

JENNINGS TECHNOLOGY COMPANY LLC TERMS AND CONDITIONS OF PURCHASE

1. The terms and conditions contained herein constitute the final and complete agreement between Jennings Technology Company LLC ("JTC") and the party from whom JTC purchases goods and/or services ("Seller"). JTC and Seller are collectively referred to herein as "the parties."

2. Seller's acknowledgement of any order or release, or commencement of performance constitutes Seller's unqualified acceptance of these terms and conditions. No modification of these terms and conditions and no term or condition stated by Seller in accepting or acknowledging any order or release shall be binding on the parties unless the term or condition has been specifically approved in writing by an authorized representative of JTC. These terms and conditions shall exclusively control the relationship of the parties, and JTC hereby gives Seller notice that it rejects all terms and conditions of Seller that are different from or additional to the terms and conditions contained herein. To the extent that any order or release may be treated as an acceptance of any prior offer by Seller, such acceptance is expressly made on the condition that Seller assents to these Terms and Conditions, and any performance by Seller shall constitute such assent. In no event will JTC's acceptance of goods or services constitute acceptance by JTC of Seller's terms or conditions.

3. JTC may provide Seller with forecasts or estimated volumes of its future anticipated purchases. Seller acknowledges that any such forecasts or estimated volumes are for informational purposes only and that forecasts and estimated volumes provided by JTC do not represent any commitment to purchase the forecasted or estimated amounts, or to purchase any amounts, unless specifically agreed in a written document signed by an authorized representative of JTC.

4. Time is of the essence. Delivery of any goods shall be made according to JTC's instructions on the face of the applicable order or release. In the absence of such instructions, delivery terms shall be F.O.B. JTC's facility, freight collect on JTC approved carriers for shipments from within the United States; or EXW (Incoterms 2010) Seller's facility loaded on JTC's carrier for international shipments. No boxing, packing or cartage charges will apply unless specifically stated on the face of the order or releases made under an order.

5. Unless otherwise stated on the face of any order or release issued by JTC, payment terms are net 60 days from the later of receipt of invoice or receipt of goods or services. Any cash discount period will apply from the date of actual receipt of the invoice.

6. Seller expressly warrants that all services, goods and materials furnished in response to any order or release will be free from defects in material and workmanship for a period of two (2) years from the date of delivery; will be of the quality, quantity, size, description and dimensions specified by JTC and will otherwise conform to JTC's specifications; and will be free from the claim of any third person by way of actual or alleged infringement of any patent, trademark, copyright, trade name, trade dress, trade secret, or any similar right. In addition to the warranties stated herein, goods purchased shall also be subject to any express warranties made by Seller or Seller's agents. Any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. All warranties shall survive inspection, acceptance and payment.

7. Seller agrees to indemnify and defend JTC, and hold JTC (and JTC's employees, officers, directors, affiliates, customers and any other person or entity selling or using JTC's products, collectively, the "JTC Indemnitees") harmless from any and all losses, claims, actions, costs, damages, demands, liability (whether statutory, civil or equitable), litigation and expense (including, but not limited to, any counsel, consultant or expert witness fees, and any expenses associated with any product recalls) arising out of, or in any way related to Seller's performance of any order or release, or the goods or services furnished to JTC by or on behalf of Seller, including any liability for personal injury, death or damage to property of any JTC Indemnitee or any third party. JTC may (but shall not be obligated to) participate in the defense of any action brought against JTC but defended by Seller.

8. Except to the extent that any design or mark is furnished by JTC, Seller agrees to indemnify and defend the JTC Indemnitees and to hold the JTC Indemnitees harmless from and against any losses, claims, actions, costs, damages, liability (whether statutory, civil or equitable), litigation and expenses (including, but not limited to, any counsel, consultant or expert witness fees) arising out of or that may be asserted or brought against them for any actual or alleged infringement of any patent, copyright, trademark, trade name, trade dress, trade secret, or any similar right, or by reason of the sale or use of the services, goods or materials furnished to JTC by or on behalf of Seller. Seller specifically agrees that it will pay all costs and damages recoverable in any such suit, claim, demand or action, and will reimburse JTC for all expenses in connection therewith.

9. All goods or materials delivered or work performed under any order or release are subject to inspection and rejection by JTC in its sole judgment. JTC may reject any damaged, defective or otherwise nonconforming goods, materials or work within sixty (60) days after receipt thereof, whether or not acceptance or payment has already taken place.

10. Without waiving any other right or remedy available to it, JTC may return any defective, damaged or otherwise nonconforming goods to Seller, such return to be at Seller's risk and expense. At its sole option, JTC shall be given credit at the invoice price for such returns; a cash refund at the invoice price; or replacement goods, but in no event shall such goods be replaced by Seller without written authorization from JTC.

11. Unless specified otherwise, all goods or materials delivered on any order or release must not be in excess of the quantity ordered. Any overshipment may be returned at Seller's risk and expense, or retained by JTC at no expense to JTC.

12. JTC reserves the right to cancel all or any part of any order not filled as specified or not delivered or otherwise performed within the time specified, without prejudice to its other rights, and Seller agrees that JTC may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver. Except as otherwise provided herein, any delay or failure by Seller to deliver goods or perform services will be excused only to the extent that such delay or failure is caused by an event or occurrence beyond Seller's reasonable control and without Seller's fault or negligence, such as, by way of example and not limitation, fires, floods, windstorms, explosions, riots, strikes (other than strikes by Seller's employees), natural disasters, and acts of war or terrorism. Upon notification of such an event, JTC may, at its option, cancel entirely, reschedule delivery of or suspend performance of such portions of the goods, materials or services not yet received by JTC.

13. JTC reserves the right to make changes to any order or release. If any such change causes a variation in the cost of, or the time required for, furnishing the goods, materials or services, an equitable adjustment shall be made in the price or delivery schedule, or both. Any claim for adjustment must be asserted within thirty (30) days after such change is ordered. Failure of the Seller to assert its claim within such time shall operate as a waiver and no adjustment will apply.

14. All drawings, models, formulae, samples, data, designs, specifications, inventions and technical information supplied by JTC ("JTC Information") shall remain JTC's property and shall be held in confidence by Seller. JTC Information shall not be reproduced, used or disclosed to others by Seller without JTC's prior written consent and shall be returned to JTC upon completion of performance or upon demand. Any information that Seller may disclose to JTC with respect to the design, manufacture, sale or use of the goods, materials or services furnished to JTC under any order or release shall be deemed to have been disclosed as part of the consideration, and Seller shall not assert any claim against JTC arising out of JTC's use thereof. The purchase price is full consideration for any design work performed by Seller in connection with any order or release and incorporated in the articles to be delivered thereunder.

15. Unless JTC's written consent is first obtained, Seller shall not in any manner advertise, publish or release for publication any statement mentioning JTC or any affiliate of JTC, or the fact that Seller has furnished or contracted to furnish any goods or services to JTC.

16. JTC shall retain title to all patterns, dies, models, molds, tools, special appliances and other materials furnished by or paid for by JTC ("JTC's Property"). Seller shall ensure that JTC's Property is identified as such (by tagging, marking, etc.) while in Seller's possession. Seller shall bear the risk of loss JTC's Property in its possession, and Seller shall, at JTC's option, replace or pay to JTC the replacement value of any of JTC's Property that is lost, damaged or destroyed while in the custody or possession of Seller. JTC's Property shall be used only for the production of goods for or the provision of services to JTC. JTC's Property shall be subject to disposition by JTC at any time, and shall be returned to JTC upon the completion of Seller's performance, to include any materials furnished by JTC and any spoiled or defective materials or products which may contain any secret, proprietary, or patented device.

17. Seller shall not assign or subcontract any portion of any order or release without first obtaining the written permission of JTC.

18. Seller will provide with each shipment of goods a detailed packing list and a certificate of origin. In the case of goods that originate in the U.S. and its territories, Canada, or Mexico, Seller shall provide JTC

with a properly executed NAFTA Certificate of Origin. In the event that any shipment to JTC crosses any international border, regardless of mode of transportation, Seller shall provide to JTC or JTC's agent (customs broker) a commercial invoice, a wood packaging material statement and a copy of the carrier's bill of lading (ocean bill of lading, air waybill or other appropriate document). Seller shall provide JTC or JTC's agent any additional documentation as reasonably necessary to comply with import or export regulations.

18. Prior to shipping or providing goods, materials or services to JTC, Seller shall provide to JTC a written statement describing any Hazardous Materials contained within said goods, materials or services. "Hazardous Materials" means any item which is regulated under any federal or state law or regulation as a hazardous material or hazardous substance. The statement to be provided by Seller to JTC shall describe the Hazardous Material in sufficient detail to allow the JTC to properly and safely handle and dispose of the Hazardous Material in accordance with any applicable federal or state law or regulation. If any article shipped to JTC is regulated by O.S.H.A. standard 29 CFR 1910: 1200 (Hazard Communications Std.), Seller will supply a Material Safety Data Sheet on the initial shipment of the product to a JTC facility, and an updated MSDS each time there is any change in the article.

19. Seller shall not modify the performance, design, shape, form, color, composition or chemical formulation of any goods or materials ordered by JTC without prior written notification to JTC of any such modification. Upon receipt of such notification, JTC shall have the right, at its sole option, to either accept such modification or cancel all or any part of this order.

20. JTC shall have the right to at any time set-off any amount owing by Seller to JTC or any of its affiliates against any amount due and owing to Seller on this order.

21. Seller represents and warrants that Seller's performance of each order or release will be in strict conformance with all applicable federal, state and local laws, statutes, ordinances and regulations, including, but not limited to, the standards promulgated under the Occupational Safety and Health Act, as amended; Executive Order Nos. 11246, 11625, 11701, 11758 and 12138; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; the Veteran's Compensation, Education and Employment Amendments of 1982; the E-Verify program as authorized by Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended (8 U.S.C. §1324a note); and the rules, regulations, and relevant orders of the Secretary of Labor pertaining to said Executive Orders, including, but not limited to, all provisions of Chapter 60 of Title 41 of the Code of Federal Regulations which are incorporated herein by reference as if set forth verbatim and are made an express part of these Terms and Conditions.

22. Seller covenants that all goods, materials and work to be furnished by Seller were or will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended. The following statement is incorporated by reference in all invoices hereinafter rendered by Seller to JTC, whether or not specifically stated in each invoice:

"We hereby certify that all goods, materials and work covered by this invoice were produced in compliance with the requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended from time to time, and with the regulations and orders of the United States Department of Labor issued under Section 14, as amended from time to time."

Further, Seller will not provide any goods or services to JTC that have been produced through the use of forced labor in any form, including, but not limited to, mental or physical coercion, physical punishment, slavery, human trafficking or other oppressive labor conditions.

23. Seller will disclose to JTC whether any goods or materials purchased by JTC contain any minerals or their derivatives that the US Secretary of State has determined are financing conflict in the Democratic Republic of the Congo and adjoining countries, including, but not limited to, cassiterite, columbite-tantalite (coltan), gold, wolframite, tin, tantalum and tungsten mined in or obtained from such countries.

24. Seller shall at all times maintain the following types of insurance in the following minimum amounts:

A. Worker's Compensation: Statutory Limits.

B. Commercial General Liability, including Premises and Operations, Products-Completed Operations and Contractual Liability coverage: \$2,000,000 per occurrence.

C. Automobile Liability-Bodily Injury and Property Damage: \$1,000,000 per occurrence.

Seller's worker's compensation coverage shall include a waiver of rights of subrogation against JTC. and naming JTC as an additional insured under the above Seller's Commercial General Liability and Automobile Liability policies shall include the JTC Indemnitees as additional insureds. Seller will furnish to JTC upon request a Certificate of Insurance evidencing that the Seller has the above insurance in full force and effect. JTC reserves the right to require Seller to obtain additional types of insurance coverage and/or higher coverage limits where JTC, in its sole discretion, deems such higher limits or additional coverages to be appropriate.

25. Seller's relationship to JTC is solely that of an independent contractor. Seller shall be responsible for all costs and expenses associated with and incident to performance of its obligations to JTC. Seller shall not have the express or implied authority to bind JTC in any manner.

26. Seller shall be solely responsible for filing appropriate federal, state and local tax forms and the payment of all taxes or fees due with respect to Seller's receipt of payment from JTC. JTC shall have no responsibility to pay or withhold from any payments to Seller any federal, state or local taxes or fees.

27. Seller warrants that it will not, directly or indirectly, and that it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of JTC and its affiliates or any other party in a manner contrary to applicable laws (including but not limited to, the U.S. Foreign Corrupt Practices Act and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing herein shall render JTC or its affiliates liable to reimburse Seller for any such consideration given or promised. Seller's material violation of any of the obligations contained in this paragraph may be considered by JTC to be a material breach of these Terms and Conditions and shall entitle JTC to terminate all transactions with Seller with immediate effect and without prejudice to any further right or remedies on the part of JTC under these Terms and Conditions or applicable law. Seller shall indemnify JTC and its affiliates for all liabilities, damages, costs or expenses incurred as a result of any such violation of this paragraph.

28. Seller acknowledges and confirms that it has received a copy of ABB's Code of Conduct and the ABB Supplier Code of Conduct or has been provided information on how to access such Codes of Conduct online. Seller agrees to perform its contractual obligations under this Agreement with substantially similar standards of ethical behavior. ABB has established the following reporting channels where Seller and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity

Telephone: + 41 43 317 33 67

E-mail: ethics.contact@ch.abb.com

Mail: ABB Ltd, Legal & Integrity, Affolternstrasse 44, 8050 Zurich, Switzerland

29. In no event will JTC be liable to Seller for any incidental, indirect, special, consequential or punitive damages (to include lost revenues or profits, whether or not JTC was advised of the possibility of such damages) arising out of any order or release issued by JTC.

30. The validity, construction and interpretation of JTC's orders and releases; the sale of goods by Seller to JTC; the performance of any services by Seller for JTC; the transaction of business between Seller and JTC; the rights and duties of the parties with respect to such sale, performance and/or transaction of business; and any disputes arising out of the foregoing shall be governed by and construed under the laws of the State of California, U.S.A. without regard to its conflicts of law rules and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

31. JTC may at any time insist upon strict compliance with these Terms and Conditions, notwithstanding any previous custom, practice or course of dealing to the contrary. Any remedy provided herein shall be cumulative and additional to other remedies that may be available to JTC under law or equity. Neither failure nor delay on the part of JTC to assert any right or remedy hereunder or to insist upon strict performance of any provision hereof shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any such right or remedy preclude any other of further exercise or the exercise of any other right or remedy.

32. In the event that any provision of these Terms and Conditions shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall survive in full force and effect and shall not in any way be affected or impaired thereby.