

## TASUS CORPORATION - PURCHASE ORDER TERMS AND CONDITIONS

**OFFER AND ACCEPTANCE.** This order is an offer to purchase and is limited to the terms and conditions contained herein. Any terms and conditions in quotations or similar forms of seller or that may be proposed in any acknowledgment or acceptance that are in addition to or different from these terms and conditions are hereby rejected and shall not become part of the purchase agreement without TASUS Corporation's specific written consent. This order may be accepted only by Seller executing and returning to TASUS Corporation the acknowledgment copy hereof.

If Seller shall, instead of accepting as aforesaid, ship any goods or furnish any services in response to this order, TASUS Corporation may at its sole election, either reject the tendered goods and/or services or treat such action as constituting acceptance and assent to the terms and conditions hereof.

**SHIPMENT.** Shipment shall be made in accordance with specific instructions from TASUS Corporation on the Face hereof. In the absence of specific shipping instructions, shipment shall be routed via the most economical mode of commercially reasonable transportation available. Material will be classified so that the lowest Commodity Rate may be obtained. Unless otherwise agreed to in writing by TASUS Corporation, prices on the face hereof include all charges for packing and crating, and Seller is obligated to suitably pack, mark and ship all goods to prevent damage to conform to requirements of common carriers. Notwithstanding any shipping, FOB or other terms or rights of TASUS Corporation included herein, TASUS Corporation shall have the right to return all freight damaged merchandise to Seller and receive full credit therefore, unless said damage has been caused by the negligence of TASUS Corporation.

**DELIVERY.** Time is of the essence. Delivery shall be made in quantities and at the time(s) specified in this order of instructions. Deliveries not made on the date or dates specified may be canceled or rejected by TASUS Corporation. If any goods delivered do not conform to this order, TASUS Corporation may reject such goods or the entire lot received. If this order requires or authorizes deliveries of goods in separate lots, TASUS Corporation, if it rejects or cancels one or more separate lots as aforesaid, may also, at its sole election, exercise either or both of the following rights: to cancel any undelivered lots and/or to purchase elsewhere and charge Seller with any loss incurred as a result thereof. Unless delay is due to causes beyond Seller's control, premium transportation costs to meet delivery schedules shall be at Seller's expense. If requested by TASUS Corporation, Seller will mail notice of shipment same day goods are shipped.

**WARRANTIES.** Whether or not Seller is a merchant of goods and/or services provided by it, Seller warrants that all goods and/or services provided by it: (I) shall be of good quality and workmanship and free from defects latent or patent; (ii) shall conform to all specifications, drawings, descriptions furnished, specified or adopted by TASUS Corporation, (iii) shall be merchantable and suitable and sufficient for their intended purposes; and (iv) shall be free of any claim of any third party. NONE OF THE REMEDIES AVAILABLE TO TASUS CORPORATION FOR THE BREACH OF ANY OF THE FOREGOING WARRANTIES MAY BE LIMITED EXCEPT TO THE EXTENT AND IN THE MANNER AGREED UPON BY TASUS CORPORATION IN A SEPARATE AGREEMENT SPECIFICALLY DESIGNATING SUCH LIMITATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF TASUS CORPORATION. TASUS Corporation inspection, acceptance of, or payment for goods or services shall not constitute a waiver by it of any warranties. TASUS Corporation's approval or any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver goods and to perform services conforming to specifications, drawings and descriptions.

**PATENT WARRANTY.** Seller warrants that: (I) neither the goods furnished hereunder nor the sale or use there of will infringe any United States or foreign Letters Patent trademark, copyright, or other proprietary or similar rights; (ii) Seller will, at its own expense, defend any suit that may arise with respect to any aforementioned infringement or allegation thereof; and (iii) Seller will indemnify and hold TASUS

Corporation and/or its customers harmless from all loss and expense incurred on account of any alleged or actual infringement. TASUS Corporation shall promptly notify Seller of any such infringement claim made against it. The Warranty provided here shall not apply to goods to the extent such goods comply with specifications furnished by TASUS Corporation.

**INDEMNITY AND INSURANCE.** Seller shall indemnify and hold TASUS Corporation harmless, and at Seller's expense, defend TASUS Corporation from all liability, loss and expense, or claims therefor, arising out of death or injury to any person or damage to any property, or any other damage or loss, by whomsoever suffered, resulting in whole or in part from any alleged or actual defect, whether latent or patent, in goods sold to TASUS Corporation hereunder including without limitation actual or alleged improper construction or design or failure to comply with specifications, or from noncomplying services sold to the TASUS Corporation hereunder, or from the actual or alleged violation by such services or goods (or their manufacturer, possession, use or sale) of any federal, state, or local rule, regulation or governmental order, or from the failure of such goods or services to comply with any express or implied warranty of Seller or with any of the provisions which govern Seller's performance under this purchase agreement: provided that this indemnity shall be null and void to the extent such liability, loss or expense, or claim(s) therefor, result solely from the negligence of TASUS Corporation. Seller will obtain and maintain in force, at no expense to TASUS Corporation, Products Liability insurance with Vendor's Endorsement naming TASUS Corporation and in amounts and with companies acceptable to TASUS Corporation, to cover any liability, loss or damage of the kinds above referred to.

**PRICE AND QUANTITIES.** If no price is stipulated herein, the goods and services shall be charged at prices not exceeding those last previously quoted or charged to TASUS Corporation for goods or services of like kind or quality. Seller warrants that the prices named herein are as low as any net price now given by Seller to any other customer of the same class for goods or services of like kind and quality and Seller agrees that if at any time or before the actual shipping date or the last shipping date specified hereon, whichever occurs last, lower net prices are quoted by any other such customer, said lower net prices shall be applied to this purchase order and shall be substituted for the prices contained herein. Goods shipped under this order must be shipped in the quantity ordered. Over or under shipments may be returned at the option of the TASUS Corporation and at the Seller's expense.

**TOOLS.** Unless otherwise specified, all necessary material or tools including dies, gauges, jigs or fixtures required to execute this order are to be supplied by Seller. If TASUS Corporation agrees to pay for or furnish any material or tools, dies, gauges, jigs or fixtures in connection with this order, said items shall be and remain TASUS Corporation's, or TASUS Corporation customer's property and thereby under the control and responsibility of TASUS Corporation, and shall be used exclusively for TASUS Corporation unless TASUS Corporation directs otherwise in writing. Seller will account for said items and keep them fully covered by insurance as "property of others" at all times without expense to TASUS Corporation. Seller will provide proof of insurance as requested by TASUS Corporation. It is understood and agreed that said items may be removed by TASUS Corporation at any time and shall not otherwise be disposed of by Seller without written permission from TASUS Corporation. Seller will maintain said tools and similar equipment in good working condition and will return them to TASUS Corporation on request on termination of the work for which they are furnished.

**NO DISCLOSURE.** Seller shall not without first obtaining written consent, in any manner advertise or publish the fact that it has furnished or has contracted to furnish TASUS Corporation the articles or services herein mentioned. Material made to TASUS Corporation's design shall not be supplied to anyone else without prior written permission, and Seller shall neither reveal any specifications, designs or other information supplied to it by TASUS Corporation nor disclose to third parties any of the details connected with this order without prior written consent of TASUS Corporation.

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**CHANGES.** TASUS Corporation reserves the right at any time prior to shipment to make changes as to: (I) specifications of any goods to be specifically manufactured for TASUS Corporation; (ii) methods of shipment or packing; (iii) place of delivery; (iv) schedule of delivery; and (v) reduce, increase or cancel the quantities ordered.

If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, an equitable adjustment shall be made in contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change.

**CANCELLATION AND REMEDIES.** TASUS Corporation may cancel this order in whole or in part if: (I) the goods and/or services furnished do not conform to warranties; (ii) Seller fails to make deliveries as provided herein; (iii) Seller breaches any other term or condition herein; (iv) any representation by Seller proves to have been false when made; or (v) Seller is insolvent, a petition is filed for reorganization of Seller or for its adjudication as a bankrupt. Seller makes an assignment for benefit of creditors, a receiver or trustee is appointed for any of Seller's assets or any other type of insolvency proceeding or formal or informal proceeding for the dissolution, liquidation, or winding up of affairs of Seller, is commenced. In the event of any such cancellations. TASUS Corporation shall have the rights, in addition to its other rights; (I) to refuse to accept delivery of goods and/or performance of services; (ii) within one year after delivery, to return to Seller at Seller's expense any goods already delivered, and, at TASUS Corporation's option, either recover all payments made therefor and expenses incident thereto or, at Seller's expense, to receive replacement therefor, except that the rights set forth in this provision (ii) shall be available upon cancellation by TASUS Corporation because of the occurrence, alone, of any of the events set forth in (v) above; (iii) to recover any advance payments to Seller for undelivered goods and/or services not fully performed; and (iv) to purchase elsewhere and charge Seller with any loss incurred as a result thereof. TASUS Corporation's right to return goods is not affected by any assignment by Seller of moneys due or to become due hereunder.

Upon cancellation as aforesaid, TASUS Corporation shall not have any liability to Seller except that Seller may charge to TASUS Corporation only the allocable part of the price for conforming goods delivered, and not returned, and for services performed to the extent that TASUS Corporation receives material benefit therefrom. In addition, TASUS Corporation shall have the option of paying to Seller, Seller's actual costs for undelivered goods, in which event, such goods, whether in process or furnished, and raw materials therefor, shall become TASUS Corporation's property and shall be delivered to TASUS Corporation as herein provided. In no event shall TASUS Corporation be obligated to pay to Seller an amount greater than the price herein for said delivery and undelivered goods in total.

**NONASSIGNABILITY.** Seller may not assign any right or interest in this order nor delegate performance of any of its obligations without TASUS Corporation's written consent.

**GOVERNMENTAL LAWS.** In accepting this order, Seller warrants that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended and with orders and regulations of the Administrator of the Wage Hour Division issued thereunder, as amended. Seller agrees that this warranty may be considered as the written assurance contemplated by said Act. Seller warrants that it has complied with all other applicable laws, regulations or ordinances of the United States government or any state or municipal government which may now or hereafter govern performance under this contract including without limitation and, if applicable, the manufacture of goods purchased hereunder.

**GOVERNMENT SUBCONTRACT.** In the event that this order bears a government contract number on the face hereof, Seller agrees to comply with all pertinent provisions, agreements and clauses if said contract and pertinent Presidential directives and executive orders to the extent that they apply to the

subject matter of this order and all said pertinent provisions, agreements, clauses, directives and executive orders are herein incorporated by this reference. A copy of said contract or part thereof that TASUS Corporation deems applicable to this order will be given to Seller upon written request.

**MISCELLANEOUS.** TASUS Corporation and its customers shall have the right to inspect any work and verify products produced and/or services being performed for TASUS Corporation by Seller and to inspect Seller's equipment and facilities at any time during business hours.

Whenever Seller shall have in its possession any property of TASUS Corporation, Seller shall be deemed an insurer thereof and responsible for its safe return to TASUS Corporation.

Whenever TASUS Corporation has the right to demand of Seller adequate assurance of due performance, TASUS Corporation shall be the sole judge of the adequacy of assurance given by Seller.

Except as otherwise specifically provided in this order, Seller shall be liable for and pay sales, uses, excise or other tax which may be imposed upon any of the goods or their sale, use or delivery.

No delay or omission by TASUS Corporation in exercising any right or remedy hereunder shall be a waiver thereof or of any other right or remedy. No single or partial waiver by TASUS Corporation, thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of TASUS Corporation hereunder are cumulative.

Headings of paragraphs are for convenience only and shall not be used in the construction or interpretation of this purchase order.

No cause of prior dealings between TASUS Corporation and Seller and no usage of the trade shall be relevant to supplement or explain this Agreement.

This order and any agreement resulting herefrom constitutes the entire agreement between the parties, supersedes any prior agreements or understandings and cannot be modified or amended without the written consent of TASUS Corporation.

This order and the agreement resulting herefrom shall be construed under and governed by the laws of the State of Indiana, excluding its conflict of laws rules.