

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE: Supplier's acceptance of this Purchase Order ("Order") shall be evidenced by returning a signed copy of this Order to Venture Measurement ("Purchaser"), the shipment of goods or commencement of services to be performed hereunder. Purchaser shall not be bound by any provision, printed or otherwise, at variance or in addition to the terms of this Order, that may appear on any quotation, acknowledgement or other form used by Supplier unless any such provision is expressly accepted in writing by Purchaser. None of the terms and conditions contained in this Order may be added to, modified, superseded or otherwise altered except by a written instrument signed by Purchaser authorized representative.

2. PRICE AND PAYMENT: Purchaser shall not be invoiced at a price(s) higher than stated on the face of this Order. Any price modifications shall be confirmed and accepted by Purchaser prior to shipment of the goods or performance of services. Payment shall be made accordingly with terms stated on the Order.

3. TAXES AND CHARGES: Unless otherwise stated on the Order, price does not include (a) any applicable federal, state or local taxes or (b) the charges for insurance, import duties, transportation and any other fee or expense related to the provision of the goods or services ordered.

4. CHANGES: Purchaser may, at any time, by written amendment to this Order, increase or decrease the ordered quantities or the goods or services or make a change in any or more of the following: (a) applicable drawings, designs and/or specifications when the goods to be furnished are to be specifically manufactured by Supplier in accordance with the Purchaser provided drawings, designs and/or specifications; and/or (b) shipping method or carrier; and/or (c) place or **time of delivery**. If such change causes an increase or decrease in the cost or time of performance of this Order, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Supplier shall be deemed to have waived any claim for adjustment unless asserted in writing accompanied by an estimate of the cost or the additional time required for performance of the change within 20 days from receipt of notification of the change.

5. TERMINATION, BREACH AND TIME FOR PERFORMANCE: Purchaser may at any time, whether or not Supplier is in breach hereof, terminate this Order in whole or in part by written notice. If this Order is terminated without breach by Supplier, Supplier shall be entitled solely to reimbursement of the reasonable cost Supplier has incurred in the performance of this Order prior to the effective date of termination, but in no event shall such reimbursement exceed the total Order amount. If this Order is terminated by Purchaser for Supplier's breach or as a result of a force majeure (as specified in paragraph 15) affecting Supplier's performance, including, but not limited to Supplier's delay in delivery of goods or performance of services, Supplier shall not be entitled to any reimbursement. In addition to any other remedy provided in this Order for a breach of any of the Terms, Purchaser may pursue cumulatively against Supplier any or all available remedies at law or equity.

6. ASSIGNMENT / SUBCONTRACTING: Supplier shall not (a) assign this Order, any interest herein or any rights hereunder or (b) subcontract any obligation to be performed hereunder, without the prior written consent of Purchaser.

7. TAXES AND CHARGES: Unless otherwise stated on the Order, price does not include (a) any applicable federal, state or local taxes or (b) the charges for insurance, import duties, transportation and any other fee or expense related to the provision of the goods or services ordered.

8. INDEMNIFICATION: Supplier shall indemnify for and save Purchaser and/or its customers harmless against any loss, damage, liability or claim (including, without limitation, costs and attorney's fees in connection therewith) that may be made alleging that the goods and/or deliverable items or work product in connection with services infringe any patent, trademark, trade secret, copyright or any other proprietary right, or against any loss, damage, liability or claim attributable to the possession, use or transfer of the goods or the performance or services (including, without limitation, costs and attorney's fees in connection therewith) that may be suffered by and/or be the subject of a claim by a third party against, Purchaser and/or its customers, including, without limitation, any loss, damage, liability or claim arising from injury or death to persons or damage to property.

9. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS: For any goods and materials furnished in accordance to this Order which are defined as hazardous or dangerous under applicable law, Supplier will provide Company with hazardous warning and safe handling information in the form of a material safety data sheet (MSDS) and appropriate labeling for such goods or materials.

10. GOVERNING LAW: this Order shall be interpreted and construed in accordance with the laws of the State of South Carolina.

11. DISCLOSURE OF INFORMATION: Unless otherwise expressly agreed in writing, all information disclosed by Purchaser to Supplier or to which Supplier otherwise obtains access in the course of performance of this Order shall be maintained in confidence by Supplier, shall remain Purchaser's property and shall be returned to Purchaser upon request. Supplier shall not disclose any such information to third persons without the prior written consent of Purchaser. Such information shall be used by supplier solely for purposes of performance of this Order.

12. TOOLS: Supplier at its own expense shall maintain and keep in good condition all tooling necessary for production of material ordered. Buyer shall pay for the cost of changes in tooling necessary to effect design or specification changes ordered by buyer. Supplier shall bear risk of all loss and damage to tooling and shall insure such risk.

13. WAIVER: The failure of a party to claim a breach of any of the Terms shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such terms.

14. FORCE MAJEURE: Neither Purchaser nor Supplier shall be liable for delays due to causes beyond the control and without the fault or negligence of the party whose performance is affected, including, but not limited to, acts of God, the public enemy or the government, strikes or other labor disputes, fires, floods, freight embargoes or unusually severe weather. In the event such cause affects Supplier's performance for a period of 10 or more days, Purchaser shall have the right to terminate this Order for its convenience pursuant to paragraph 5.

15. RIGHT TO ASSURANCES: Should Purchaser in good faith have reason to question the Supplier's intention to perform, it may demand in writing that the Supplier give a written assurance of its intent to perform. In the event that the demand is made and assurance is not given within a reasonable period of time not exceeding one (1) week after receipt of such demand, the Purchaser may treat this failure as a repudiation of Order.

16. REPUDIATION BY SUPPLIER: In the event that Supplier repudiates the Order, fails to provide written assurances of intent to perform under the Terms, Purchaser shall have the right to terminate the Order and make substitute purchases from other sources, or, if the goods are in partial state of fabrication, have the fabrication completed by other means. In either event, Supplier shall be liable to Purchaser for the additional expenses and costs incurred without waiver of Purchaser's right to damages and other remedies.

17. SUPPLIER RIGHTS, REMEDIES AND DAMAGES: Supplier shall not assert, and hereby irrevocably waives, any and all claims or causes of action it may now have or hereafter acquire against Purchaser and each affiliate of Purchaser on any theory of liability for special, indirect, incidental, exemplary, consequential or punitive damages (as opposed to actual and direct damages) arising out of or in connection with this Order and the transactions contemplated hereby.

18. SPECIFIC GOODS AND SERVICES: If this Order is for goods and services designated by reference to a Venture Measurement item specification number, the following additional provisions will apply:

- a. Supplier is prohibited from making changes to specifications without prior written notification to Purchaser
- b. Supplier must assure current specifications are on file and the revision level printed on the Order is the one used to manufacture the goods ordered.
- c. Any deviations from this Order specifications furnished hereunder, or other exceptions or alterations must be approved in writing by Purchaser.
- d. Supplier will periodically complete Purchaser's surveys regarding its quality systems and records. Supplier will permit Purchaser to periodically audit or conduct a "for cause" audit or Supplier's quality systems and related records at the Supplier's site during Supplier's normal business hours.
- e. Supplier warrants that it possesses all licenses, qualifications and registrations necessary to perform such services and to deliver such goods. Supplier certifies that it is, and all goods and services provided to Purchaser will be, in compliance with all federal, state and local laws, rules and regulations.

19. ENTIRE AGREEMENT: This Order constitutes the entire agreements between the parties on the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, oral or written.

GOODS: if this Order is for goods, the following paragraphs are also included in this Order:

G1. QUANTITY: Unless otherwise specified on the face of this Order, each Order shall be shipped complete. Purchaser shall not be obligated to accept any shipment of goods in excess of the quantity specified in this Order. Any excess quantity will be held at Supplier's risk and expense for a reasonable time awaiting return shipping instructions from supplier. Risk of loss and return shipping charges for any excess quantity shall be borne by Supplier.

G2. WARRANTY: Supplier warrants that for the period of one year or such other period specified on the Order following acceptance of the goods that they (a) shall conform to the description set forth on the Order and to the specifications on file, (b) shall be free of any liens and encumbrances, (c) shall be of new material and good workmanship, merchantable and free of defects and (d) shall be fit for the purposes intended. All goods that use electrical power shall comply with Underwriter's Laboratory (UL) requirements. In the event Supplier breaches any warranty, Supplier, at Purchaser's option, will either repair or replace the defective or nonconforming goods at no cost to Purchaser, or refund in full the value of these goods and other transportation costs. The foregoing remedies shall be in addition to and not in limitation of any and all other remedies available to Purchaser.

G3. DELIVERY: Goods delivered prior to the required delivery date, at Purchaser's option, may not be accepted by Purchaser and may be returnable to Supplier at Supplier's sole risk and expense.

G4. PACKING: All goods shall be suitably packed for shipment to prevent damage. Each item of equipment and/or package, shipping crate or container shall be externally and prominently marked with the Purchase Order number. In the event a packing list detailing all the items included is not received with shipment, the Purchaser's count and receiving documents shall be accepted by Supplier a final and conclusive.

G5. SHIPPING: Supplier shall ship goods via the method specified in the Order and in compliance with Venture Measurement Routing Guide. Goods shall not be shipped via AIR freight without written direction or approval from Purchaser.

SERVICES: if this Order is for services, Venture Measurement Contractor Safety procedure will apply to this Order.