

The Techs Purchase Order Terms and Conditions

1. Acceptance: SELLER is required to acknowledge this order promptly, confirming quantities, prices, and delivery date shown. This order becomes a contract when issued in response to a signed offer of SELLER made on The Techs's quotation form or when accepted by acknowledgement of SELLER or upon commencement of performance by SELLER. No change in, modification of, or revision of this order shall be valid unless agreed to in a writing signed by The Techs. Any terms and conditions contained in VENDOR'S acknowledgement of this order or otherwise which are different from or in addition to the terms and conditions of this order (whether or not such different or additional terms and conditions materially alter this order) shall not be part of the contract.

2. Price: The price shall not be higher than that appearing on the face of this order, or, if no price appears thereon, then no higher than the last price quoted by the SELLER, free of packaging, transportation or other extra charges of any kind. The price is confidential information between the SELLER and The Tech's and shall only be used by the SELLER in connection with this purchase, and shall not be used for any other purposes or disclosed to third parties without The Tech's prior written consent.

3. Taxes: Except as otherwise required by law or otherwise agreed in writing, SELLER agrees to pay and bear any federal, state, local or foreign taxes, or other governmental charges upon the production, transportation or sale of the goods or services supplied hereunder.

4. Identification: SELLER must show complete order number on packing lists, bills of lading, other supporting documents and packages. Packing lists must accompany all shipments. The Techs reserves the right to return, collect, all improperly marked shipments.

5. Confidentiality of Specifications: The Tech's material specifications described in the purchase order are the property of The Techs. The specifications shall be used by the SELLER for the sole purpose of fulfilling the specified purchase order. The specifications of the order shall not be used for any other purposes or disclosed to third parties without The Tech's prior written consent.

6. Invoices: Send all documents to:

Accounts Payable c/o MetalTech
2400 Second Avenue
Pittsburgh, PA 15219

Any monies due for goods or services furnished under this contract may, at The Techs's option, be applied by The Techs to offset any sum which the SELLER may owe to The Techs or any subsidiary or affiliated corporation of The Techs.

7. Delivery: Time of delivery is of the essence of this order. The Techs reserves the right to refuse any good or services and to cancel all or any part of this order if SELLER fails to deliver all or any part of the goods or services in accordance with the terms of this order. Acceptance of any part of the order shall not bind The Techs to accept future shipments nor deprive it of the right to return goods already accepted.

8. Warranty: SELLER warrants that the goods or services furnished hereunder shall conform to this contract and shall be of good workmanship and quality, free of all defects, fit for the purposes for which they are intended and are free and clear of all liens and encumbrances.

Subject to commercially reasonable notification by The Techs of any defects or nonconformities, and a reasonable opportunity to cure such defects and/or nonconformities Seller agrees it shall at its own cost and expense service, repair replace, re-engineer or otherwise correct any and all such defects or nonconformities, or if Seller refuses or, after reasonable attempts, fails or is otherwise unable to effect such repairs of corrections, Seller shall reimburse The Techs for The Tech's full cost of effecting such repairs or corrections elsewhere. This warranty is a minimum warranty and shall not be deemed to reduce or replace any other of Seller's otherwise applicable warranties.

9. Cancellation Rights: The Tech's reserve the right to cancel the purchase order including delivery of the goods or services described on the purchase order. If the cancellation occurs prior to the SELLER beginning production of the order The Techs will have no liability to the Seller and will owe no compensation. If the cancellation occurs while work is in process on the order The Techs will make a reasonable accommodation to the SELLER for losses incurred by the cancellation.

10. Nonconforming Goods: All goods must conform to this order in respect to quantity, quality and in all other respects, and are subject to inspection (although The Techs has no duty to inspect) and acceptance by The Techs after delivery. The Techs's weight and count shall govern. SELLER is liable for, and shall indemnify The Techs against, all losses, damages and liability arising in any way in connection with any defective or nonconforming goods; in addition, The Techs shall have the right to return any defective or nonconforming goods at SELLER's expense. SELLER shall replace or correct defective or nonconforming goods with The Tech's approval.

11. Changes: The Techs has the right by issuance of a Change Order or other such document to make changes to the goods and/or services ordered, if such changes alter the production cost of SELLER, adjustment shall be made accordingly.

12. Inventions: SELLER agrees that: (1) in all cases where this order requires the SELLER to make a new design to meet The Techs's specifications, any ideas or inventions relating to the subject matter of this order conceived or first reduced to practice while filling this order or as a direct or indirect result of work done while filling this order and all subsequent improvements thereon, and (2) any ideas or inventions first disclosed to SELLER by The Techs and all subsequent improvements thereon, shall be the property of The Techs and SELLER agrees without further compensation to disclose promptly such ideas, inventions, and improvements to The Techs and to take all reasonable and necessary steps to enable The Techs to file patent applications in any country on any such ideas, inventions or improvements, and to vest title in The Techs in any patents issuing thereon.

13. Patent Indemnity: SELLER warrants that: (1) use of the goods covered by this order for the purposes for which such goods were designed, (2) sale of such goods by The Techs, and (3) performance by SELLER in filling this order will not infringe any United States patent and SELLER will, at its expense, defend The Techs and hold The Techs, its affiliated corporations, successors and assigns free and harmless in respect to any claim, action or suit, or for any claim arising out of such action or suit, for infringement of any United States patent based on the use of such goods for the purposes for which they were designed or the sale of such goods by The Techs, or for actively inducing infringement or for contributory infringement arising out of the performance of any act by SELLER in filling this order; provided, however, that The Techs may be represented in any such action or suit by attorneys of its own selection at its expense. In the event that an injunction shall be obtained against the use of any such goods or part thereof by The Techs, SELLER, in addition to its above obligations, shall, at its expense, procure for The Techs the right to continue using said goods, modify said goods to become non-infringing, or replace such goods with non-infringing goods satisfactory to The Techs.

14. Occupational Safety and Health: SELLER represents that all goods and/or services sold or furnished to The Techs hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or orders issued thereunder (herein collectively called "Occupational Safety and Health Requirements"), and SELLER agrees to indemnify and hold harmless The Techs against any claims, losses, damages, fines, penalties, cost and expenses suffered or incurred by The Techs as a result of any violation of or non-compliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. SELLER agrees upon request to furnish The Techs any and all information regarding the ingredients of goods sold or furnished to The Techs hereunder and to comply with any other reasonable request of The Techs

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made in connection with the application of any Occupational Safety and Health Requirements to The Techs, and its employees and property.

15. Governmental Requirements: SELLER represents that SELLER and all its goods and/or services sold or furnished to The Techs hereunder will comply with all applicable federal, state and local status, laws, ordinances, codes, rules, regulations, standards, orders or other governmental requirements of any kind ("Governmental Requirements"), and any amendments thereto, including, without limitation, (1) the requirements relating to equal employment opportunity contained in or authorized by Federal Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations and relevant orders of the Secretary of Labor; (2) the requirements contained in or authorized by the Fair Labor Standards Act of 1938, as amended; (3) the requirements contained in or authorized by the Federal Toxic Substances Control Act; and (4) the requirements contained in or authorized by the Federal Clean Air Act, as amended, or the Federal Water Pollution Control Act, as amended. Any and all provisions required to be included in a contract of this type by any applicable Governmental Requirements are deemed to be incorporated herein. SELLER agrees to defend and indemnify The Techs from and against any claims, losses, damages, fines, penalties, liabilities, costs and expense suffered or incurred by The Techs as the result of any failure on the part of SELLER or its goods and/or services to comply with any Governmental Requirements.

16. Buyer's Equipment: If equipment or other property is furnished by The Techs in connection with this order, it shall not be used for anyone except The Techs, and shall be subject to removal upon request of The Techs or by The Techs. VENDOR is responsible for the repair and maintenance of the equipment or property and for any loss or damage to the equipment or property. SELLER shall be responsible for the proper custody and use of such property and shall defend and indemnify The Techs against all claims and liability, including liability under the Occupational Safety and Health Act of 1970, accruing while the property is in SELLER's custody.

17. Publicity: SELLER shall not, without first receiving written permission from The Techs, in any manner advertise, or publish, or otherwise disseminate the fact that SELLER has contract to furnish to The Techs the goods and/or services specified herein or any other information relating to this contract.

18. Audit: When, in the opinion of The Techs, any aspect of the contract between the parties requires financial or other auditing or appraisal, representatives designated by The Techs shall have the right to examine and copy any and all writings relating to the contract in the possession or control of SELLER, and SELLER agrees to make them available to The Techs at reasonable times for said purposes. The Techs right to audit shall extend for a period of one year after completion and acceptance of performance of the contract. SELLER shall include in all subcontracts a like provision under which The Techs shall have the above rights to audit such subcontracts.

19. Validity: If one or more provisions of this order are waived or held illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby.

20. Captions: The captions at the beginning of each of the numbered paragraphs herein are for reference purposes only and are of no legal force and effect.

21. Governing Law: This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Indiana including the Indiana Uniform Commercial Code, without regard to conflict of law principles.

22. Alternative Dispute Resolution: The Techs and Seller agree that the prompt and effective resolution of any disputes that may arise hereunder is in the best interest of everyone. Save for matters requiring injunctive relief or specific performance, the parties agree that all disputes hereunder shall be resolved by arbitration in Pennsylvania, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, by a single arbitrator, if the parties can mutually agree, or, if the parties cannot agree, by a panel of three arbitrators, with each party selecting one arbitrator and the two so selected choosing the third. Any finding or award by the arbitrator(s) shall be binding in any related judicial action between the parties, and may be entered as a judgment in any state or federal court in Pennsylvania.