



Integrity - Commitment - Unity

Standard Terms and Conditions

Goods and services purchased by Buyer are expressly subject to the terms and conditions set forth below. Any different or additional terms and conditions in Seller's quote, invoice or other communications are objected to, shall not be binding on Buyer unless expressly agreed to in writing by Buyer. This order shall be the exclusive agreement between the parties, with no other express or implied agreements or representations, with respect to the subject matter hereof, upon Seller's written acknowledgement of, commencement of performance or shipment of goods which shall constitute complete acceptance of Buyer's terms and conditions.

PRICE: Prices specified in this order are not subject to increase unless expressly authorized by Buyer in writing. No charge will be allowed for packing, unless specifically itemized in this order. Unless otherwise provided, the price includes all applicable federal, state and local taxes in effect on the date of the order.

DELIVERY TERMS; RISK OF LOSS: Time is of the essence. If delivery is delayed beyond the specified delivery date by events or causes other than those enumerated in "Force Majeure," Buyer shall have the right to cancel the unfilled portion of this order without further obligation to Seller, and Buyer shall have the right to place the unfilled portion of the order with another supplier(s) without notice, and any consequential increase in cost to Buyer shall be paid by Seller. Unless otherwise stated, terms are F.O.B. the destination designated for delivery by Buyer on the face of the order. Supplier is responsible for control of Princeton Tool, Inc. and its customers' proprietary documents & controlled use. Title shall pass upon acceptance by Buyer pursuant to Section 2 above.

FORCE MAJEURE: Seller shall be excused for a delay of deliver of goods or services beyond the specified date only for causes beyond Seller's reasonable control such as restrictions imposed by any governmental regulation, embargoes, riots, storms, fire, accidents, war, act of terrorism, delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities. If any such delay continues for an unreasonable length of time, the unfilled portion of this order may be cancelled at Buyer's option and Buyer shall have no obligation with respect to the portion so cancelled.

WARRANTIES: Seller expressly warrants that the goods and/or services shall conform to all samples, specifications, drawings or other descriptions furnished by Buyer, shall be free from defects and of good material and workmanship, shall be merchantable and fit and sufficient for the use and purpose intended, shall conform to any and all warranties arising by usage of trade, course of dealing and course of performance, and, if of Seller's design, shall be free from defects in design. Such warranties shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance of or any payment for any goods and/or services, and shall extend to Buyer and its transferees, including without limitation its customers. Seller agrees to replace or correct promptly without expense to Buyer any items not conforming to the foregoing

requirements as soon as reasonably possible after notification by Buyer. In the event Seller fails to correct or replace goods or services in a timely manner, Buyer may correct or replace such items and charge Seller the cost thereof. Such warranties and remedies shall be in addition to, and shall not limit in any way, any other warranties and remedies given by Seller or arising by law.

TOOLING: If the price charged includes the cost of any tools, designs, patterns, dies, jigs, fixtures, special machines, drawings or the like ("Tools") acquired for the purpose of filling this order, such Tools shall be the exclusive property of Buyer and shall be disposed of as the Buyer shall direct. Supplier must maintain traceability of product & material throughout production. Tools supplied by Buyer shall be and remain the exclusive property of Buyer, shall be subject to removal at any time upon demand made by Buyer, without additional cost to Buyer, and shall not be used for the manufacture of any articles other than those expressly ordered by Buyer.

INFRINGEMENT: Seller shall indemnify, defend and hold harmless Buyer and Buyer's successors, assigns, affiliates, officers, employees, customers and agents against all loss, damages, expense (including attorneys' fees and costs), liability, claims, demands and actions, for actual or alleged infringement of any letters patent, trademarks, or other property rights, resulting from the sale or use of any goods related to this order, except those which have been specifically designed by Buyer.

INDEMNIFICATION: Seller agrees to indemnify, defend and hold harmless Buyer and Buyer's successors, assigns, directors, officers, employees and agents from and against any and all loss, damage, liability, cost or expense of whatever nature or cause (including attorneys' fees and costs) arising out of any act or omission by Seller, including without limitation defects in the design, manufacture or other attributes of items sold or work performed by Seller or its agents, including while upon the property of Buyer or work performed on Buyer's property while in the possession of Seller. The foregoing includes, without limitation, injury or damage to the person or property of Buyer, Seller or any third party, and their respective employees, agents, and independent contractors. It is the intention of the parties that no risk or liability is or shall be incurred by Buyer in issuing this purchase order. In no event shall buyer be liable to seller for any consequential, incidental or contingent damages of any kind, whether arising out of (a) third party claims against seller, or (b) breach of contract, tort, strict liability or other theories of law with respect to any undertakings, acts, or omissions relating, directly or indirectly, to this order.

APPLICABLE LAWS: All orders, sales and these terms and conditions shall be governed by the laws of the State of Ohio, excluding conflict of law provisions. Seller agrees that in the performance of this agreement it will comply with the requirements of all applicable federal, state and local statutes, rules, and regulations.

Supplier Quality Terms & Conditions Agreement:

As a supplier to Princeton Tool, it is understood that when accepting our purchase orders, your organization agrees to meet the following stipulations:

1. Where required on the Princeton Tool Purchase Orders, its suppliers must use Princeton Tool's customer-approved special process sources.
2. Princeton Tool is to be contacted (by the supplier) in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be as directed by Princeton Tool's Quality Manager.
3. Furthermore, the supplier is required to notify Princeton Tool of any changes to a product and/or process and to obtain approval from the Princeton Tool Quality Manager when applicable.
4. Princeton Tool, our customers, and regulatory authorities retain the right of access to all supplier facilities involved in the order and to all applicable records.
5. The AS9100 standard requires that all applicable customer/regulatory/AS9100 requirements for the supplier to flow-down to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However, Princeton Tool does not allow its aerospace suppliers to subcontract any product or process to a sub-tier supplier without Princeton Tool's expressed written consent.
6. Princeton Tool performs inspection activities to ensure that purchased product meets purchase requirements. They may include:
 - a. Receiving inspections (of supplier products / services / documents) may be / are performed by a designated employee. Supplier to verify the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications or by other means. When necessary, Princeton Tool may inspect or audit at the supplier's facility.
 - b. Furthermore, products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded (as appropriate). All special processes (anodizing, heat treat etc.) will require a Certificate of Conformity.
7. When appropriate, Princeton Tool may delegate the inspection authority to one of its approved suppliers. Princeton Tool will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and Princeton Tool will maintain a record of those approved to carry out such inspections.
8. When Princeton Tool or its customer intends to perform verification at the supplier's premises; Princeton Tool will first state the intended verification arrangements and the method of product release. This information will be communicated on the Princeton Tool Purchase Order or via another acceptable purchasing arrangement.

9. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), supplier will institute, at a minimum controls including the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as appropriate.

10. Princeton Tool expects 100% on time delivery. If the agreed upon delivery cannot be met, the appropriate Princeton Tool Purchasing Agent must be notified in advance.

11. Princeton Tool requires that products provided by Approved Suppliers be correct and free of defect per the supplied Purchase Order.

12. Princeton Tool may also require specific actions where timely and/or effective corrective actions to a supplier issue(s) are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from Princeton Tool's Approved Supplier List, and/or legal action.

13. Princeton Tool requires suppliers to retain records according to the table below:

Rotating Parts	30 Years
Non-Rotating Parts	10 Years
Medical	20 Years
All Others	7 Years

14. Princeton Tool requires suppliers to handle product appropriately to ensure product safety. Product must clear of foreign objects, clean, and free from defect.

15. Princeton Tool suppliers are expected, in all of their activities to maintain high ethical standards acting with integrity, trust, respect, and honesty. Additionally, suppliers are expected to operate in full compliance with applicable laws, rules, and regulations of the countries in which they operate.