

**ITW WORKHOLDING
TERMS AND CONDITIONS - PURCHASE ORDER**

The specifications on the order are placed subject to the following conditions:

Acknowledgement of this order must be made in writing by return mail, fax or e-mail, stating date of delivery. This acknowledgement constitutes acceptance of this order as presented.

Your invoices and packing list must show our order number. Original Bills of Lading or Express receipts properly signed by Carrier's representatives must be attached to invoices and both mailed not later than day after shipment. ALL SHIPMENTS MUST BE ACCOMPANIED BY PACKING LIST. Packing lists for carload shipments must be tacked inside car near door. Packing lists for less than carload shipments must be placed in each package.

Foreign Suppliers: Unless specified within the Purchase Order, Terms of Delivery are Incoterms 2000 FCA, UPS Consolidation Point. Our Importer of Record number is 36-1258310-97.

It is understood that you will indemnify us for loss of damage sustained on account of infringement of patents or claims hereunder on material covered by this order.

This order shall be subject to modification by us in event of fire, accidents, strikes, government acts, or other conditions beyond our control.

We reserve the right to cancel this order or any part thereof not shipped up to date of our cancellation notice.

This order must not be filled at a higher price than shown without our written consent.

No charge for boxing or cartage allowed unless previously arranged.

Vendor agrees that the Manufacture, sale and/or delivery of the material covered by this order comply with all existing laws, Federal, State, or local affecting the Manufacture, sales and/or delivery of such material.

No agreement or other understanding in any way modifying the conditions of this order will be binding upon us unless made in writing and signed by our authorized representative.

Seller certifies that the ceiling prices stated in the within purchase order do not and will not, to the best of its knowledge, information, and belief, exceed the maximum prices permissible under any prevailing applicable law or regulation. Seller agrees to refund any amounts paid by buyer which are subsequently determined to be in excess of such maximum prices.

This purchase order and all orders heretofore and hereafter issued to Seller by Buyer in connection with a contract with the United States Government whether Buyer is the prime contractor or a sub-contractor, shall be deemed to include all provisions required by such contracts to be included in sub-contracts and orders relating to such contracts; and such provisions shall apply with the same force and effect as though set forth in detail herein or in said orders. Such provisions shall include but not be limited to the following: Renegotiations, disclosure of information, employment of aliens, inspection of books and premises, anti-discrimination, plant protection, and inventions and/or discoveries.

The Buyer may terminate this contract at any time and unless such termination is for the fault of the Seller, the approval termination provision recommended for use by the Department of Defense shall be applicable to such termination.

All blueprints made or furnished are restricted information and must be returned to ITW Workholding Company.

Responsibility for accuracy of gages, jigs, or tools if furnished to make parts on this order shall rest with the vendor and not the ITW Workholding Company.

Prompt payment of invoices demands that all shippers, bill of lading, packing slips, etc., include our purchase order and work order numbers and any other pertinent data of help to accounting dept. in processing invoices. Failure to comply may delay payment.

If tools, patterns, parts, or raw material are furnished by the ITW Workholding Company as being necessary to meet the specifications of this order, they are consigned at full replacement value.

NON-DISCRIMINATION IN EQUAL EMPLOYMENT OPPORTUNITY

Seller will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, those in age bracket of 40 to 70 years of age, and handicapped, and will comply with provisions of the Vocational Rehabilitation Act of 1973 and the Vietnam Era Veterans Act of 1974, and all other Executive Orders, laws, and regulations pertaining to Equal Employment Opportunity.

ITW WORKHOLDING COMPANY