conditions are the only conditions upon which the Buyer is prepared to deal with the Seller and they shall govern the Purchase Order to the entire exclusion of all other terms or conditions submitted. No terms or conditions endorsed upon delivered or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Purchase Order and the Seller waives any right which it otherwise might have to rely on such terms and conditions. These Conditions apply to all the Buyer's purchases of the Goods and any variation to these Conditions shall have no effect unless
- 2.2 The Order shall be deemed to be an offer by the Buyer to buy the Goods subject to these Conditions and no Order shall be accepted until the Seller either expressly, by giving notice of acceptance, or impliedly, by fulfilling the Order, in whole or in part accepts the offer. The Order will lapse unless accepted by the Seller within 10 days of the date of its receipt by the Seller.
- 2.3 Delivery terms used in the quotation, tender or Purchase Order shall be EX-WORKS Origin.
- 2.4 Nothing in these Conditions shall limit or exclude liability for incidental or consequential damages, gross negligence, willful misconduct, fraud or fraudulent misrepresentation.

3. SPECIFICATION/QUALITY

- 3.1 The quantity, quality and description of the Goods shall, subject to the provisions of these Conditions, be as specified in the Order and/or in any applicable specification supplied or advised by the Buyer to the Seller.
- 3.2 If a standard of performance is specified, the Goods should be capable of the required performance and where applicable, Test Certificates, Certificates of Conformity including but not limited to; EC Declarations of conformity regarding EMC, Low Voltage or Machinery and the relevant Installation Instructions regarding such Directives and/or material Analysis Certificates and as specified in the Order will be required to be provided by the Seller to the Buyer.
- 3.3 At any time prior to delivery of the Goods the Buyer shall have the right to inspect and test the Goods. The Buyer will be entitled to inspect and test the Goods during manufacture, processing and storage. The Buyer's representatives, or the agent of any government department or other customer concerned, shall be allowed to visit the Seller's premises where the Goods are being manufactured, processed or stored at any reasonable time to inspect the progress of the Goods.
- 3.4 If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods do not conform, or are unlikely to conform, with the Order or to any specifications supplied or advised by the Buyer to the Seller, the Buyer shall inform the Seller and the Seller shall immediately at its cost take such action as is necessary to ensure conformity. Any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Purchase Order or imply acceptance of the Goods pursuant to an Order.

4. COMPLIANCE WITH LAWS

- 4.1 For the purpose of this clause 4; "Applicable Laws" shall mean all applicable laws, rules, regulations, ordinances and codes of practices including, but not limited to, the following: (i) manufacture, packaging, packing and delivery of the Goods; (ii) employment rights; (iii) all import/export laws, rules, regulations and requirements; and (iv) environmental laws; and "undertakes" shall mean represents, warrants, certifies and covenants.
- 4.2 The Seller undertakes that it shall fully comply with all Applicable Laws in the performance of this Purchase

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Order. If the Goods are manufactured in a country other than the country in which the Goods are delivered to the Buyer, the Seller will mark the Goods “Made in (country of origin)”. Upon the Buyer’s request, the Seller shall promptly furnish any reports, required information, and/or certifications required under such Applicable Laws.

- 4.3 The Seller undertakes that the Goods fully comply with all Applicable Laws in locations in which the Goods are likely to be used or sold and shall provide for any of the Goods, upon request, all reports and required information including, but not limited to, certifications, component natural resources, confirmation that the Chemicals Hazard and Information and Packaging for Supply Regulations 2002 (“CHIP”) and the Control of Substances Hazardous to Health Regulations 2002 (or local equivalent regulation) have been complied with as required under such Applicable Laws. The Seller shall maintain and retain sufficient documentation to enable the country of origin of the Goods to be traced within the Goods sold to the Buyer.
- 4.4 The Seller undertakes that the Goods have not and will not be produced or supplied (by the Seller or its suppliers) in racially or ethnically segregated facilities or any location in which racially or ethnically segregated facilities are maintained; or by using forced, indentured, convict or child labor; or in violation of minimum wage, hour of service or overtime laws of the country of manufacture or in any jurisdiction in which the Goods are provided; or in non-compliance (without limitation) with the following Directives and Regulations: (i) European Union Directive 2002/95/EC (27 January 2003) (RoHS Directive); (ii) European Union Directive 2002/96/EC on Waste and Electronic Equipment (WEEE); (iii) The Electronic Waste Recycling Act (California SB20/50) (where relevant); and; (iv) Regulation 1907/2006 of the European parliament and of the Council (REACH Regulation: 18 December 2006); each as amended at the time of any Purchase Order, unless expressly agreed in writing by the Buyer.

5. PRICE AND PAYMENT

- 5.1 **NO PRICE INCREASES ALLOWED DURING THE UNITED STATES LYMAN FISCAL YEAR, ENDING DECEMBER 31. MUST HAVE 90 DAYS NOTICE AND SIGNIFICANT JUSTIFICATION FOR ANY PRICE INCREASE.**
- 5.2 The price of the Goods shall be stated in the Order in USD unless otherwise agreed in writing by the Buyer shall be inclusive of any and all taxes, duties, and all other charges. No variation in the price nor extra charges can be made unless necessary. If a price increase is justified, it must be only in the last quarter of the calendar year. Any price variations must be fully justified and submitted by written notice 90 days prior to effect and must have the written consent of the Buyer.
- 5.3 Unless otherwise stated in the Order, the Buyer shall pay the price of the Goods to the Seller within 30 days after the receipt at the Buyer’s invoice address of a correctly submitted and undisputed invoice, or if later, the acceptance of the Goods by the Buyer.
- 5.4 A separate invoice for each individual shipment of Goods shall be sent by the Seller to the Buyer as soon as it is reasonably practicable after dispatch or performance, or in accordance with the schedule of payments as stated in the purchase order in the event of part or progress payments being agreed.
- 5.5 The Buyer may set-off any amount owing at any time from the Seller to the Buyer against any amount payable by the Buyer to the Seller under the Purchase Order.

6. DOCUMENTS/PACKING, MARKING AND DISPATCH OF GOODS

- 6.1 LYMAN RULES FOR MARKING GUIDELINES - Appendix A
- 6.2 Seller may submit invoices to Buyer’s Accounts Payable Department at the address on the front of this PO no earlier than upon shipment or completion of services. Invoices must specify the PO number, order line Item number (if any), part number, description, quantity, unit price, date of shipment, and such other information as may be reasonably requested by Buyer from time to time. Unless otherwise specified in this PO, payment will be net thirty (30) days from date of invoice, providing Buyer receives Seller’s correct and valid invoice, and further provided that the Items have been delivered or performed in accordance with this PO and Buyer has accepted them. Buyer is entitled at all times to set-off any amount (e.g., price or cost adjustments) owing from Seller to Buyer or any of its affiliates against any amount payable at any time by Buyer under this PO Unless otherwise specified in the Order: (i) all Goods shall be properly packed, marked and dispatched at the Seller’s expense in accordance with the requirements of the Buyer; (ii) the Seller shall mark the outside of each package with his name and with full details of the destination and include a packing note stating the contents and reference number of the Buyer’s Order; and (iii) the Buyer shall not be liable to pay for or return to the Seller any packaging or crating.

7. DELIVERY

- 7.1 UNLESS OTHERWISE STATED IN THE ORDER, THE GOODS SHALL BE DELIVERED TO THE DELIVERY ADDRESS STATED ON THE ORDER, OR TO SUCH OTHER PLACE OF DELIVERY AS IS NOTIFIED IN WRITING BY THE BUYER TO THE SELLER PRIOR TO DELIVERY OF THE GOODS. ALL DELIVERIES SHALL BE MADE DURING THE BUYER'S USUAL BUSINESS HOURS.
- 7.2 **THE DATE FOR ARRIVAL (DELIVERY) SHALL BE SPECIFIED IN THE ORDER. TIME FOR ARRIVAL (DELIVERY) SHALL BE OF THE ESSENCE.**
- 7.3 THE SELLER SHALL ENSURE THAT EACH DELIVERY IS ACCOMPANIED BY A DELIVERY NOTE WHICH SHOWS, IN ADDITION TO THE REQUIREMENTS SET OUT IN CLAUSE 6, THE NUMBER OF PACKAGES AND CONTENTS AND, IN THE CASE OF PART DELIVERY, THE OUTSTANDING BALANCE REMAINING TO BE DELIVERED.
- 7.4 ESCALATION VERBIAGE
IF THE GOODS DO NOT ARRIVE (DELIVERED TO LYMAN) BY THE ARRIVAL DATE THEN, WITHOUT PREJUDICE TO ANY OTHER RIGHTS WHICH THE BUYER MAY HAVE, THE BUYER RESERVES THE RIGHT, AT ITS SOLE OPTION, TO: (I) TO CLAIM FROM THE SELLER BY WAY OF LIQUIDATED DAMAGES FOR DELAY, 1% OF THE PURCHASE PRICE FOR EVERY WEEK'S DELAY AND CLAIM DAMAGES FOR ANY COSTS, LOSS OR EXPENSES INCURRED BY THE BUYER AND NOT COMPENSATED BY THE LIQUIDATED DAMAGES, WHICH ARE IN ANY WAY ATTRIBUTABLE TO THE SELLER'S FAILURE TO DELIVER THE GOODS ON THE DUE DATE; THE PARTIES ACKNOWLEDGE THAT SUCH LIQUIDATED ARE A FAIR AND REASONABLE ESTIMATE OF BUYER'S ADDITIONAL COSTS AND EXPENSES CAUSED BY SUCH DELAY AND NOT A PENALTY, AND SHALL BE IN LIEU OF BUYER'S OTHER REMEDIES; (II) CANCEL THE PURCHASE ORDER OR ANY OUTSTANDING ORDER IN WHOLE OR IN PART; (III) REFUSE TO ACCEPT ANY SUBSEQUENT DELIVERY OF THE GOODS WHICH THE SELLER ATTEMPTS TO MAKE; (IV) DEDUCT FROM THE PRICE OF THE GOODS OR IF THE BUYER HAS ALREADY PAID THE PRICE, TO REQUEST A FULL REFUND FOR THE RELEVANT GOODS BY THE SELLER;
- 7.5 IF THE BUYER RECEIVES ANY EARLY DELIVERY OF THE GOODS, IT MAY RETURN THEM TO THE SELLER AT THE SELLER'S EXPENSE.
- 7.6 WHERE AN ORDER IS FOR SCHEDULED DELIVERIES OVER A SPECIFIC PERIOD, THE BUYER MAY ON REASONABLE NOTICE TO THE SELLER, AMEND THE DESIGN OR SPECIFICATION OF THE GOODS ORDERED FOR ANY REMAINING DELIVERIES.
- 7.7 THE BUYER SHALL BE ENTITLED TO REJECT GOODS THAT ARE NOT IN ACCORDANCE WITH THE PURCHASE ORDER AND SHALL NOT BE DEEMED TO HAVE ACCEPTED THE GOODS UNTIL IT HAS HAD 14 DAYS TO INSPECT THEM FOLLOWING DELIVERY. THE BUYER SHALL ALSO HAVE THE RIGHT TO REJECT THE GOODS AT ANY TIME DURING THE WARRANTY PERIOD IF ANY LATENT DEFECT IN THE GOODS IS DISCOVERED.

8. RISK AND PROPERTY

- 8.1 Without prejudice to any right of rejection which may accrue to the Buyer under these Conditions, the Goods shall remain at the risk of the Seller until delivery to the Buyer in compliance with clause 7 is completed (including off-loading and stacking) at which point ownership and risk of the Goods shall pass to the Buyer. If there is any conflict between this clause and the applicable Incoterms, this clause shall prevail unless the parties have otherwise agreed in writing.
- 8.2 If the Goods are rejected by the Buyer, ownership and risk shall re-pass to the Seller within 48 hours of notice of such rejection being given by the Buyer to the Seller.

9. SPARE PARTS

- 9.1 2% OF parts of finished goods SHALL BE SUPPLIED WITH EVERY ORDER AT NO CHARGE, at the discretion of Lyman.
- 9.2 The Seller shall supply the Buyer with spare parts for the Goods, or provide equivalent sources of supply, for a period of 2 years.

10. WARRANTY

- 10.1 **THE SELLER WARRANTS THAT THE GOODS SUPPLIED SHALL, UNDER NORMAL CONDITIONS OF USE, BE: (I) FREE FROM DEFECTS IN DESIGN, MATERIAL AND WORKMANSHIP; AND (II) BE NEW; NOT REFURBISHED OR RECONDITIONED; (III) CONFORM TO THE SPECIFICATION IN THE PURCHASE ORDER, AND (IV) ARE APPROPRIATE IN FORM, FIT, AND FUNCTION FOR THE PURPOSE INTENDED; (V) 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. SELLER ALSO WARRANTS THAT ANY SERVICES PERFORMED IN THE PROVISION OF THE GOODS**

SHALL BE RENDERED IN A GOOD AND WORKMANLIKE MANNER BY SKILLED PERSONNEL.

- 10.2 SELLER EXTENDS TO BUYER ANY AND ALL WARRANTIES RECEIVED FROM SELLER'S SUB-SUPPLIERS AND SUB PURCHASE ORDERS 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 GOODS SOLD BY BUYER. THE ABOVE WARRANTIES ARE IN ADDITION TO ANY WARRANTIES IMPLIED BY LAW OR OTHERWISE MADE BY SELLER AND WILL SURVIVE ACCEPTANCE AND PAYMENT BY BUYER.
- 10.3 THE BUYER SHALL ON DISCOVERY OF A DEFECT IN THE GOODS NOTIFY THE SELLER WITHOUT UNDUE DELAY, HOWEVER, THE BUYER SHALL NORMALLY NOT BE OBLIGED TO INSPECT THE GOODS UPON ARRIVAL (DELIVERY).
- 10.4 THE BUYER SHALL ALSO HAVE THE RIGHT TO REJECT THE GOODS AT ANY TIME DURING THE WARRANTY PERIOD IF ANY LATENT DEFECT IN THE GOODS IS DISCOVERED. BUYER WILL INFORM SELLER OF FAILURES (DOCUMENTATION) AND REQUEST CREDIT OR REPLACEMENT FOR PRODUCT.

11. REMEDIES

- 11.1 WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY WHICH THE BUYER MAY HAVE AND REGARDLESS WHETHER OR NOT ANY PART OF THE GOODS HAVE BEEN ACCEPTED BY THE BUYER; IF ANY OF THE GOODS ARE NOT SUPPLIED IN ACCORDANCE WITH THE PURCHASE ORDER, OR THE SELLER FAILS TO COMPLY WITH ANY OF THE TERMS OF THE PURCHASE ORDER, THE BUYER AT ITS DISCRETION IS ENTITLED TO AVAIL ITSELF OF ANY ONE OR MORE OF THE FOLLOWING REMEDIES: (I) TO REQUIRE THE SELLER TO REPAIR THE GOODS OR TO SUPPLY REPLACEMENT GOODS (AT SELLER'S COST AND EXPENSE) WITHIN 14 DAYS OF RECEIPT OF NOTICE FROM THE BUYER; (II) TO REFUSE TO ACCEPT ANY FURTHER DELIVERIES OF THE GOODS BUT WITHOUT ANY LIABILITY TO THE SELLER, (UNLESS THE SELLER CAN PROVE THAT THE FURTHER DELIVERIES FULLY COMPLY WITH THE PURCHASE ORDER); (III) TO REJECT THE GOODS (IN WHOLE OR IN PART) AND RETURN THEM TO THE SELLER AT THE RISK AND COST OF THE SELLER ON THE BASIS THAT A FULL REFUND FOR THE GOODS SO RETURNED SHALL BE PAID FORTHWITH BY THE SELLER; AND (IV) TO CLAIM DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, AS MAY HAVE BEEN SUSTAINED IN CONSEQUENCE OF THE SELLER'S BREACH OR BREACHES OF THE PURCHASE ORDER.

12. INDEMNITY

- 12.1 THE SELLER WILL KEEP THE BUYER FULLY INDEMNIFIED AND HOLD THE BUYER HARMLESS AGAINST ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, CHARGES AND EXPENSES WHATSOEVER BROUGHT OR MADE AGAINST THE BUYER OR SUSTAINED OR INCURRED BY THE BUYER IN RESPECT OR AS A RESULT OF: (I) ANY DEFECTIVE WORKMANSHIP, QUALITY, DESIGN OR MATERIALS, INCLUDING ANY PRODUCT RECALL OR CORRECTIVE ACTION PROCEDURE; (II) INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY FORM OF INTELLECTUAL PROPERTY RIGHT BY THE USE OR SALE OF ANY ARTICLE, GOODS OR MATERIALS SUPPLIED TO THE BUYER UNLESS TO THE EXTENT THAT THE INFRINGEMENT IS SOLELY DUE TO THE SELLER HAVING FOLLOWED THE BUYER'S DESIGN OR INSTRUCTION; (III) ANY INJURY LOSS OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE ACT, DEFAULT OR NEGLIGENCE OF THE SELLER, SUB-PURCHASE ORDERS OR AGENTS OR BY FAULTY DESIGN, WORKMANSHIP OR MATERIALS UNLESS TO THE EXTENT THAT THE INJURY, LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE BUYER; (IV) ANY FAILURE BY THE SELLER TO COMPLY WITH THE PROVISIONS OF CLAUSE 4; (V) ALL CLAIMS WHICH AT ANY TIME BE MADE UPON THE BUYER AND WHICH ARISE OUT OF ACCIDENTS TO THE SELLER'S EMPLOYEES OR THE EMPLOYEES OF THE SELLER'S SUB-PURCHASE ORDERS; AND (VI) ALL LIABILITIES OF WHATEVER NATURE WHICH MAY AT ANY TIME RESULT FROM THE WRONGFUL ACTS OR OMISSIONS OF THE SELLER'S EMPLOYEES OR THE EMPLOYEES OF THE SELLER'S SUB-PURCHASE ORDERS.

13. INSURANCE

- 13.1 The Seller undertakes to effect and maintain adequate insurance cover to meet the risks specified under clause 12 to the reasonable satisfaction of the Buyer, and will upon request from the Buyer, produce to the Buyer the relevant policy and evidence of payment of the current premium.

14. INTELLECTUAL PROPERTY RIGHTS

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- 14.1 To the extent that any Goods are created or modified in accordance with Buyer's specific requirements and/or technical or functional specifications then any intellectual property arising out of or created during the performance of the Order shall be the property of the Buyer. The Seller shall (at Buyer's reasonable expense) execute such documents as are required to give effect hereto and shall assist in the defense of any proceedings against the Buyer.

15. CONFIDENTIALITY

- 15.1 The receiving party will not divulge or communicate to any person without the prior written consent of the disclosing party any Confidential Information and shall not use the Confidential Information for any purpose other than as contemplated under the Purchase Order.
- 15.2 The obligation of confidentiality will continue to apply at all times during the continuance of any Purchase Order incorporating these Conditions and for a period of 5 years after the expiration or termination of the Purchase Order but will cease to apply to information which is at the date of the disclosure public knowledge through no fault of the receiving party, or which is rightfully received by the receiving party without obligations of confidentiality, or is developed by the receiving party without breach of these Conditions. If the receiving party is required to disclose Confidential Information to a government body, court or other official department with the authorization to issue such request subject to a legal or regulatory requirement, the receiving party agrees to give the disclosing party prompt notice, so that disclosing party may contest the disclosure or obtain a protective order.
- 15.3 Each disclosing party shall have the right, immediately upon expiration or earlier termination of the Purchase Order (for any reason whatsoever), to request the receiving party to return all Confidential Information in its possession.

16. THE BUYER'S PROPERTY

- 16.1 See TOOLING OWNERSHIP DOCUMENT, Appendix B
- 16.2 Materials, equipment, tools, dies, molds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Buyer to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods, shall at all times be and remain the exclusive property of the Buyer but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer and shall not be disposed of other than in accordance with the Buyer's written instructions, nor shall such items be used otherwise than as authorized by the Buyer in writing.

17. TERMINATION

- 17.1 The Buyer shall have the right at any time and for any reason to immediately terminate the Purchase Order in whole or in part by giving the Seller written notice whereupon all work on the Purchase Order shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation on a pro-rated Purchase Order price basis for work-in-progress at the time of termination.
- 17.2 Either Party may immediately terminate a Purchase Order by giving prior written notice to the other Party, if the other Party: (i) commits a material breach of the Purchase Order which is not capable of remedy, (ii) commits a continuing breach of the Purchase Order and fails to remedy it within 15 days of a written notice requiring the breach to be remedied; (iii) is dissolved, becomes insolvent, is over indebted, fails or is unable to or admits in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgment of insolvency or bankruptcy; has a resolution passed for its winding up or liquidation; seeks or becomes the subject of the appointment of an administrator, receiver or similar official in respect of its assets; or (iv) ceases or threatens to cease to carry on business.
- 17.3 No notice of termination may be given by either Party except in accordance with the express provisions of these Conditions.
- 17.4 The termination of the Purchase Order, however arising, shall be without prejudice to: (i) the rights and duties accrued prior to termination; and (ii) any obligations contained herein which survive the termination or expiry of the Purchase Order.

18. ASSIGNMENT

- 18.1 The Buyer may assign the rights and obligations of any Purchase Order or any part of it to any of its Affiliates. Any other assignment of this Purchase Order shall not be permitted unless the other Party consents in writing

to such assignment (such consent not to be unreasonably withheld or delayed).

19. FORCE MAJEURE

19.1 The Buyer reserves the right (without any liability to the Seller for any expenses or loss incurred by the Seller) to defer the date of Arrival (delivery) or to cancel the Purchase Order or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

20. MISCELLANEOUS

20.1 Each right or remedy of a Party under the Purchase Order is without prejudice to any other right or remedy of the Party whether under the Purchase Order or not.

20.2 If any provision of the Purchase Order is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, or unenforceable it shall, to the extent of such illegality, invalidity, void-ness, voidability, or unenforceability, be deemed severable and the remaining provisions of the Purchase Order and the remainder of such provision shall continue in full force and effect.

20.3 Failure or delay by a Party in enforcing or partially enforcing any provision of the Purchase Order shall not be construed as a waiver of any of its rights under the Purchase Order.

20.4 The failure by either Party to exercise or enforce any rights conferred by the Purchase Order shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

20.5 Notices must be in writing and delivered by hand, first class post, or facsimile to the other Party at its registered office or trading address at the date of the Purchase Order.

20.6 The Purchase Order shall be governed by and construed in accordance with the laws of State of Connecticut, USA. In the event of any dispute arising out of the performance or the interpretation of the Purchase Order, the Parties hereby agree to make every effort to reach an amicable settlement. Should a dispute could not be settled amicably, it should be submitted to China International Economic and Trade Arbitration Commission (“CIETAC”) Shenzhen Sub- Commission for arbitration, in accordance with the Rules and procedure of the said Commission. The arbitration shall take place in Shenzhen and decision rendered by the said Commission should be final and binding upon both parties; neither Party shall seek recourse to a law court or other authorities for revising the decision. The arbitration fee shall be borne by the losing party. Both parties shall continue the fulfillment of the Purchase Order except the parts in arbitration.

20.7 In the event that the Parties enter into a master supply agreement for the supply and purchase of the Goods, such agreement shall prevail over these Conditions to the extent that any provisions conflict.

20.8 These Conditions are provided in English. In the event that there is any conflict in the interpretation of the different language versions of these Conditions, the English version shall prevail. The United Nations ‘Convention on Purchase Orders for the International Sale of Goods’ signed in Vienna in 1980 shall not apply to this Purchase Order. The Parties agree that no condition of, or benefit conferred by, the Purchase Order will be enforceable by any third party.

APPENDIX A

Lyman Packaging Requirements

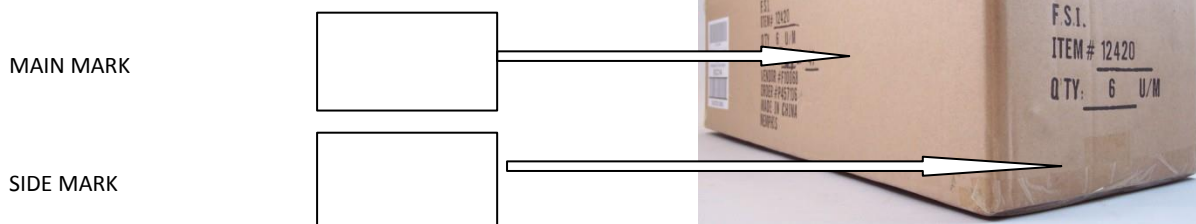
Standard Carton Markings

To achieve consistency for proper handling of cartons we ask you to follow the below guidelines for proper marking of cartons shipped to Lyman Products warehouse. Some customers have special markings and these will be communicated to you separately.

It is recommended to provide digital image, CAD file or die line layout with shipping carton marks and SCC14 label to quality personnel prior to the first shipment of an item for review and approval.

PLEASE NOTE:

- * Marking cartons by hand is not acceptable.
- * Markings must be printed either directly onto the corrugated or onto a label that is applied to the corrugated with block lettering.
- * Labels must not come off during transit.



Cartons must be marked on a minimum of 2 adjacent sides

MAIN MARK:

Lyman Products
ITEM # (Lyman item number)
PRODUCT DESCRIPTION
QTY:
CARTON # of (total number of cartons) VENDOR ID#
PO #
MADE IN (country of origin)
DATE OF MANUFACTURE: MM/DD/YY
GROSS WEIGHT AND NET WEIGHT IN KG

SIDE MARK

Lyman Products

ITEM # (Lyman item number) QTY:



TOP MARK

SPECIAL "CAUTION" MARK and PACKING LIST

All cartons must have the Caution statement as noted below. Text height must be legible, no less than 3/8" or 10 mm in height.

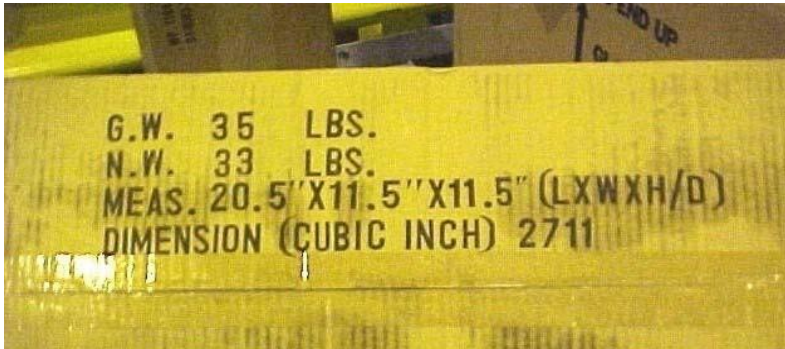
- "CAUTION: WHEN OPENING CARTON. SHARP OBJECTS MAY DAMAGE PRODUCT."

The first (#1) carton should have the packing list attached on the upper left of the box. The packing list should contain the following information:

- Vendor Name
- Vendor Address
- Vendor Phone Number
- Vendor Contact Name
- Lyman Address
- Lyman Phone Number
- Lyman Employee Name Attention To (if applicable)
- PO #
- Lyman Part Number
- Product Description
- Product Qty
- Weight
- Number of Boxes

BOTTOM

Dimensions must be marked in inches on bottom flap of carton as “L x W x H” of the OUTER dimensions.



SPECIAL CARTON MARKINGS

The exterior of the shipping unit/master carton should be marked with ONLY the applicable symbols. These symbols are to assist the shipper and those persons handling these cartons including, staff at our Distribution Centers and our customer’s warehouse. The graphics and description must be large and easy to read by the handler.

HEAVY OR LARGE OBJECTS (25 lbs AND GREATER /ANY DIMENSION GREATER THAN 44”)

- Placement – Place on 3 locations, Each side panel (2) and one on the top panel.
- Colors:
 - 1st Preference: Background: Yellow or spot color that offers best contrast / Foreground: Black
 - 2nd Preference: One (1) color –black or a spot color with best contrast
- Size: 3” x 3” minimum.



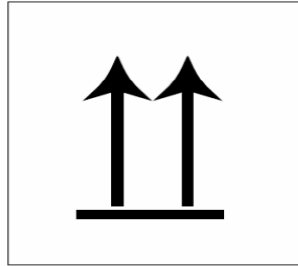
USE FOR CARTONS 40 lbs. or over



USE FOR CARTONS 25-40 lbs.

THIS WAY UP CARTON MARKINGS

When a product or packaging is designed and/or requires being loaded onto a container with a specific direction, using the mark below on at least two sides. The symbol should always be used where consideration of the safety or contents should never be inverted or laid on their side.



This way up

OTHER CARTON MARKINGS

- All component parts must be well protected and secured to prevent damage from sliding against each other during transport.
- Liquid components, must be protected to prevent leakage.
- If volume of business does not make printed cartons feasible, cartons must have printed labels of acceptable printed quality and size affixed on two adjacent sides of each carton with required information identifying product.
- Hazardous merchandise must be properly marked and cannot leak if packaging is broken.
- Palletized Merchandise
- If your merchandise is placed on pallets insure there is nothing hanging over the edge of the pallet. This will reduce damages associated with handling processes.

*** NOTE: When printing inner cartons, Standard Pack or Customer Pack, it is not required to print Carton #.**

APPENDIX B
Tool Ownership Document

We, [English name of the vendor], a company established and existing under the laws of China, with its registered address at [domicile of the vendor], well understand and agree to and fully accept the tooling policy of Lyman Products Corp. (hereinafter referred to as "Lyman") listed as below:

我们, [Chinese name of the vendor], 一家根据中国法律组建及存续的公司, 注册地址为[domicile of the vendor], 充分理解、同意并完全接受Lyman Products Corp. (以下简称为 "Lyman") 的如下工装政策:

1. Unless specified otherwise by the provisions or context of this Commitment Letter, each of the terms used herein shall have the following meanings:

除本承诺书条款另有约定或上下文另有所指, 本承诺书中所有相关用语的定义如下:

"Tools" means any instruments which, are manufactured by us following the instructions and requirements of Lyman, and used for producing the Products ordered by Lyman.

“工装”指我们根据Lyman的指示和要求制造的用于生产Lyman所订购的产品的任何工具。

"Products" means any goods which, are ordered by Lyman and manufactured by us by using the Tools. Unless specified otherwise, the provisions herein on the Tools shall also apply to the Products.

“产品”指由Lyman订购的、我们使用工装生产的任何物品。除非另有约定, 这里关于工装的条文应同样适用于产品。

"Intellectual Property Rights" means any and all rights in any invention, discovery, improvement, utility, model, copyrightable work, industrial design or mask work, algorithm, data structure, trade secrets or know-how, Confidential Information, or any idea having commercial value. IPR shall include any trademark, trade dress, trade name, domain name, or other marks that serve to identify and distinguish goods or services as coming from, or falling under the control of, a single source. IPR shall include all rights of whatsoever nature in computer software and data, all intangible rights or privileges of a nature similar to any of the foregoing in every case in any part of the world and whether or not registered, and all rights in any applications and granted registrations for any of the foregoing rights.

“知识产权”指针对以下任何一项所拥有的权利: 发明、发现、改进、实用新型、外观设计、有著作权的作品、工业设计或腌模、算法、数据结构、商业秘密或专有技术、保密资料、或具有商业价值的想法。知识产权还包括商标、装潢、商号、域名,以及表明或突出某一货物或服务来源于某一实体或受某一实体控制的其他标记。知识产权包括所有针对计算机软件及数据的任何性质的权利在任何情况下在世界任何地区与上述权利性质类似的所有无形权利或特权,还包括上述权利的申请权以及登记权。

2. We promise and agree that we will produce the Tools according to the instructions and requirements of Lyman. And such Tools produced by us will be able to manufacture the Products which meet the specific requirements of Lyman.

我们承诺并同意将按照Lyman的指示和要求生产工装, 且我们生产的该等工装将能够生产出符合Lyman要求的产品。

3. The Tools produced by us shall pass the quality inspection conducted by Lyman and obtain Lyman's written approval.

我们制作的工装应经Lyman的质量检验并获得Lyman的书面认可。

LYMAN PRODUCTS – FOREIGN PURCHASE ORDER TERMS AND CONDITIONS

4. Lyman shall pay a deposit of 50% of the total tooling charges. The remaining 50% of the total tooling charges shall be paid once the Tools have passed the quality inspection and been able to produce the Products which meet the specific requirements of Lyman.

Lyman需支付工装费用总额的50%作为定金。工装经检验合格，且能够生产出符合Lyman要求的产品后，Lyman需支付工装费用总额的剩余50%。

5. Upon the full payment of the tooling charges, Lyman shall enjoy the ownership of the Tools.

Lyman支付全部工装费用后，即应享有工装的所有权。

6. We promise that we will maintain the appropriate insurance and good care of the Tools and deliver them to Lyman or its designated logistics company when requested by Lyman.

我们承诺将为工装购买保险且负责保管好工装，并在Lyman要求时将工装交付给Lyman或其指定的物流公司。

7. Lyman shall have the right to request at any time a complete list of all Lyman-owned Tools in the possession of us and our related companies and to destroy the Tools or move the Tools from us to another location at its discretion without paying any additional fees to us. But the transportation fees arising therefrom shall be borne by Lyman.

Lyman有权自行决定在任何时间要求我们及我们的关联公司提供我们及我们的关联公司所占有的由Lyman所有的工装的完整清单，或将工装销毁或将其从我处搬到另一处，且无需向我们支付任何额外费用。但由此而产生的运输费用需由Lyman承担。

8. All the Intellectual Property Rights connected with the Tools and the Products are indisputably owned by Lyman. We warrant that we will not infringe such Intellectual Property Rights.

与工装及其产品相关的一切知识产权均无可争议地由Lyman享有。我们保证不侵犯该等知识产权。

9. We will be responsible to make sure that any independent Tool maker or company that makes any Lyman Tool will not make a copy of the Tool for use by anyone other than Lyman, and that any such Tool maker or company agrees to the requirements of this Commitment Letter.

我们负责确保任何制造Lyman工装的工装制造者或公司都不会把该等工装进行复制并给除Lyman以外的任何方使用，并且前述工装制造者或公司同意遵守本承诺函的要求。

10. We will not use the Tools or the Intellectual Property Rights of Lyman for any purposes other than producing the Products for and providing the Products to Lyman without the prior written consent of Lyman. Lyman's Tools will be kept in a secure location when not in use. We shall not show, disclose or provide the Tools made for Lyman to any third party, including for the manufacture of Lyman Products, without the prior written consent of Lyman; additionally, we will be responsible to make sure that any consented-to third party agrees to the requirements of this Commitment Letter. We shall also not show, disclose or provide the same or similar Products made by the said Tools to any third party without the prior written consent of Lyman.

未经Lyman事先书面许可，我们不得为了生产以及向Lyman供应产品以外的其他任何目的使用Lyman的工装或知识产权。当工装未使用时，将被妥善保管存放在安全的地方。未经Lyman事先书面许可，我们不得向任何第三方展示、泄露或提供其为Lyman制作的工装，包括为了生产Lyman的产品。此外，我们确保任何相关第三方均同意遵守本承诺函的要求。未经Lyman事先书面许可，我们亦不得向任何第三方展示、泄露或提供其使用前述

工装生产的相同或类似产品。

11. We will not copy or reproduce the Tools without the prior written consent of Lyman.

未经Lyman的事先书面许可，我们不得复制工装。

12. Any delay in or failure of performing the obligations stipulated in the above provisions regarding Tools , Products or any IPR violation shall be deemed as breach of contract, Lyman shall be entitled to claim to us for all the losses thus incurred which shall include both direct losses and indirect losses.

迟延履行或未履行上述条款规定的关于工装、产品或任何知识产权义务的，均应视为违约。Lyman有权向我们主张因此而造成的包括直接损失和间接损失在内的所有损失。

13. The validity, interpretation and implementation of this Commitment Letter shall be governed by the laws of the state of Connecticut, without giving effect to its conflicts of law provisions.

本承诺书的效力、解释以及执行应排他性地适用康涅狄格州法律，并排除冲突法的适用。

14. In the event the dispute between Lyman and us is not resolved through consultations within [thirty (30)] days after the date such consultations were first requested in writing by a party, then either party shall exclusively resort to the competent state and federal courts located in Connecticut. And the court proceedings shall be conducted exclusively in English.

如果双方之间的争议未在一方首次书面提出进行协商之日后[三十 (30)]日内通过友好协商解决，则任何一方均应排他地向位于康涅狄格州的有管辖权的州法院和联邦法院起诉。法庭程序应使用英文进行。

15. This Commitment Letter will take effect commencing as of the date of execution.

本承诺函自我们签章之日起生效。

[English name of the vendor]

[Chinese name of the vendor]

chop of vendor & signature of legal representative