KV Tooling Systems, LLC 2459 North Belfast Ave. Augusta, ME 04330

PURCHASE ORDER TERMS AND CONDITIONS

Acceptance and Complete Agreement: This order is Buyer's offer to Seller and is not an acceptance by Buyer of any offer to sell by Seller or of any terms and conditions contained in such offer. Acceptance of this offer by Seller should be made by

- Executing and returning an acknowledgment or copy of acknowledgment or
- Delivering any of the goods ordered herein or
- Rendering any of the services ordered herein

Any additional or different terms proposed by Seller are objected to and rejected unless expressly assented to in writing by Buyer. This order is a complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer.

Packing and Shipping: All goods shall be packed, rated, and braced to prevent damage or deterioration in accordance with Uniform Freight Classification Rules and Regulations and Carrier Tariffs. No changes will be paid by Buyer of preparation, packing, crating, or cartage unless separately stated within the order. All shipments to be forwarded on one day via one route shall be consolidated and shipped to provide the lowest transportation charge. Goods sold F.O.B. place of shipment, shall be forwarded per the freight account designated by Buyer. Bill of Lading description of goods shall be described in Uniform Freight Classification of Carrier Tariffs and not by trade or technical name. Shipping cost for goods on backorder shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess cost is the responsibility of the Seller.

Title and Risk of Loss: Title passes to Buyer upon acceptance and delivery of the goods purchased at the delivery location.

Cancellation: Buyer reserves the right to cancel this order, or any portion of this order without liability, if:

- Delivery is not made when and as specified
- Seller fails to meet contract commitments as to exact time, price, or quantity
- Seller ceases to conduct its business in a normal course of business
- Seller is unable to meet its obligations as they mature
- Proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors
- A receiver is appointed or applied for by the Seller or
- An assignment is made by Seller for the benefit of creditors

Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the State where Buyer has signed this order.

Payment Terms: Vendor shall send an invoice together with the original bills of lading or express receipts properly signed by Shippers representatives to Buyers accounts payable department not later than the day after shipments are made. Individual invoices shall be issued for shipments applying against each purchase order. Where applicable, invoices shall be supported by weight certificates and grade certifications. Payment terms stated on P.O. Form shall commence on the date Buyer has received the goods. Delay in receiving the statements and invoices, as well as errors and omissions on such documents, will be considered just cause for withholding payment without losing any cash discount privilege