

CRANDALL STATS AND SENSORS, INC.
GENERAL PURCHASING TERMS AND CONDITIONS

1. General provisions- Acceptance

The purchase order (together with these terms and conditions, collectively, the "Order") is an offer by Crandall Stats and Sensors, Inc. (hereinafter referred to as "CS&S") to purchase. Acceptance of the Order shall be deemed given by Supplier upon the earlier of acceptance, confirmation, shipment or other performance. The Order is conditioned upon Supplier's complete acceptance of the Order without modifications or additions. Unless specifically agreed to in a writing by an authorized representative of CS&S, no additional or different term or provision (except additional warranties given by Supplier) of any quotation, invoice, acknowledgment or other form supplied by Supplier shall become part of the Order notwithstanding CS&S's failure to object to such term or provision, although the parties may use such documents for ease of administration.

2. Delivery - Acceptance of delivery

Supplier shall deliver the goods and/or services (the "Supply") at the time and prices specified in the Order. Stated time limits and quantity commitments are of the essence. Supplier's failure to comply with such requirements shall entitle CS&S, in addition to any other rights or remedies, to cancel the Order, without liability. The date of delivery is the date the Supply is received at CS&S's designated delivery point. No early deliveries may be made without CS&S's prior agreement.

3. Lead-times - Penalties

In the event of delays in delivery or acceptance which are not attributable to an event of force majeure or to CS&S's negligence, CS&S shall have the right to impose penalties calculated on the total amount of the Order at a rate of 1% per month of delay up to a maximum of 5% of the Order. In addition, CS&S reserves the right to *claim* its actual loss from the Supplier and/or to terminate the Order, in whole or in part, for breach of the Supplier without liability and without prejudice to any damages.

4. Modifications

CS&S reserves the right to change the volumes, delivery dates, and/or the nature of the Supply at any time. Any decreases in cost of performance shall be passed through to CS&S. If such change results in an increase in cost or time of performance, an equitable adjustment to the price and/or delivery date may be made by mutual agreement. If CS&S and Supplier are unable to agree on an equitable adjustment, CS&S may, at its option, terminate all or any portion of the Order without liability. Claims for equitable adjustment must be asserted by Supplier within ten calendar days of the change to the Order.

5. Risk of loss

The Order is transported at the Supplier's risk. Risk of loss shall pass to CS&S as soon as the Supply is delivered and signed for at CS&S's named delivery point. If an acceptance procedure is provided for, Supplier shall continue to bear risk of loss until CS&S issues a written acceptance statement without reservations.

6. Packaging and documentation

The Supply shall be packaged adequately for shipment, storage and preservation and shall include all documentation required for its use, maintenance and upkeep.

7. Verification

Supplier represents and warrants that the Supply meets the terms of the Order and CS&S's specifications. Under no circumstances shall the verification work carried-out by CS&S prior to, during or subsequent to delivery or acceptance discharge the Supplier from this obligation.

B. Shipping

Upon shipment of the Supply, Supplier shall send to CS&S by email, fax or mail, a copy of the shipping notification including the references and date of the Order, the number of parcels and an exact description of the shipped Supplies.

9. Invoicing

Invoices shall be sent to Invoice@crandallmfg.com and shall include CS&S's references and a description of the Supply invoiced, the unit prices, volumes delivered and such other information required by CS&S from time to time. CS&S reserves the right to suspend payment of any invoice which fails to comply with CS&S's requirements.

10. Prices and terms of payment

Unless otherwise provided in the Order (i) all prices are firm and include all transportation, insurance, packaging expenses and taxes, and (iii) payment terms are agreed upon per Order from the later of the date of the receipt of a

complete invoice or CS&S's acceptance of the Supply. Supplier hereby authorizes CS&S to set-off and deduct any and all liabilities, debts and Claims Supplier or its affiliates now or hereafter owed to CS&S. CS&S shall have the right to audit the books and records of Supplier to review and confirm Supplier's financial condition as well as Supplier's compliance with the Order.

11. Assignment, Factoring of Accounts Receivables

The Supplier shall not assign, transfer or factor all or any portion of its accounts receivable arising under the Order without at least 15 days prior written notice to and written authorization of CS&S's accounts payable department. Should the Supplier have signed a factoring arrangement and have duly notified CS&S thereof, all its invoices shall be paid solely to the factoring company and CS&S shall not owe Supplier.

12. Equipment

Except as otherwise provided in the Order, all tooling, jigs, dies, test resources, drawings and/or other equipment or materials ("Equipment") shall be furnished by, owned by and at the expense of Supplier. Such Equipment shall be kept in good condition and if necessary shall be replaced without expense to CS&S. CS&S may, at its option, purchase any such equipment at its current value for income tax purposes on Supplier's books.

13. Warranty

In addition to Supplier's (or its suppliers') standard warranty and/or service guaranty, Supplier warrants the Supply against any design, manufacturing and/or defect for a period of no less than 12 months from delivery or acceptance, if an acceptance procedure is provided for. Supplier further represents and warrants that (1) the Supply: (a) is transferred to CS&S with good and merchantable title and free and clear of all liens, claims and encumbrances; (b) is of good quality, merchantable and free from defects in design, material and workmanship and is fit for the known purposes for which purchased; (c) conforms to CS&S's specifications, the Order, and/or the sample approved by CS&S; (d) is completed in a timely, competent and workmanlike manner; and (e) complies with all applicable Governmental Laws, including, without limitation, applicable industry codes and standards; and

(2) The Supplier has the requisite financial condition to fulfill the Order.

The foregoing warranties shall survive inspection, delivery and payment, and shall run in favor of CS&S and its customers. No payment, inspection, acceptance, test, delay, use, resale or failure to inspect, test or discover any defect or other nonconformance shall relieve Supplier of any of its obligations under the Order or impair any rights or remedies of CS&S.

If any Supplies are found by CS&S to be unsatisfactory for any reason, CS&S may, at its option: (a) retain all or any portion of the Supply at an adjusted price; (b) return the Supply for repair, replacement or refund as SEB shall direct; (c) require re-performance or refund with respect to services; (d) repair such Supplies at Supplier's sole cost; and/or (e) require Supplier to repair or replace the Supply in its environment.

In all cases, CS&S shall be reimbursed by Supplier for all of its expenses in connection with the handling and transporting of any such unsatisfactory goods and additional expenses incurred by CS&S as a result of nonconformance of goods or services, including travel, rework, de-installation, re-installation, disposal, replacement or recall so that the Supplies operate in full compliance with the provisions of the Order and the use for which it is intended. Supplier shall assume all risk of loss or damage in transit to Supplies returned by CS&S. Should the Supplier fail to effectively comply with its warranty within 15 calendar days, CS&S reserves the right to perform or to have any third party perform instead of the Supplier at the Supplier's sole expense.

Any service furnished and/or any item replaced or repaired under this warranty are themselves guaranteed for 12 months under the above mentioned conditions. Only the items / services with a normal lifecycle of less than 12 consecutive months are excluded from the scope of this operational warranty.

14. Discontinuation; Spare parts

If Supplier desires to discontinue any Supply, Supplier shall provide no less than 6 months prior written notice to CS&S. CS&S shall thereafter have the opportunity to purchase such requirements of the Supply as it deems necessary. Further, the Supplier shall make available all spare parts for 10 years after the date of last delivery of any discontinued Supplies.

15. Intellectual property

15.1 Each Party owns or has a license to use its respective patents, copyrights, trademarks, design rights, trade secrets, know-how and other intellectual property and proprietary rights ("IP Rights") created or developed prior to entering into the Order including all modifications, improvements or changes in or to such pre-existing IP Rights. To the extent that any pre-existing materials are contained in or used in connection with the Supplies ("Pre-existing IP"), Supplier grants to CS&S a worldwide, irrevocable, non-exclusive, fully paid, royalty-free right and license to and to authorize others to use, execute, reproduce, display, perform, distribute and prepare derivative works of such Pre-existing IP.

15.2 Supplier acknowledges and agrees that all discoveries, inventions, technologies, procedures, processes, techniques, formulas, methods, improvements, designs, works of authorship, software, trade names, slogans, service marks, mask work rights, IP Rights and other intellectual property and proprietary rights and derivative works invented, conceived, created, discovered, developed, authored or devised, individually or in collaboration with any other person or entity during the Term or in the course of performing pursuant to the Order (collectively, "Inventions") are "works made for hire" and shall be the sole and exclusive property of CS&S. Notwithstanding the foregoing, if any Inventions do not qualify as "works made for hire", Supplier hereby irrevocably assigns, without additional compensation, all right, title and interest in and to all such Inventions, including, without limitation, any and all applications, registrations, renewals, extensions, claims, allowances, reexaminations, reissues, other protections and all other United States and foreign intellectual property and proprietary rights of any type, nature and description for any and all Inventions throughout the world.

15.3 Supplier warrants that the sale or use of Supplies or provision of services furnished hereunder will not infringe or contribute to infringement of any IP Right, and shall defend, indemnify and hold CS&S, its predecessors, successors, assigns and customers (whether direct or indirect), harmless against any and all claims, losses, demands, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) (collectively, "Claims") which they, or any of them, may sustain or incur as arising from or relating to the Pre-existing IP or of a breach of this warranty.

16. Confidentiality - Publicity

Any information provided to the Supplier, or to which the Supplier may have access or learn shall be kept strictly confidential and exclusively reserved for the purpose of performing the Order. Absent CS&S's prior written agreement, the Supplier shall not disclose its business relationship with CS&S to third parties, nor exhibit the whole or part of the Supplies manufactured from technical documents or specifications owned/provided by CS&S.

17. Indemnity and Insurance

Supplier shall defend, indemnify and hold CS&S, its predecessors, successors, assigns and its customers (whether direct or direct) against any and all Claims, which they, or any of them, may sustain or incur as a result of (a) any claim of violation of any common law or any federal, provincial, state, local or foreign statute, law, ordinance, rule, regulation, license, permit, authorization, registration, policy or order (collectively, "Governmental Laws" and individually, a "Governmental Law"), (b) negligence, breach of warranty or strict liability in tort in connection with the use of the goods or provision of services, except such as may be caused to the extent of the negligence of CS&S, and (c) Supplier's breach or default of the order. Supplier shall procure and maintain the following insurance with carriers rated "A" or better by A.M. Best Company (subject to approval by CS&S), to protect CS&S and Supplier from any and all Claims as follows:

- Commercial General Liability Insurance, including Products/Completed Operations and Contractual Liability Insurance, with limit of liability not less than \$5 million per occurrence combined single limit for bodily injury and property damage;
- Workers' Compensation with statutory limits;
- Employers' Liability Insurance with a limit of \$2 million each accident and disease; and
- Automobile Liability Insurance for any auto owned, non-owned, leased, rented or hired and used in the fulfillment of the Order, with a limit of \$2 million per occurrence combined single limit for bodily injury and property damage.

Supplier shall provide a certificate of insurance issued by an authorized representative of Supplier's insurance company, naming CS&S as additional insured and providing a waiver of subrogation in favor of CS&S. Upon request,

Supplier shall provide CS&S with a copy of such insurance policy. Supplier hereby agrees to purchase, at Supplier's expense, any additional insurance which CS&S may consider to be necessary in light of the risks relating to performance of the Order.

18. Termination

18.1 CS&S may cancel any Order at any time prior to (a) shipment for non-specially manufactured goods, or (b) commencement for services, without any liability to Supplier. If CS&S terminates after the time set forth in 18.1(a) or (b) above, CS&S shall be liable to Supplier for Supplier's actual, documented out of pocket expense expended prior to receipt of notice of cancellation by CS&S for work and materials procured solely as a result of the Order which cannot be used by Supplier for any other product or service, and in no event shall exceed the purchase price of cancelled goods or services (the "Termination Cost").

18.2 CS&S shall have the right to cancel any Order for specially manufactured goods or services, and except as otherwise provided in applicable provisions of a government contract, CS&S's liability for cancellation of the Order for specially manufactured goods shall be limited to the Termination Cost.

18.3 In addition to its rights and remedies, CS&S may immediately terminate any Order without liability whatsoever in the following cases:

- Court-ordered, or out-of court dissolution or liquidation;
- An event of force majeure, the consequences of which last for more than 6 weeks;
- Supplier's breach or default of the Order;
- Supplier's entering into a factoring arrangement;
- Supplier's inadequate financial condition (as determined by CS&S); and
- Supplier's failure (as determined by CS&S) to provide adequate assurance of performance and/or financial condition.

19. Disputes - Governing law

The contract between CS&S and the Supplier is governed by Illinois (USA) law to the exclusion of the provisions of the Vienna Convention of April 11th, 1980 on the international sale of goods.

20. Sustainable development

20.1 The Supplier shall comply with the following principles:

- The OECD's Strategies for sustainable development, available at:
<http://www.oecd.org/dac/environment-development/2669958.pdf>.
- The ten principles of the United Nations Global Compact on human rights, labor standards, the environment and anti-corruption, which may be consulted on the following website:

<https://unglobalcompact.org/what-is-gc/mission/principles>

20.2. In order to enable use of the Supply in total safety, the Supplier shall:

- comply with all applicable Governmental Laws,
- Ensure that none of the Supplies contain one or more of the hazardous substances referred to in Articles 4 and 6 of the European Directive 2002/95/EC of 27 January 2003, also known as the RoHS Directive.
- Comply with all the obligations concerning substances which are restricted and/or banned in the European Union and, in particular, those listed in the REACH Regulation (EC 1907/2006).
- Comply with all the legislation and regulations relating to the ban on, or restriction of, the use of certain products or substances which are effective when the Order is placed, both in the European Union and in other countries, if such is specified in the Order and/or the specifications, or which may become applicable up to the delivery date of the Supply.

Within 45 days of receipt of a request from CS&S, which may be accompanied by a list which CS&S may have sent to it and, otherwise, on the basis of the effective lists of restricted substances, the Supplier shall advise CS&S of the presence of such substances in its Supply. At CS&S's first request, the Supplier shall provide it with all supporting documents required during the legal timeframe for conserving documents.

20.3. The Supplier certifies and warrants to CS&S that any Supplies, products or services that introduce any hazardous materials as defined by applicable Governmental Law into any facility of CS&S or CS&S's customer(s) are properly labeled, shipped in proper containers and are accompanied by MSDS (material safety data sheets). Any Supply that introduces any materials or substances regulated under any Governmental Law (including, without limitation, California proposition 65) shall be properly disclosed, labeled, packaged, shipped and shall be accompanied by material safety data sheets and other documents as required by applicable Governmental Law.

Materials that are prohibited by Governmental Law, including, without limitation, asbestos, asbestos containing materials and polychlorinated biphenyls shall not be introduced into the Supply or any facility of CS&S or CS&S's customers.

21. Management of Product/Process Changes

The Supplier shall inform CS&S in writing no less than nine (6) months prior to the date scheduled for the implementation of any change made to the Supply including changes affecting the processes, the procurement of critical components, the design or the location of the plant(s). CS&S reserves the right to refuse any change. All changes remain under the full responsibility of the Supplier. The Supplier shall repay to CS&S all the costs borne by CS&S during, or in the context of, the reclassification of the Supply and/or component affected by the change.

22. Taxes

Except as otherwise agreed in writing by CS&S, CS&S shall not be liable for any taxes, duties, customs or assessments in connection with the purchase and/or delivery of the Supplies.

23. Government Contract Terms and Conditions

If the goods or services to be furnished under the Order are to be used in furtherance of any U.S. government contract or sub-contract, then all the applicable provisions required to be included in the Order by the applicable government contract or by Governmental Law shall be deemed incorporated herein, including all applicable Federal Acquisition Regulation and DOD FAR supplement provisions. Supplier agrees to comply with all applicable Governmental Laws issued pursuant thereto, including without limitation, customs rules and regulations, restrictions on export of information, restrictions on dealing with restricted persons and citizens of restricted countries, compliance with equal opportunity requirements and implementation of a supplier diversity plan.

24. NAFTA Certificates

Supplier shall provide to CS&S an appropriate NAFTA certificate of origin, other FTA certificate, GSP Form A, or other document as may be requested by CS&S, as appropriate, for all eligible products to be imported into the United States.

25. U.S. Customs Documentation

Upon request, Supplier shall provide a country of origin affidavit and such other documents. Importing locations must have the opportunity to pre-approve the invoice, packing slip and any free trade agreement certifications prior to the first shipment. In the event that Supplier is located outside of the United States, Supplier will be responsible for export clearance. Upon request of CS&S, Supplier will provide those documents required by CS&S to recover duty paid by Supplier on imported Supply. All invoices for imported supply must: (1) contain the exact CS&S catalog number; (2) reference the purchase order number for each invoice line item; (3) country of manufacture must be provided by line item; (4) a detailed description in English must be provided for each catalog number; (5) the currency must be identified; and (6) EDI established upon request. Supplier agrees to establish electronic data interface provision of the invoice information to both CS&S and to its customs broker. The packing slip should contain weight and unit of measure, by line item if possible. The items shipped must be marked with the country of origin, or if accepted per the U.S. Customs Regulations, then the outermost export packaging unit must be marked.

26. Fair Labor standards certificate

Supplier hereby certifies that all goods furnished hereunder have been produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof, and in accordance with all applicable Governmental Laws governing general conditions for labor employed in the production of such goods, and will provide such certification on each invoice.

27. Non-Waiver

A waiver will be effective only if in writing and signed by CS&S and will be limited to the matter described therein; no such waiver will be or be deemed a waiver of any other, similar, prior, continuing or subsequent matter.