Terms and Conditions of Purchase
Groeneveld Group

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1. AGREEMENT
By acceptance of the order, Supplier agrees to the terms and conditions contained herein and incorporated herein by reference. Neither the signature nor the adoption of any partial agreement shall create the entire agreement between the parties. Groeneveld rejects any additional and inconsistent terms and conditions offered by Supplier. Supplier shall comply with Groeneveld's acceptance of or payment for Supplier's items or services. An order shall be deemed accepted upon the return of the acknowledgment copy of that order or the commencement of performance by Supplier. These terms and conditions constitute the entire agreement between the parties, and no change or modification of an order shall be binding upon Groeneveld unless signed by an authorized representative of Groeneveld at Groeneveld's place of business issuing the order.

2. PRICES
Unless otherwise provided on the face of an order, the prices appearing herein include all packaging, crating and federal, state, provincial and local taxes. Supplier warrants (unless otherwise specifically stated on the face of an order) that none of the items furnished under the order are government or commercial surplus, used, remanufactured or reconditioned or of such age or so substantially amortized in the price of the items purchased that none of the items furnished hereunder without advance notification to and approval of Groeneveld.

4. DRAWINGS / DATA
Unless otherwise specified on the face of a purchase order, Supplier shall ship products using Groeneveld's preferred carrier. Supplier shall, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered. Unless otherwise specified on the face at an order, no variation in the quantity is authorized for shipment. Any quantity variance shall, at Groeneveld's option, be accepted by Groeneveld at no additional charge for such variance unless otherwise agreed in an order or returned to Supplier at Supplier's expense.

5. CHANGES
Groeneveld may at any time by a written order, make changes in any one or more of the following: (i) drawings, designs or specifications where the items to be furnished are to be specifically manufactured for Groeneveld in accordance herewith, (ii) method of shipment or packing, (iii) place or time of inspection, delivery or acceptance. If any such change causes an increase or decrease in the cost of or time required for the performance of an order, an equitable adjustment shall be made in the price or delivery schedule under the order. No claim by Supplier for any such changes shall be allowed unless in writing (setting forth the proposed adjustment amount and the facts giving rise to the change) at least 30 days from the date notice of any such change is received by Supplier. Nothing in this clause shall excuse Supplier from proceeding with performance at an order as changed. During the performance of an order, Supplier shall not make any changes in the design of the items to be furnished by Supplier hereunder without advance notification to and approval of Groeneveld.

6. DELIVERIES / SHIPMENTS
Unless otherwise specified on the face of a purchase order, Supplier's Suppliers and Supplier shall provide, without additional charge for such overage unless otherwise agreed in an order or delivering of services by installments shall not be construed as rendering of services by installments. No items shall be furnished by Supplier hereunder without advance notification to and approval of Groeneveld.

7. INSPECTION / QUALITY CONTROL
All drawings, data, designs, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of Groeneveld in connection with the performance of an order which is occasioned by Groeneveld, Groeneveld shall be and remain the property of Groeneveld. Supplier shall not use or disclose such information except in the performance of orders for Groeneveld and upon Groeneveld's request such information and all copies thereof shall immediately be returned to Groeneveld. Where such information is required by Groeneveld for procurement of supplies by Supplier for use in the performance of Groeneveld's order, Groeneveld shall be the owner of this provision in any purchase order or subcontract hereunder and inform Groeneveld accordingly.

10. TERMINATION
Groeneveld may terminate an order in whole or in part at any time or stop all or any part of the work under this order for a period of time necessary to correct any defects, and if such defects cannot be corrected as aforesaid, Groeneveld may repair them or have them repaired at the expense of Supplier, and Supplier shall promptly upon demand of Groeneveld, repair or make good such defects, and Supplier shall in no event be entitled to any equitable adjustment. Supplier shall return free of charge to Groeneveld all drawings, specifications, and other descriptions furnished or specified by Groeneveld, and to the extent such items are not of a detailed design furnished by Groeneveld, shall be furnished, marketable, suitable, for the intended purposes and free from all other defects, including defects in design. In the event Supplier is required to repair or correct any component of any product pursuant to a breach of the warranty the running of the warranty period for the term of which the defective component is a part shall be suspended from the date Supplier receives notice of the breach of warranty until the date the component is repaired or corrected. For any item provided hereunder that is neither manufactured by nor bears Supplier's name or part number, and Supplier notes a manufacturer's warranty and such warranty shall pass through to Groeneveld in accordance with Groeneveld's approval of Supplier's sample. First articles shall not be construed as a waiver by Groeneveld of any requirement of the drawings, specifications and/or other referenced descriptions applicable hereto or of any express or implied warranty.

9. BREACH OF WARRANTY
In the event of Supplier's delivery of defective or nonconforming items (including labor related to services) or Supplier's breach of warranty, Groeneveld may at its election and in addition to any other rights or remedies it may have at law or equity or under this order, recover from Supplier, and in addition to any other costs of removing such products from premises, the cost of any such labor, charges for any service rendered to Supplier hereunder which such items have been incorporated and any additional costs of reinstallation, reinspection and testing and (i) return the items at Supplier's risk and expense and recover from Supplier the price paid therefor and, if elected by Groeneveld, purchase or manufacture similar items and recover from Supplier the cost and expenses therefor; (ii) accept or retain the items and equitably reduce their price, or (iii) require Supplier, at its election, to repair, replace or correct such defective items. Supplier shall promptly replace or correct such items as directed by Groeneveld. Groeneveld may repair them or have them repaired at Supplier's expense.

12. IP RIGHTS / INDEMNITY
Supplier shall indemnify Groeneveld from any and all damages and costs finally awarded for infringement of any patent, trademark or copyright in any suit by reason of the sale or use of any product sold to Groeneveld hereunder where Supplier is an infringer or an alleged infringer of any patent or trademark. Supplier shall be reasonable expenses incurred by Groeneveld in defense of such suit if Supplier does not undertake the defense thereof provided, that Supplier shall promptly notify of any such suit and Supplier's refusal to bear reasonable costs furnished by Groeneveld's approval of Supplier's offer. If Supplier receives notice of the breach of warranty until the date the component is repaired or corrected. For any item provided hereunder that is neither manufactured by nor bears Supplier's name or part number, and Supplier notes a manufacturer's warranty and such warranty shall pass through to Groeneveld in accordance with Groeneveld's approval of Supplier's sample. First articles shall not be construed as a waiver by Groeneveld of any requirement of the drawings, specifications and/or other referenced descriptions applicable hereto or of any express or implied warranty.
14. COMPLIANCE
Supplier shall comply with all applicable federal, state, provincial
and local laws, executive orders, rules and regulations during
performance of an order. Supplier agrees to indemnify and
hold Groeneveld and its customers harmless from and against
any loss, damage and expenses sustained because of Supplier's
noncompliance with any applicable law.

15. CODE OF CONDUCT
Supplier agrees to comply during performance of an order with the
content of the Groeneveld Code of Conduct. The applicable version
is available on and accessible through the Groeneveld corporate
website (http://www.groeneveld-group.com).

16. ASSIGNMENT / SUBCONTRACTING
Any assignment of an order or the work to be performed, in whole
or in part, or of any other interest hereunder, without Groeneveld's
written consent shall be void.

17. REMEDIES
The rights and remedies of Groeneveld set forth herein shall be
in addition to any other rights and remedies provided in law or
equity and the failure or delay by Groeneveld to exercise any rights
or remedies hereunder shall not operate as a waiver thereof, or
preclude the exercise of any other rights or remedies.

18. DISPUTES / CHOICE OF LAW
Except as otherwise specifically provided in an order, any dispute
arising under an order shall be resolved amicably through
discussions between Groeneveld and Supplier attempting in good
faith to negotiate a resolution thereof; provided, however, that
either Groeneveld or Supplier may seek injunctive relief from a
court of proper jurisdiction where appropriate. In order to avoid
the ongoing status quo while this procedure is being followed, if
the parties fail to resolve any dispute arising under this order within
a period of fourteen (14) days, either party may seek mediation.
If mediation is agreed upon, the parties will appoint a mutually
acceptable mediator seeking assistance in such regard. If the
parties are not successful in resolving the dispute through good
faith negotiations or mediation, the dispute shall be resolved by
the competent court of law in Milan (Italy). The United Nations
Convention for the International Sale of Goods is expressly excluded.

19. CONFIDENTIALITY
Except as otherwise specifically agreed, all Confidential Information
disclosed by Groeneveld to the Supplier shall be Groeneveld's
property and shall be held in confidence by Supplier and used solely
for the performance of an order. For purposes of a Purchase Order,
“Confidential Information” means all information of Groeneveld, in
whatever form transmitted, relating to business plans, operations,
training, systems and products, whether currently manufactured
or in development which is identified as being confidential or
proprietary in nature or is obviously confidential or proprietary by
its nature or would give or increase the advantage of Groeneveld
competitors over Groeneveld or diminish Groeneveld advantage
over its competitors.

Supplier shall take all reasonable precautions (a) to disclose
such information within Suppliers organization only to those
employees and agents who have a need to know in order to fulfill
Supplier’s obligations hereunder and who have agreed to keep the
information confidential, and (b) to prevent any such information
from being divulged to third persons not employed by Supplier,
including having recipients acknowledge the confidential status
of such information and agreeing to similar restrictions. This
obligation of confidence shall survive termination of this order and
will continue for an indefinitive period of time.

20. RELEASE OF INFORMATION
Supplier shall not, without the prior consent of Groeneveld, make
any release of information concerning an order (other than to
Supplier's employees and subcontractors which is required for the
performance of their duties) or use the name of Groeneveld in any
advertising or publicity.

21. WAIVER
Anything herein notwithstanding, in no event shall Groeneveld be
liable to the Supplier for special, indirect, incidental or consequential
damages, including commercial loss, loss of use, or lost profits, even
if Groeneveld has been advised of the possibility of such damages.

22. INDEMNITY IMPORT / EXPORT
Supplier acknowledges that Groeneveld is required to comply
with applicable export laws and regulations relating to the sale,
exportation, transfer, assignment, disposal and usage of the Work or
Equipment or Services provided under a Purchase Order, including
any export license requirements.

SUPPLIER AGREES TO INDEMNIFY AND HOLD GROENEVELD
HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES,
SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH
APPLICABLE EXPORT LAWS AND REGULATIONS.

23. SEVERABILITY
A finding that any provision of these Terms and Conditions of
Purchase is invalid or unenforceable in any jurisdiction will not
affect the validity or enforceability of any other provision of these
Terms and Conditions of Purchase or the validity or enforceability of
that provision in any other jurisdiction.