



Purchase Order Terms and Conditions

1. ACCEPTANCE — This order is not binding upon Tulmar Ridge LLC, hereafter referred to as “Tulmar Ridge”, until accepted by the Vendor. Acceptance of all terms and conditions of the order shall take place when (a) Tulmar Ridge receives written acknowledgement from the Vendor, or, (b) Vendor delivers or performs for Tulmar Ridge and Tulmar Ridge accepts any of the items ordered by the date specified. In the event of conflict between the terms and conditions of this order and the Vendor’s written acceptance or purported acceptance, the terms and conditions of this order shall prevail. The Purchase Order constitutes the entire and sole agreement between the parties with respect to the subject matter of the Purchase Order and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the order.

2. VENDOR’S INVOICE, PACKING SLIPS, PACKING AND SHIPPING METHODS — Each invoice shall (a) be rendered separately for each delivery, (b) shall not cover more than 1 purchase order, (c) shall refer to the purchase order number under which it is issued, and (d) shall be rendered to Tulmar Ridge LLC, 745 Graves Street, PO Box 329, Clayton, NY, 13624. Payment is subject to any adjustment for any shortage or rejection of supplied goods or services. Freight and other charges shall be itemized and presented with appropriate justification. All packing slips shall reference the Purchase Order Number, line item number and Tulmar Ridge part number (where applicable) under which the goods were ordered. All items must be suitably packaged and prepared for shipment to secure lowest transportation rates and compliance with standard carrier regulations. The seller shall take reasonable means to ensure goods furnished are protected from oxidizing or other degradation. No charges will be paid by Tulmar Ridge for packing crating or cartage unless previously agreed in writing.

3. PROPERTY IN THE GOODS — Title in the goods supplied under this order shall vest in Tulmar Ridge upon delivery and acceptance by Tulmar Ridge. Title in all materials, parts, work-in-process and finished goods paid by advance or progress payment shall vest in and remain in Tulmar Ridge. Where title to any material, parts, work-in-progress or finished work becomes vested with Tulmar Ridge, the Vendor shall, upon Tulmar Ridge’s request establish to Tulmar Ridge Ridge’s satisfaction that the tile is free and clear of all claims, liens, attachments, charges or encumbrance.

4. QUANTITIES — Shipments must equal exact quantity ordered unless otherwise agreed.

5. DELIVERY — Vendor is required to confirm and commit to confirmed delivery dates. Delivery dates specified herein indicate when the goods are required at Tulmar Ridge Ridge’s facility. Tulmar Ridge has the right to cancel this order in its entirety or part thereof if the Vendor does not meet the specified dates, and to purchase substitute goods elsewhere and to charge the Vendor with any loss incurred.

6. ASSIGNMENT — The order shall not be assigned, in whole or in part, by the Vendor without prior consent in writing from Tulmar Ridge. Any purported assignment made without such consent is void and of no effect. No assignment of the order shall relieve the Vendor from any obligation under the order or impose any liability upon Tulmar Ridge, unless otherwise agreed to in writing by Tulmar Ridge.

7. WARRANTIES and REPRESENTATIONS — Vendor warrants that goods to be supplied hereunder (a) will be new, unused, free from defects in material, workmanship and fabrication, (b) will be in strict compliance with all drawings and specifications of this order, (c) are fit for the purpose designed and (d) meet all other requirements of the order, (e) that such warranties shall apply to Tulmar Ridge and to customers and users of Tulmar Ridge’s products and services; and that the price charged herein are in accordance with any applicable laws and regulations, and are as low as any net price now given by the Vendor to any other customer for like products or services. Further, Vendor warrants that it is duly authorized and entitled to sell the goods covered by this order and/or to provide the services contemplated therein. The warranty period shall be one year from date of acceptance of goods unless otherwise specified in the purchase order.

8. RIGHTS IN DATA — All plans, drawings, specifications and information furnished to the Vendor by Tulmar Ridge and any information derived there from (a) shall remain property of Tulmar Ridge, (b) shall be kept secret and confidential by the Vendor, (c) shall be returned to Tulmar Ridge upon completion of order unless agreed otherwise, (d) shall not be disclosed in any way to any other party without the prior written consent of Tulmar Ridge and (e) shall not be made use of by the Vendor in any way or manner whatsoever other than for supplying the items which are the subject of this order. The Vendor is bound by any and all Non-Disclosure Agreements signed prior to the placement of the order.

9. TULMAR RIDGE SUPPLIED PROPERTY — Title to any and all property furnished by Tulmar Ridge at no charge to the Vendor in connection with this order shall at all times vest in Tulmar Ridge, and Vendor assumes all liability for loss or damage or Vendor’s failure to return such property to Tulmar Ridge upon request.

10. AMENDMENTS — Tulmar Ridge may at any time amend the scope of this order by written notice. If any such changes cause a change in the cost or time required for delivery of this order, an equitable adjustment in the price or delivery schedule shall be made.

11. NOTICE — In the event that Vendor encounters difficulty in meeting the requirements of this order, including delivery, the Vendor shall immediately inform Tulmar Ridge in writing. This provision shall not relieve Vendor of the obligation to conform to the provisions of the order.

12. AVAILABILITY OF SPARES — If components under this order are no longer going to be manufactured by the Vendor, the Vendor shall either advise Tulmar Ridge by notice sufficiently in advance (one year if possible) to permit a final purchase of spares, or make satisfactory arrangements with a third party to establish a continuing source of spares.

13. SUSPENSION OF WORK — Tulmar Ridge has the right, by written notice, to order the Vendor, to suspend or stop all or part of the work under this Purchase Order for a period of up to ninety calendar days. The Vendor shall immediately comply with any such order in a manner that minimizes the cost of so doing. While such an order is in effect, the Vendor shall not remove any part of the work from any premises without prior written consent. Prior to expiration of such suspension, Tulmar Ridge may rescind the order or terminate the order. If any such suspension causes a change in the cost or time required for delivery of this order, an equitable adjustment in the price or delivery schedule shall be made.

14. TERMINATION FOR CONVENIENCE — Tulmar Ridge has the right to terminate this order prior to the acceptance, as noted in paragraph one, without penalty. Once the order has been accepted by Vendor, and Tulmar Ridge terminates the order, Tulmar Ridge will reimburse Vendor without duplication (a) all completed goods and services delivered under this order and not previously paid, (b) all partially completed goods or materials and work in process delivered under this order, the actual cost incurred by Vendor in

furnishing goods and apportionable under generally accepted accounting principles. In no event shall the aggregate of the amounts paid by Tulmar Ridge under this order, to the date of termination exceed the Purchase Order price.

15. DEFAULT BY CONTRACTOR — Whereas the Vendor is in default in carrying out any of its obligations under this purchase order, Tulmar Ridge may upon giving written notice to the Vendor, terminate for default (the whole or any part of the order at the expiration of ten (10) day (or longer period as Tulmar Ridge may authorize in writing) cure period specified in the notice if the Vendor has not cured the default to the satisfaction of Tulmar Ridge within that cure period. Upon such default, Tulmar Ridge may procure, upon such terms as it deems appropriate, goods or services similar to those in default, in which case Vendor shall continue performance of this order to the extent not terminated and shall be liable to Tulmar Ridge for any excess costs for such goods or services

16. SUCCESSORS AND ASSIGNS — The Order shall tenure to the benefit of, and shall be binding upon, the successors and permitted assignees of Tulmar Ridge.

17. NON-DISCLOSURE — All information received from Tulmar Ridge in any form including hardcopy, electronic and verbal shall be treated as Commercial In Confidence and shall not be used for purposes other than the work requested. Furthermore, the aforementioned information shall not be divulged in any form to any third party, nor shall it be copied either in whole or in part without the expressed written consent of Tulmar Ridge. All information shall be returned to Tulmar Ridge upon completion of the requested work.

18. QUALITY ASSURANCE

Certificate of Conformance/Compliance: Where requested on the PO, are required for all products or services supplied, and is a statement of being in compliance with all requirements detailed on applicable purchase orders, attachments and drawings. The C of C must reference the purchase order number, part number, drawing number, revision level, quantity as applicable and additional documentation specified on the purchase order. Tulmar Ridge reserves the right to request a review of all inspection results and/or test data necessary to support evidence of such compliance.

Source Inspection: Tulmar Ridge or Tulmar Ridge accompanied by Subcontractor and/or Tulmar Ridge’s Customer shall be entitled to reasonable access to inspect the goods covered by this order at any stage of production. Tulmar Ridge reserves the right to request all items under applicable Purchase Order be subject to inspection & test at your facility by our Quality Assurance personnel, prior to shipment. When requested you shall provide facilities, equipment and assistance as necessary to perform source inspection on the applicable PO as well as sufficient advanced notice of completion of contract, of not less than five (5) days to permit scheduling of source inspection.

Non-Conforming Material: Vendor shall not knowingly ship any product that does not conform to requirements. When discrepancies/non-conformances are known which will not affect form, fit or function, Vendor shall submit a Deviation Request to the attention of the Director of Quality prior to shipping any part/product/material. If a Deviation is requested after Tulmar Ridge has received the product, it shall be rejected and the shipment will be considered nonconforming thus affecting your Vendor rating. Vendor Corrective Action Requests (SCARs) when issued serve to communicate a non-conformance and to request corrective action such as to preclude recurrence. Prompt response to a SCAR is required—it affects your Vendor rating. Tulmar Ridge’s Quality Department shall follow-up on SCAR responses.

Final Acceptance: Final Acceptance of product procured under the applicable PO will be based upon Tulmar Ridge’s inspection at destination of shipment for conformance to all provisions of this PO. Tulmar Ridge reserves the right to refuse acceptance of goods which fail to conform to the requirements of this order. Vendor shall reimburse Tulmar Ridge for the cost of delivery of goods not accepted by Tulmar Ridge. Goods not accepted by Tulmar Ridge shall be returned to the Vendor at Vendors risk and expense.

Configuration Control: No change shall be made to materials, parts, design or manufacturing process of the articles purchased after approval of design and configuration without prior written approval.

19. TOOLING — Any tooling and development charges are a one-time charge, which includes maintenance and storage of the tooling at Vendor’s facility. Maintenance and storage must be to a suitable level to ensure the patterns are kept in production ready condition. All tooling developed under this Purchase Order shall become the property of Tulmar Ridge and will not be used for any purpose other than ordered by Tulmar Ridge without written permission from Tulmar Ridge. All such tooling may be required to be returned upon completion of this order within a reasonable time. Such property, and where practicable, each individual item thereof shall be plainly marked, tagged, or otherwise adequately identified by the Vendor as “Property of Tulmar Ridge LLC”.

20. INDEMNIFICATION — Vendor agrees to indemnify, defend and hold Tulmar Ridge, Tulmar Ridge’s customers, or anyone claiming through Tulmar Ridge’s customers harmless against any and all liabilities, costs and expenses (including attorney’s fees) and losses whatsoever incurred by Tulmar Ridge, Tulmar Ridge’s customers and anyone claiming through Tulmar Ridge as a result of any allegation grounded in breach of warranty, negligence, strict liability in tort or otherwise.

21. NAFTA RESPONSIBILITIES — A valid NAFTA Certificate is required for all goods eligible to the benefits of NAFTA. Vendor shall accept responsibility for the information provided on the NAFTA Certificate of Origin, letter or affidavits. By signing these documents, Vendor accepts responsibility that the information is complete and accurate. The Vendor also accepts any liabilities resulting from inaccurate data or failure to comply with NAFTA requirements. This liability shall extend to missing or inaccurate information on any Customs Invoices. Vendor shall be liable for any penalties incurred by Tulmar Ridge as a result of incomplete, inaccurate Export procedures on the Vendor’s part.

22. CUSTOMS REQUIREMENTS — Tulmar Ridge is a participant in the C-TPAT (Customs Trade Partnership against Terrorism) program. Tulmar Ridge requires for those business partners eligible for C-TPAT certification (vendors, carriers, etc.) documentation (e.g., C-TPAT certificate, SVI number, etc.) to determine if these business partners are C-TPAT certified. For those business partners not eligible for C-TPAT certification, please go to <http://www.customs.gov/xp/cgov/import/> site to inquire about certification.

23. GOVERNING LAWS — This order shall be construed, and the rights and obligations of Tulmar Ridge and Vendor shall be governed in all respects by the laws of the State of New York.