



STANDARD TERMS and CONDITIONS

Acceptance - This purchase order becomes a binding contract on the terms set forth herein when it is accepted either by acknowledgement, commencement of work and/or by performance or shipment by Seller.

Changes - The Buyer shall have the right to make changes from time to time in the drawings or specifications or otherwise in the work to be performed or the materials to be furnished by the Seller hereunder. If such changes result in delay or additional expense to Seller, an equitable adjustment of price and delivery schedules may be made. **The Seller shall make no changes to this purchase order, drawings, specifications, or approved processes or agents and materials used in the manufacture otherwise, without prior documented approval of the Buyer/Triangle. Any such request must be made well in advance of any changes and must be formally documented and approved by the Buyer/Triangle.**

Inspection - Seller agrees to permit the Buyer's inspectors to have access to the Seller's plant at all reasonable times for the purpose of inspecting any items set forth on this order or work in progress for production of such items. All items are subject to final inspection and approval at Buyer's plant or other place designated by Buyer. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. Buyer may return rejected items at Seller's expense. Seller shall not replace items returned as defective unless so directed by Buyer in writing. Buyer shall not be responsible for payment of returned/defective items and Seller shall issue a formal credit to Buyer on any goods found to be defective and re-invoice upon return of replacement goods as directed by the Buyer.

Packing and Shipping - All items shall be prepared and packed for shipment to prevent any damage in shipment and shipped as designated on the purchase order. Buyer will not allow extra charges for packaging, cartage or anything else unless stated in this order. A packing slip which includes the purchase order number, quantity shipped, and item number shall be included on each container/box shipped so upon receipt the items being received can be easily identified and received by the Recipient/Buyer.

Delivery Schedule, Delays, Defaults - The delivery schedule as stated on the purchase order is considered to be the agreed upon date of delivery unless otherwise agreed upon between the parties. Seller must advise Buyer of any changes to delivery quantities and delivery schedules/dates upon receipt of purchase order. Buyer may return goods at Seller's expense if the quantities and/or delivery dates do not agree with the purchase order. In the event of any delay in delivery, regardless of the cause, or in the event of any other default of the Seller hereunder, Buyer may terminate this order without liability upon Buyer to Seller, or Buyer may agree to a revised delivery schedule.

Buyer's Property - When tooling or gages are furnished by Buyer, the responsibility of checking for initial accuracy and for maintaining accuracy shall rest upon the Seller. All tools, dies, jigs, patterns, gages, equipment or material and other items purchased, furnished, charged to or paid for by Buyer and any replacements thereof, shall remain the property of Buyer. Such property shall be plainly marked "Property of Triangle Manufacturing Inc. Upper Saddle River, NJ 07458 201-825-1212" and shall be safely stored apart from other property. Seller shall not substitute other property for Buyer's property and shall not use such property except in fulfilling Buyer's orders. Such property, while in Seller's custody or control, shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver the same to Buyer in good condition, reasonable wear and tear expected.

Warranty - Seller warrants that all items shall be free from defects of material or workmanship, shall conform to applicable drawings and specifications and any samples previously approved by Buyer and shall be of saleable quality and fit for the purpose for which purchased. Such warranties, together with all other service warranties and guarantees of Seller, not including disclaimers, shall run in favor of Buyer and its customers and shall survive any inspection, delivery or acceptance of the materials or services, or payment to Buyer. Seller agrees to indemnify and hold Buyer harmless from any and all liability arising out of or in any way connected with a breach of this warranty or the negligence of Seller in the manufacture of the items set forth in this order.

Patents, Copyright and Technology Indemnity - In respect of any goods, device, process, or composition furnished or used hereunder which is of Seller's design or Seller's standard manufacture the Seller shall indemnify and hold Buyer and its customers harmless from any liability, expense, costs or damages arising from any actual or alleged infringement of any United States Patent; and shall at its own expense defend any action in which such infringement is alleged with respect to the manufacture, sale or use of such items delivered hereunder, provided Seller is duly notified as to suits against Buyer.

Drawings, Specifications and Technical Information - Drawings, specifications, photographs and other engineering and manufacturing information supplied by Buyer shall remain Buyer's property, shall not be photocopied or otherwise duplicated without Buyer's written consent and shall be returned to Buyer upon completion of order or upon demand. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the items covered by this order shall be deemed to have been disclosed as part of consideration for this order and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof.

Subcontracts and Assignment - Seller shall not, without the consent of the Buyer, make any contract with any other person for furnishing any of the completed or substantially completed items covered by this order or assign this order or any right hereunder without Buyer's consent. Any subcontracted process must be approved by Triangle in advance and documented on the certificate of conformance (COC).

Compliance with Statutes and Regulations - Seller warrants and certifies that in the performance of this contract it will comply with all applicable statutes, rules, regulations and orders of the United States, or of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment; and that the items to be furnished hereunder shall be produced in compliance with the Fair Labor Standards Act.

Termination - Buyer may, by notice in writing to the Seller, terminate this purchase order in whole or in part and such termination shall not constitute a default on the part of Buyer. In no event shall Seller be entitled to anticipatory profits or to special or consequential damages.

Taxes - All local, state and federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoices.

Responsibility for Goods - Except as otherwise provided in this order, Seller shall be responsible for the goods and materials covered by this order until they are delivered at the designated delivery point, and the Seller shall bear all risks as to rejected goods after notice of rejection, except that Buyer shall be responsible for loss or damage thereof resulting from the gross negligence of its employees.

Prices - Seller's price shall not be higher than last quoted or charged to Buyer unless otherwise agreed in writing.

OSHA Compliance - In order to be in compliance with OSHA Hazard Communication Standard (29c FR 1910.1200) Seller must attach a current Safety Data Sheet (SDS), if applicable, to the packing slip for each individual item on the purchase order and as shipped.

Equal Opportunity Employment - Triangle is an equal employment opportunity employer and complies to the extent necessary and possible to such laws as applicable.