

All Alliance Innovative Mfg., Inc. Purchase Orders are Subject to the Following Terms and Conditions:

1. **Acceptance:** This purchase order constitutes an offer by Purchaser to the Seller upon the terms and conditions stated herein and shall become a binding contract upon such terms and conditions upon receipt of written acknowledgement from the Seller or by commencement of performance. This order is expressly made conditioned on assent to the terms hereof as the exclusive terms of agreement between the parties. The terms and conditions contained in this purchase order shall not be changed, added to or otherwise altered, whether by Seller's form of acknowledgement or otherwise, and each shipment of goods or performance of services by the Seller shall be deemed to be furnished upon these terms and conditions, unless any such change, addition or alteration, is set forth in a written instrument signed by an authorized representative of the Purchaser. All specifications, drawings, and other data, if any, submitted to the Seller in connection with this order are incorporated herein and form a part of this purchase order.
2. **Delivery:** Goods furnished pursuant to this purchase order shall be delivered F.O.B. the destination specified herein, or, if none is specified, the Purchaser's office, and risk of loss shall be on the Seller until acceptance of the goods by the Purchaser. All goods are subject to the inspection and acceptance within a reasonable time after delivery, notwithstanding any payment on account thereof. Seller is required to complete Purchaser's Quality Questionnaire as a condition of sale to Purchaser. Failure to do so will result in delayed payment. Purchaser's conditional approval of and purchase from Seller prior to completion of the Quality Questionnaire does not imply Seller's right to future sale to Purchaser. Any goods not conforming to this purchase order will be returned at the Seller's expense.
3. **Time and schedule:** Upon receipt and acceptance of this order, Seller shall provide Purchaser with a schedule for progress and completion conforming to any requirements specified or referred to on the face of this order. Seller shall keep Purchaser apprised of progress of performance and shall promptly notify Purchaser of any actual or anticipated delay in performance. Time is of the essence on this contract, and if delivery of goods, or rendering of services is not within any time specified or promised, Purchaser reserves the right, without liability, and in addition to whatever other rights or remedies it may have, to cancel this agreement upon notice to the Seller, substitute goods or services elsewhere and charge the Seller with any loss incurred.
4. **Price:** The goods or services ordered hereby shall be furnished at the price specified. If no price is specified, Seller agrees, by acceptance of this order, to furnish such goods or services at the lower of the price previously charged the Purchaser for similar goods or services, or the lowest prevailing market price, which ever is lower.
5. **Performance:** Should the Seller fail to perform this contract in accordance with its terms, Seller shall be liable for all direct, incidental and consequential damages (including any liability for liquidated damages incurred by Purchaser occasioned by such failure), costs and expense, including reasonable attorney's fees incurred by Purchaser by reason of such failure or incurred to enforce the terms of this contract. Purchaser may withhold any such amounts for which Seller is liable for payment under this contract or from any other payment due Seller. The latest copy of material specifications is applicable for all raw material orders unless otherwise specified.
6. **Right of Access:** Seller agrees to provide reasonable access to Seller's facilities for quality and process inspection when requested by Purchaser. This includes access to all applicable records associated with the work being performed by Seller for Purchaser, Customer, & Regulatory authorities.
7. **Quality and Quantity:** Seller warrants that all goods furnished pursuant to this purchase order will be in exact accordance with this purchase order will be in exact accordance with this purchase order or any drawings, specifications, or other data submitted or Purchaser in connection with any quote or otherwise forming a part hereof, free from defects in material and/or workmanship and merchantable. Any quantity shipped in excess of the amount specified may be returned at Seller's expense.
8. **Special Warranties:** Any applicable manufacturer's warranty and warranty of Seller shall be passed through to Purchaser and any end user. Any warranty by Seller limited by time shall be measured from the date of commissioning at the end user's facility.
9. **Changes:** Purchaser reserves the right, by written notice to the Seller, after the issuance of this purchase order buy prior to shipment of goods or performance of service, to make changes in this purchase order, in the specifications, drawings or data furnished with respect to this purchase order, or changes in the place or time of delivery. If any such changes cause an increase or decrease in the cost or our time required for performance, an equitable adjustment shall be made in the price or the delivery schedule or both. If Seller claims any change increase s the price, such claim shall be made within fifteen days of receipt of this notice of change or Seller shall be deemed to have waived any such claim. Price increases or extensions of time for delivery shall not be binding on the Purchaser unless evidence by a written instrument signed but an authorized representative of the Purchaser. Seller must notify Purchaser of changes in process or product definition.
10. **Cancellation:** In the event of fires, flood, strikes, lockouts, or other labor unrest, accident, war, riots, customer delay or cancellation, act of governmental authorities or other similar causes beyond Purchaser's control and affecting its use of the goods or services specified herein, Purchaser reserves the right without liability to defer receipt of the hoods or services ordered, or cancel this contract. In the event Seller incurs any loss on account of the cancellation of this contract, a reasonable adjustment shall be negotiated, but Purchaser shall not be liable for lost profit unless Purchaser's customer allows the same. If Seller claims any such loss, such claim shall be made within fifteen days of receipt of the notice of cancellation or Seller shall be deemed to have waived any such claim.
11. **Nonconformance:** Any nonconforming product should be documented on Purchaser's MRB form and cleared for acceptance by Purchaser prior to Seller shipping nonconforming product to Purchaser.
12. **Indemnity:** Seller agrees to indemnify, defend and hold harmless Purchaser from and against any and all claims, damages, loss, liability or expense of any character for or on account of any injury, death or damages sustained by any person and for damage to property arising under any legal theory with respect to any goods provided hereunder or services performed hereunder, except only where such injury, death, or damage is caused by or results from the sole negligence of Purchaser.
13. **Confidentiality:** Seller agrees that it shall maintain in confidence and secrecy all information and data, whether patentable or not, regarding Purchaser, its plans, programs, facilities, processes, products, costs, equipment or customers, including all proprietary and competitively sensitive data, and information which comes within the knowledge of Seller or the performance of work for Purchaser or in connection with Seller's dealings with Purchaser, its property or facilities. Any design, manufacturing drawing or other information or materials provided by Purchaser to Seller shall remain in the sole property of Purchaser. Seller shall have to no right or license under any present or future idea, invention, patent, trade secret, property information or data, copyright, mask work, trademark or trademark hereunder or pursuant hereto nor may any such right or license be implied by the Seller or receipt of any information or data hereunder.
14. **Requirement Flow-Down and Retention of Records:** Seller is responsible for all Buyer and/or Buyer's end user requirements flowed down to Seller on any and all paperwork originating from Buyer, including packing slips, drawings, specifications, and purchase orders. Seller is required to retain Buyer and Seller records associated with each transaction, including certificates, for a minimum of 10 years.
15. **Sub-tier Suppliers, Outsourced Production:** Seller shall impose all applicable purchase order requirements on sub-tier suppliers (vendors) that perform any operations to satisfy this purchase order.
16. **Certificate of Compliance (C of C):** C of C required where applicable to the purchase order requirements. The C of C shall identify Seller including the following but not limited to: Seller name and address, Purchaser's purchase order number, part number, and revision, quantity shipped, heat, batch, or lot number if applicable, date signature and title of certifier, and statement certifying compliance to the purchase order requirements.
17. **Interpretation, Assignment, Disputes:** This contract shall be construed according to the laws of the State of New York without regard to conflicts of laws principles and may not be assigned by the Seller without Purchaser's written consent. Any federal or state court sitting in Erie County, New York shall have personal jurisdiction over Seller in connection with any litigation relating hereto and Seller consents to venue in such court.