

## 1 ACCEPTANCE

This purchase order and these terms shall be deemed accepted unless rejected within three (3) days of receipt in writing by return e-mail or fax. This contract is binding; there is no agreement or understanding other than as stated or referred to in this purchase order.

The term and conditions as stated in this order govern in event of conflict with any terms of Seller's proposal, and are not subject to change by reason of any written or verbal statements by Seller or by any terms stated in Seller's acknowledgment.

## 2 AUTHORIZATION

This purchase order, signed by our authorized representative, constitutes a full and complete order for the materials herein specified. Hamilton Company will not be responsible for any goods delivered without a purchase order.

## 3 WARRANTY OF MERCHANTABILITY

Seller warrants all items covered by this purchase order to be free from defects in workmanship and materials, to conform strictly to applicable specifications and drawings, and to be fit for the purpose for which purchased.

Seller warrants that products referred to in this purchase order are manufactured and sold in compliance with all relevant federal, state and local laws and all pertinent federal agency regulations.

## 4 CANCELLATION

Hamilton Company reserves the right to reject or cancel all or part of this order if material or shipment is not in accordance with the terms, conditions, price, delivery, or specifications detailed in this purchase order. Hamilton Company's rejection or cancellation is final and binding without recourse on part of Seller.

Hamilton Company reserves the right to cancel this purchase order without cause at any time prior to completion by giving written notice of such cancellation to the Seller. In this event, Hamilton Company will pay for the acceptable portion of this purchase order delivered prior to such cancellation, but shall not be liable for any expenses incurred or work performed after such notice of cancellation.

This purchase order and sale transaction shall be interpreted under the law of the State of Nevada and any suit arising hereunder must be brought in the District Court of Washoe County, Nevada.

## 5 PRICING

If price is omitted on purchase order, except where order is given in acceptance of quoted prices, it is agreed that Seller's price will be the lowest prevailing market price. In no event, is this purchase order to be filled at higher prices than last previously quoted or charged without Hamilton Company's consent.

## 6 PACKING AND SHIPPING

No charges will be allowed for boxing, wrapping, or cartage except as specified in this purchase order. FOB point is as denoted on the purchase order. This purchase order number shall be denoted on the outside of each container, on the packing list, and on all invoices.

## 7 CONFIDENTIALITY

Drawings, data, design, and all technical information supplied by Hamilton Company in relation to this purchase order may not be reproduced or disclosed by Seller without Hamilton Company's written consent. All such data shall maintain Hamilton Company's property and information supplied by the Seller with respect to design, manufacture, sale or use of the items covered by this purchase order shall be held in confidence by the Seller. Seller shall not in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Hamilton Company with the articles pertinent to the purchase order. No details connected with this purchase order shall be mentioned or disclosed to any third party except as noted on the purchase order or as may be required to perform this purchase order.

Seller agrees that any designs, tools, patterns, drawings, or equipment paid for or furnished by the Hamilton Company will be used only in production of articles called for on the purchase order and that upon completion or termination of this order, all such items furnished shall be returned to Hamilton Company upon request without penalty.

## 8 INDEMNIFICATION AND INSURANCE

Seller shall maintain public liability, property damage, and workmen's compensation insurance to protect Hamilton Company from any risk associated with Seller's agents, employees or subcontractors connected with the performance of this purchase order.

Seller warrants that goods or services supplied by this purchase order do not infringe upon any patent rights of others and Seller indemnifies and holds Hamilton Company harmless from any damage and costs resulting from any claims of infringement.

## 9 SUBCONTRACTED SERVICES

Seller acknowledges that work performed at Hamilton Company will be conducted in full accordance with all provisions and regulations indicated in 29 CFR part 1910-Occupational Safety and Health Standards, and with all applicable federal, state, county and municipal regulations and codes.

The parties hereby incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to subpart A, if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualifies individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.