

**WIRE WELD, INC. (“BUYER”)
Purchase Order Terms and Conditions**

1. Price. The price specified in this order shall include all costs of packing goods and all costs of delivery of goods to the delivery point specified in the applicable order, including: (a) all duties and taxes (including excise and withholding taxes) and (b) other incidental charges, Seller shall ship only the quantities of goods ordered by Buyer in this order. Seller shall not make any substitutions without Buyer’s prior written approval. Seller shall bill Buyer for the goods at the price specified in this order. Prices recorded in this order are not subject to increase. If Seller’s quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price is not recorded on the face of this order, price shall be that of last previous order given by Buyer to Seller, subject to the provisions of this paragraph. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller certifies that the prices herein are not higher than prices being charged to other organizations purchasing similar goods in similar quantities.

2. Packaging, Labeling, Shipping; Billing; Risk of Loss. Seller shall be responsible for providing adequate packaging, tagging, labeling, packing, shipping and billing. Seller shall comply with all packaging, tagging, labeling, packing, shipping and billing requirements reasonably requested by Buyer or established by applicable laws, regulations, carrier tariffs and classifications. Seller shall deliver goods to the designated carrier on or before the “ship date(s)” specified in this order. Seller shall ship all goods in full packs and full shipments in accordance with Buyer’s requirements. All risk of loss or damage to goods shall remain with Seller until delivery of such goods in accordance with the delivery or purchase terms specified by Buyer in this order.

3. Delivery. Buyer’s schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel this order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept further deliveries.

4. Warranties. Without in any way disclaiming implied remedies or limiting remedies for breach thereof, Seller represents and warrants that all goods shall: (a) conform to the specifications for such goods; (b) be merchantable; (c) be free from defects in workmanship, materials and packaging; (d) be free from defects in construction and design; (e) be fit and sufficient for the purpose for which they intended and/or which is stated on any packaging, labeling or advertising; and (f) be equivalent in materials, quality, fit, finish, workmanship, performance and design to any samples submitted to and approved by Buyer. Seller warrants that the sale or use of goods of Seller’s design or Seller’s patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the United States or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer’s products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

5. Compliance with Law. Seller represents and warrants that: (a) all patents, trademarks, trade names, trade dress, copyrights, trade secrets, right of publicity and other proprietary rights (other than proprietary rights owned by Buyer) used by Seller in connection with goods or the development or manufacture of goods are owned by Seller or that Seller has been properly authorized by the owner of such proprietary rights to use such rights in connection with such goods and to sell such goods as incorporate such proprietary rights to Buyer for use or further resale; (b) all goods have been or shall be produced, packaged, tagged, labeled, packed, shipped and invoiced in compliance with the applicable requirements of federal, state, local and (if applicable) international laws, regulations, ordinances and administrative orders.

6. Inspection; Nonconforming Goods. Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

7. Defense of Claims. Seller shall, at its own cost and expense, defend Buyer, its subsidiaries, and the shareholders, officers, directors, employees, licensees, agents, distributors, independent contractors and customers of Buyer and its subsidiaries (each an "Indemnified Party") from and against all allegations (even though such allegations may be false, fraudulent or groundless) asserted in any claim, action, lawsuit or proceeding between any Indemnified Party and any third party arising out of any of the following (collectively, the "Claims"): (a) infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret, right of publicity or other proprietary right in connection with goods, or any unfair competition involving goods; (b) death or of injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in goods, whether latent or patent, including actual or alleged improper manufacture, construction, installation, repair or design of goods, or actual or alleged failure of goods to comply with any specifications or samples or with any express or implied warranties of Seller, or any claim of strict liability in tort relating to any goods; (c) violation by goods in their manufacture, possession, use or sale, of any federal, state or local laws, regulations, ordinances or administrative orders or rules of the United States, its Territories or any other country in which goods is produced or delivered; (d) defect involving the packaging, tagging, labeling, packing, shipping and/or invoicing of goods; (e) failure to warn or inadequate warnings and/or instructions; (f) display, assembly or installation of goods; or (g) any other failure by Seller to fulfill its obligations hereunder. Seller shall use counsel reasonably satisfactory to Buyer in the defense of such Claims. Seller shall hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, actions, lawsuits, proceedings, liabilities, losses, costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation) incurred by any of the Indemnified Parties in any claim, demand, action, lawsuit, or proceeding between Seller and any Indemnified Party or between any Indemnified Party and any third party or otherwise arising out of any Claims.

8. Conflicting Terms. If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change its invoice to conform to this order and make payment accordingly.

9. Delegation; Assignment. Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligations hereunder.

10. Modification. Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

11. Cancellation; Set-off. Buyer reserves the right at any time and from time to time without cause, to cancel and/or reschedule all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation and/or rescheduling, Buyer shall have no liability to Seller. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller.

12. Waiver of Liens. Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller to Buyer in performance of this order.

13. Applicable Law and Jurisdiction. This order shall be construed and enforced in accordance with the internal laws of the State of Pennsylvania, without regard to its conflict of law principles. The rights and obligations of the parties hereto shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. The federal and/or state courts of Pennsylvania shall have exclusive personal and subject matter jurisdiction over, and the parties each hereby submit to the venue of such courts with respect to, any dispute arising pursuant to this order, and all objections to such jurisdiction and venue are hereby waived. Seller consents to service of process permitted under Pennsylvania law or by certified mail, return receipt requested.

14. Terms and acceptance. This order becomes a contract (a) when signed acknowledgment is received by Buyer, or (b) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (c) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgment of this order contains either: (i) a different price or delivery schedule or a different type of item, or (ii) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this order, shall have no force or effect, and that Seller by such acknowledgment thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of the contract so created. The contract created by this order contains the entire agreement of the parties with respect to the subject matter hereof, and may not be modified orally, but only by a written instrument executed by both parties, and failure of Buyer to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.