

ALPHA PRECISION GROUP TERMS AND CONDITIONS OF PURCHASE

Document #: WI-0328

Revision: D

Date: 9/11/18

1.0 Purpose

To outline Terms and Conditions for Suppliers of Alpha Precision Group

2.0 Process Owner

Director of Purchasing

3.0 Responsibility

APG and all APG Suppliers

4.0 Procedure

1. ACCEPTANCE AND ACKNOWLEDGEMENT OF ORDER

By accepting this Order or any part thereof, the Seller agrees to and accepts the terms and conditions hereof. Any additional or conflicting terms provided by Seller are hereby objected to, and the parties agree Purchaser only agrees to this Purchase Order on the terms herein. Acknowledgement on a form other than the Purchase Order provided herein, or start of any, or completion of the execution of the Work or shipment or invoicing shall constitute acceptance of this Purchase Order in its entirety on the terms herein.

2. QUANTITY

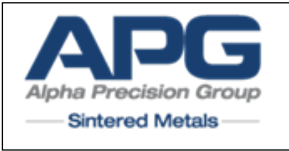
Seller shall provide the quantity indicated, and in no case may Seller provide substitute products or products complying with alternative specifications without express written approval (and agreement upon change in price) from Purchaser. Seller shall not consider delivery complete until delivery of the stated quantity.

3. PRICES

Prices are firm, not subject to escalation or additional charges unless otherwise specifically agreed in writing. Any agreed-upon discounts will be computed from the date of receipt of correct invoices and acceptance of Materials, whichever occurs last. The Seller agrees to credit or reimburse the Purchaser for any taxes, customs, duties or other levies that are included in the price(s) but are not required to be paid.

4. INSPECTION

All Materials and Work covered by this Order shall be subject to inspection by the Purchaser and to rejection if not satisfactory. In addition to Purchaser's remedies pursuant to breach of warranty herein, Materials so rejected will be held by the Purchaser at the Seller's risk pending directions from the Seller as to disposal at Seller's expense. If Seller does not promptly remove such rejected Materials, Purchaser, at its discretion, may do so at Seller's expense. Any expenses, including any test required to validate compliance, incurred by the Purchaser in respect of rejected material or work will be for the Seller's account. Neither inspection nor failure to inspect shall relieve Seller of responsibility or warranties with respect to items supplied hereunder or imply acceptance thereof. Without limiting the foregoing, risk of loss or damage to Materials shall not pass to Purchaser until delivery to and acceptance by Purchaser.



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5. DEFAULT

Time is of the essence with regard to this Purchase Order. The Purchaser reserves the right to terminate all or any part of this Order, without prejudice to any other rights and remedies it may have, in the event of failure by the Seller to perform as expressly specified in this Order, including without limitation by sending materials, performing work or delivering not in strict compliance with the terms herein. In the event of failure to deliver as specified, the Purchaser may return part or all of any shipment, receive a refund / not owe for such materials, and costs incurred by the Purchaser as a result of such default will be for the Seller's account.

6. CANCELLATION

Until a signed acknowledgement copy of the Order is received the Purchaser reserves the right to cancel the Order in whole or in part, with or without cause, at no cost to the Purchaser. In the event of cancellation of this Order by Purchaser after a signed acknowledgement copy is received by the Purchaser (except where such cancellation is due to the default of the Seller or otherwise permitted by the terms herein) the Seller shall be entitled to reimbursement for proven direct costs properly incurred to date of such cancellation without claim for loss of any other nature. Upon Seller's receipt of any notice of cancellation, Seller, unless otherwise directed, shall immediately discontinue all Work in process and otherwise mediate its costs and damages as much as possible.

7. FORCE MAJEURE

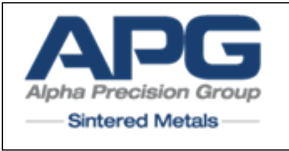
Should either the Purchaser or the Seller be precluded from or delayed in performing its obligations hereunder by reason of Act of God or any other cause beyond its reasonable control, then such party shall be entitled to a reasonable extension of time, to be negotiated and agreed by both parties, for the performance of its obligations. In the event, however, that either party is precluded from or delayed in the performance of its obligations to an extent that any extension or time for performance would cause damage to the other party, then the other party may cancel this Order without further recourse.

8. INDEMNIFICATION

Seller shall indemnify, defend and hold harmless the Purchaser, its affiliates, agents and employees from and against any and all costs, damages, suits, claims and demands of any nature arising out of either (i) the Materials or Work provided by it, or (ii) the performance by the Seller of its obligations hereunder, including in each case claims made or damages sustained in respect of property damage and personal injury (including death) except to the extent that such injury or damage is attributable to the gross negligence or willful misconduct of Purchaser, its affiliates, agents or employees.

9. INFRINGEMENT

Seller shall indemnify, defend and hold harmless the Purchaser from and against any and all costs, damages, suits, claims and demands of any nature arising out of any claims of infringement or misappropriation of any patent, trademark, copyright, industrial design or other intellectual property of a third party related to any Materials or Work (or parts thereof) purchased hereunder.



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10. ENCUMBRANCES

Seller agrees to deliver the Materials and Work to be supplied hereunder free and clear of all liens and encumbrances, including without limitation claims of laborers or materialmen, and Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such liens and encumbrances.

11. NON-DISCLOSURE

Seller agrees that it will not disclose any secret or confidential information that it may obtain or that may be developed in connection with this Order, including without limitation the price and quantity of the Materials and Work, designs and specifications, Purchaser's intended use for the Materials or Work, and any other information regarding Purchaser, its business, prospects, customers or plans. In addition, Seller shall only use such information as necessary to perform pursuant to this Order.

12. DRAWINGS, SPECIFICATIONS AND OTHER PROPERTY

Drawings, specifications and otherwise issued to the Seller by or on behalf of the Purchaser pertaining to Materials or Work covered by this Order remain the sole property of Purchaser, may be used by Seller solely to perform Work for Purchaser hereunder, and shall be returned to Purchaser upon request. No charge will be accepted by the Purchaser for patterns, pattern equipment, dies, jigs, fixtures or special apparatus used in the manufacture of Material or Work shown in this Order unless otherwise specifically agreed in writing.

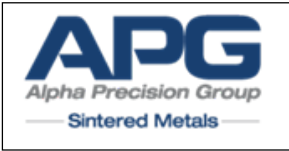
13. GUARANTIES AND WARRANTIES

Seller guaranties and warrants that the Materials will be suitable for the specified purpose for which they are purchased. In addition, the Seller expressly guaranties and warrants that: (i) all Materials and Work shall conform to the strict requirements and specifications of this Purchase Order; (ii) all design, workmanship and otherwise regarding all Materials and Work shall be free of defects and failures for a period of ten (10) years from the date of initial use by Purchaser or Purchaser's customer; (iii) all Work shall be performed in accordance with no less than industry standards by qualified personnel; (iv) none of the Materials or Work infringe the intellectual property of any third party, and no Materials or Work are subject to restrictions on use; and (v) all Materials and Work comply with all applicable law.

In the event of failure to adhere to any of the forgoing, in addition to any other remedies Purchaser may have, all Materials and Work shall be replaced or repaired at Purchaser's or its customer's site by the Seller immediately without any costs to the Purchaser. In the event that the Seller is unable or unwilling to effect immediately such repair or replacement the Purchaser shall have the right to effect or have effected such repair or replacement at the Seller's expense. Any attempt by Seller to disclaim any of the warranties or guaranties herein shall be void and of no effect.

14. ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign or subcontract this Order or work related hereto (in whole or in part) without the Purchaser's prior written approval. Any such assignment or subcontract without such written approval shall render this Order voidable at the Purchaser's option. In all cases, Seller shall remain liable for this Order as the primary obligor and Seller shall ensure that any assignee or subcontractor complies with all of the terms herein.



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15. GOVERNING LAW

This Order and the underlying transactions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles; provided, however, the UN Convention on Contracts for the International Sale of Goods is expressly excluded / disclaimed and not applicable to this Purchase Order or the underlying transactions. The Seller agrees to personal jurisdiction and venue in any court of the Commonwealth of Pennsylvania regarding any disputes related to this Order.

16. CONFLICTS

In case of a conflict between these “Terms and Conditions of Purchase” and any other terms on the front page(s) of the Order, the text of the front page(s) of the Order shall control. Furthermore, the Purchaser shall not be bound by any agreement modifying in any way the Terms and Conditions or the terms on the front page(s) of the Order, and/or any attachments unless said amendment is subsequent to the date of the Order, is in writing, and is signed by a duly authorized representative or the Purchaser.

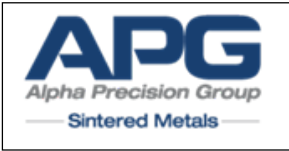
17. INVOICING

Invoices will be rendered by the Seller after all Materials have been received by Purchaser or the Work/services performed. A separate invoice must be issued for each Purchase Order. Each invoice will contain a complete description of the Materials delivered or Work/services rendered and show the Purchase Order number. Any sales taxes, duties and transportation charges which are the responsibility of Purchaser pursuant to the terms of this Order will be shown separately on each invoice. Invoices must be mailed to the Purchaser at the address indicated on the front page and must not be left with an employee of the Purchaser at the time of delivery of material or performance of Work/services. Notwithstanding any provision contained in any invoice, in no event shall there be any interest or other charges on overdue invoices and any such purported amounts will not be owed or paid.

18. DELIVERY AND SHIPPING

Seller must comply with the stated schedule and delivery date(s) which are meant to be the Delivery Date at the Purchaser’s facility. Seller shall ensure that the quantities and delivery schedules herein are effected ON TIME. In case of delays, the Seller will be responsible for all associated costs related with such delays including special transport in order to ensure prompt delivery. If transportation charges are prepaid by the Seller and are to be reimbursed by the Purchaser per the front page of this Order, the invoice on which these charges are shown (as a separate item) must be accompanied by a signed original and copies of bills of lading or express receipts and receipted freight or express bills to substantiate such charges. Even if Purchaser is responsible for shipping, the Seller shall be responsible for any excess transportation charges incurred by making partial shipments not specifically authorized in writing by the Purchaser. Materials shipped to Purchaser in advance of schedule may be returned to Seller at Seller’s expense.

The Purchase Order number must appear on all shipping manifests, bills of lading, invoices and correspondence and must be marked on or tagged to all Material shipped. A packing list must accompany each shipment showing Purchase Order number, item number and quantity of each product packaged (all other documentation should also include such information).



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19. PACKING

Seller shall properly pack all Materials prior to shipping, including without limitation that Seller shall package the Materials supplied to ensure protection against environmental changes and damage during handling and transportation. No charge will be accepted by the Purchaser for packing, boxing, containers, reels or cartage unless otherwise specifically agreed in writing. All Material and packaging must be clearly marked and identified in accordance with Purchaser's instructions and as required by law.

20. CHANGES

Notwithstanding anything else herein, Purchaser reserves the right to adjust quantities, specifications, shipment schedule and otherwise from time to time upon written notice to Seller (and upon any such material change, the parties shall in good faith negotiate and agree upon an equitable adjustment in price).

21. OTHERS

Seller agrees to allow access to its premises and to provide technical or equipment assistance to Purchaser and/or its customer to carry out audits or verifications of the quality, products and/or processes. Records pertaining to the Material or Work being verified shall be made available by Seller to Purchaser.

This Purchase Order (including these Terms and Conditions) represent the entire agreement of the parties related to the subject matter hereof. The failure of Purchaser to insist on performance of any provision herein (or part thereof) shall not be construed as a waiver of such provision (or part thereof). In the event that any provision of this Order is held invalid or unenforceable, the affected provision shall be modified to make it valid and enforceable as close to the intent of the provision as possible (and such invalidity shall not affect the enforceability of the remaining terms of this Order).

5.0 Definitions

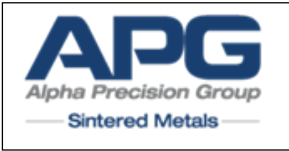
Order or **Purchase Order** means this Purchase Order and all its attachments (such as these Terms and Conditions) and exhibits.

Materials/Work means any goods, materials, equipment and works/services covered by this Order.

Seller means the person or entity to whom this Order is issued.

Purchaser means Alpha Precision Group, 95 Mason Run Road, Ridgway, PA 15857

6.0 References



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7.0 Revision History

Date	Issued By:	Revision Details	Rev. Level
11/19/13	Janice Woelfel	Initial upload of document	A
5/30/14	Janice Woelfel	Deleted "return on signed copy of the document to ASM" etc.	B
5/26/15	Nancy Assalone	Removed all references to "Inc.", replaced them with LLC.	C
9/11/18	Nancy Assalone	Updated the header with the APG logo, no approval needed.	D

Approved Electronically in Plex