



Total Thermal Solutions™

55 DRAGON COURT, WOBURN, MASS. 01801 • TEL (781) 933-7300 • FAX (781) 935-4529

PURCHASE ORDER

PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES & DOCUMENTATION.	
PURCHASE ORDER	CHANGE ORDER

(SAME UNLESS OTHERWISE NOTED BELOW)

TO SHIP TO

ORDER DATE 0/00/00	SHIP VIA	NOTIFY	GOVT. CONTRACT/PRIORITY
TAX (EXEMPT 3000-014-732) <input type="checkbox"/> YES <input type="checkbox"/> NO	TERMS		F.O.B.

LINE	QUANTITY	U/M	DESCRIPTION	DATE REQUIRED	UNIT PRICE	AMOUNT
<p>All military specifications, industry standards or relevant technical data referenced in Lytron drawings or purchase orders shall be processed to the latest revision at the inception of purchase order and identified on supplier certificates. Lytron suppliers shall verify latest specification revisions during contract review at an independent resource such as: http://global.ihs.com. If a Lytron customer specification is referenced please contact Lytron for the latest revision.</p>						
Total Tax						.00
Purchase Order Total						.00

IMPORTANT INSTRUCTIONS
<p>1. THE DATE REQUIRED FIELD ON THE PURCHASE ORDER LINE IS THE DUE DATE ON LYTRON'S DOCK. ANY MATERIAL AND/OR SERVICES DELIVERED PRIOR TO 7 DAYS BEFORE THE DUE DATE WILL BE REFUSED.</p> <p>2. LYTRON INC. AS BUYER, HEREBY AGREES TO PURCHASE AND RECEIVE AND SELLER AGREES TO DELIVER THE MATERIAL OR SERVICES SPECIFIED. SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS ORDER.</p> <p>3. SUPPLIERS SHOULD REFER TO THE LYTRON WEBSITE TO FIND A COMPLETE LIST OF TERMS AND CONDITIONS THAT APPLY TO THIS PURCHASE ORDER. THEY CAN BE FOUND AT WWW.LYTRON.COM. CLICK ON THE SUPPLIERS TAB.</p>

LYTRON INCORPORATED
<hr/> <i>Buyer</i>

Conditions of Purchase Order

1. **ACCEPTANCE OF CONTRACT: BINDING TERMS.** This order becomes a contract subject to the terms and conditions set forth herein when accepted by acknowledgement of commencement of performance by Seller. Acceptance is limited to these terms and conditions and no addition to or change in the terms and conditions hereof shall be valid or binding on the parties unless agreed to in writing by Buyer. The failure of Buyer to actively reject, either orally or in writing, any additional conflicting or contradictory terms contained in any subsequent document or communication between Buyer and Seller relating to the transactions referred to in this order shall not constitute an assent to such terms and conditions.
2. **MODIFICATION OF ORDER.** Buyer shall have the right to cancel this order at any time prior to delivery and shall not be responsible for any costs or losses incurred by Seller as a result of cancellation, unless specifically agreed to in writing by Buyer. Buyer shall have the right to suspend this order or change any of the specifications hereof at any time prior to delivery; in the event of any such suspension or change, Buyer shall not be responsible for any increase in price or extra expenses incurred by Seller as a result of such suspension or change, unless specifically and previously agreed to in writing by Buyer.
3. **INSPECTION ACCEPTANCE REJECTION OF GOODS.** All of the goods will be subject to inspection and tests by Buyer at all reasonable times and places prior to acceptance. Final inspection shall be at Buyer's premises unless otherwise agreed to in writing. Acceptance of the goods shall take place at the time when such goods have been delivered to Buyer and have passed Buyer's inspection and tests, for which a reasonable time, but not less than ninety (90) days after delivery will be permitted. Any of the goods which do not conform to the requirements of Buyer may be rejected and returned to Seller at Seller's risk and at Seller's expense for reimbursement, credit, replacement or correction or may, at the option of Buyer, be accepted and the cost of correcting any defect in product, material or workmanship, or of conforming such goods to requirements of this order shall be deducted from the price of such goods by Buyer.
4. **PRICES.** Seller warrants that the prices for the goods are not higher than the prices for such goods last quoted or charged to Buyer unless otherwise agreed in writing and that such prices are not less favorable than those extended to any other customer for the same or like articles in equal or less quantities. In the event that Seller establishes or offers a lower price for the sale of such article in such quantities, either generally or for any one sale to any other customer, from the date of acceptance of this order to the date the goods are delivered to Buyer, Seller agrees to reduce the prices hereof correspondingly.
5. **TAXES.** Except as may be otherwise provided on the face hereof or agreed by Buyer in writing, the contract price includes all applicable Federal, State and Local taxes in effect on the date hereof. In case of new taxes or increased rates or the repeal of taxes or the reduction of rates, the price of the goods shall be adjusted according; provided that, in the event of new or increased taxes, Buyer must be notified immediately and shall have the right to cancel this order.
6. **PACKING REQUIREMENTS.** Goods must be prepared for shipment in accordance with the packing requirements of consolidated freight classification, exceptions to the classification, or the tariff naming rate in effect on date of shipment. The Seller agrees to assume and pay all extra expense accruing on account of improper packing. Any transportation charges to which Seller is entitled should be added to Seller's invoice and supported by receipted freight bills. Such charges must show weight and rate. No charges will be allowed for containers, crating, boxing, bundling or dunnage, unless stated herein.
7. **BILLING, MARKING AND ROUTING.** Seller agrees to comply with Buyer's billing and routing instructions shown on the face hereof or otherwise communicated by Buyer. When goods are received improperly marked or routed and the Buyer is put to extra expense to deliver such goods to the proper destination. Seller agrees to assume and pay such extra expense. **ALL CONTAINERS MUST BE PLAINLY MARKED WITH THE "SHIP TO" LOCATION AS IT APPEARS ON THE PURCHASE ORDER.**

8. **RELEASE AUTHORIZATIONS.** In the absence of quantities, delivery dates and destination being specified herein, the following conditions shall be operative. The quantity of goods released may be shipped only within the period and in accordance with the instructions specified in a schedule and release to be furnished to Seller.
9. **TITLE, RISK OF LOSS.** Except as may otherwise expressly provided herein, title to and the risk of loss on the goods shipped by Seller to Buyer shall not pass to Buyer until Buyer's inspection and acceptance of such goods at Buyer's place of business.
10. **REMEDIES; WARRANTIES.** Buyer shall have the right to all Buyer's remedies and Seller's warranties to the fullest extent provided under the Uniform Commercial Code in effect in the state of governing law. Seller specifically warrants that the goods shall meet all of Buyer's requirements, shall conform in all respects to Buyer's specification and shall be merchantable, fit for the particular purpose intended by Buyer, and free from defect of any kind in material and workmanship. All remedies and warranties shall survive inspection test, acceptance and payment.
11. **INDEMNIFICATION FOR CLAIMS.** Seller shall indemnify and hold buyer harmless against all claims, losses and costs, including, without limitation, attorney's fees and expressly including consequential damages incurred in connection with claims of injuries to persons or damage to property based (whether connected with Buyer or third parties) upon or arising out of, in whole or in part, directly or indirectly, any defect in or hazard presented by the goods or any negligence on the part of the Seller, its agents, employees and subcontractors.
12. **INDEMNIFICATION FOR CERTAIN EXPENSES.** Seller agrees to indemnify and hold harmless Buyer, its successors and assigns, against any and all claims, liabilities, costs and expenses (including, but not limited to, court costs, attorneys' fees, inspectors' fees and cost of testing) incurred by Buyer in connection with any recall, inspection, testing, replacement or correction of the goods or any parts or equipment in which the goods are incorporated, when such recall, inspection, test, replacement or correction results from or is related to, in whole or in part, any defect or unsatisfactory performance of any of the goods or efforts to discover same, whether required by governmental authority or otherwise.
13. **BREACH; DAMAGES.** If Seller breaches any of the terms and conditions hereof, including warranties, Buyer may, regardless of whether any or all of the goods have been accepted, cancel this order in whole or in part, at Buyer's option, and obtain the cancelled goods from another source; Seller shall be liable to Buyer for any increased costs incurred as a result. Upon such cancellation, Seller shall immediately return to Buyer any price paid for the goods cancelled. In any event, Seller shall be liable for all damages suffered by Buyer in connection with such breach, including consequential damages reasonably foreseeable by Seller of which Seller was apprised by Buyer.
14. **LIABILITY FOR INJURY.** If Seller is required by the terms of this purchase order to perform any work on Buyer's premises, Seller agrees that Seller shall be responsible for any damages or injuries to persons or property, including Buyer's employees and property, that occur as a result of fault or negligence of Seller, its agents, servants, or employees in connection with the performance of such work, and that Seller shall save harmless and indemnify Buyer from and against any Liability for such damages or injuries. Before commencing such work Seller shall furnish to Buyer a certificate of insurance showing that Seller carries adequate public liability and property damage insurance and Workmen's Compensation insurance for evidence of authority to self insure.
15. **PATENTS.** Seller warrants that the goods and the sale or use of them will nor infringe upon any U.S. or foreign patent, and Seller agrees to defend, protect, indemnify, and hold harmless Buyer its successors, assigns, customers, and users of its products against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any patent by reason of the possession, sale or sue of goods, and from court costs and attorneys' fees arising connection with the defense of such suits or claims.

16. **ASSIGNMENT; RIGHT OF SET OFF.** Seller shall not assign nor delegate any right or duties under this purchase order without the prior written consent of Buyer; any such attempted assignment or delegation shall be voidable, at the option of Buyer. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any set-off or counterclaim arising out of this or any other transaction between the parties hereto, regardless of when such set-off or counterclaim arose and whether it arose before or after any assignment by Seller.
17. **COMPLIANCE WITH LAWS.** Seller shall, in the performance of work under this order, fully comply with all applicable Federal, State and Local laws and regulations; Seller warrants compliance with such laws and regulations, and shall indemnify and hold Buyer harmless from any cost, loss, expense or liability, including, without limitation, attorneys' fees resulting from the failure of Seller to comply with the same.
18. **CONFLICT MINERALS.** Lytron is committed to ethical business conduct and the responsible sourcing of materials through our global supply chain. In 2012 the Securities and Exchange Commission (SEC) issued final rules implementing the Conflict Minerals disclosure provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Under these rules, publicly traded companies must report annually their use of conflict minerals (tantalum, tin, tungsten and gold) from the Democratic Republic of Congo or certain adjoining countries. Conflict minerals from this region may be mined and sold to finance civil violence. These minerals, which are commonly used in electronics and other products, can make their way into various supply chains. Lytron, as a privately held company, shares the concerns regarding conflict minerals that finance or benefit armed groups in the DRC or adjoining countries. We are asking for the support of all of our suppliers to ensure compliance with the Conflict Minerals rules and requirements. When it is discovered that conflict minerals from the DRC region have entered into the supply chain, every effort should be made to find alternate sources of supply.
19. **COUNTERFEIT PARTS PREVENTION.** Seller represents and warrants that only new and authentic materials are used in products required to be delivered to Lytron inc. and/or its customers as directed and that the products(s) delivered contain no counterfeit parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Lytron, Inc. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from the Original Equipment Manufacturers or Original Component Manufacturer (OEM/OCM) or through the OEM/OCM's authorized distribution chain. Seller must make available at Lytron, Inc.'s request, OEM/OCM documentation that authenticates traceability of the components to that OEM/OCM.

CERTIFICATION: By fulfilling our order, you certify that you are a franchised distributor of the product(s) sold OR that you are an OEM, independent distributor, authorized vendor and/or are part of the OEM/OCM's authorized distribution chain.

SUSPECTED UNAUTHORIZED PARTS: Seller represents and warrants that no product that may not have been or is suspected of not having been produced in accordance with required applicable laws and regulations be delivered to Lytron, Inc. and or its customers.

- 20. EMPLOYMENT REQUIREMENTS.** Seller agrees to comply with the **Equal Opportunity Clause of 41 CFR 60-1.4 (requiring an Affirmative Action Plan for Minorities/Females), the Reporting Requirements Clause of 41 CFR 61-300.10 (requiring the filing of the VETS-4212 form), and the Employee Notice Clause of Appendix A to Subpart A of 29 CFR 471 (about Employee Rights to Organize and Bargain Collectively with Their Employers).**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. CUMULATIVE REMEDIES; WAIVER. Buyer's remedies provided herein shall be cumulative and in addition to any other remedies provided by law or equity. Any failure to promptly enforce any rights of Buyer hereunder with respect to a breach hereof by Seller, other than an express waiver of such rights, shall not constitute a waiver or relinquishment of such rights, and any express waiver of any right or remedy of Buyer hereunder in any instance shall not constitute a waiver of any right or remedy subsequently.
22. GOVERNING LAW. The Contract resulting from the acceptance of this order shall be governed by and construed according to the laws of the State of Buyer's office set forth on the face hereof.
23. NON-CONFORMING PRODUCT. Suppliers that wish to submit non-conforming product for review need to fill out Lytron Form F8.03.05 and submit to Lytron Purchasing for approval prior to shipment. This form is available in the "Supplier" field of the Lytron website www.lytron.com.
24. SUPPLIER CHANGE REQUESTS. Suppliers must obtain written approval from Lytron using Form F7.04.12 prior to implementing any changes to product, processes, sub-tier supplier and facilities. This form is available in the "Supplier" field of the Lytron website www.lytron.com.
25. RECORD RETENTION. Suppliers must retain records pertaining to releases, material disposition, testing and process documentation of Lytron Orders for at least 10 years from the time of shipment unless otherwise specified by Purchase Order.
26. FACILITY ACCESS. Suppliers must make their facilities available within 48 hours of notification so that Lytron, its customers or applicable statutory and regulatory agencies can access and review processes and records pertaining to Lytron orders.
27. FLOW DOWN REQUIREMENTS. Suppliers are required to flow down Lytron customer requirements to their sub-tier suppliers as required by Purchase Order.
28. SUPPLIER MANAGEMENT HANDBOOK. Additional contact requirements can be found in document SMH01. This handbook is available in the "Supplier" field of the Lytron website www.lytron.com.
29. ENTIRE AGREEMENT. The Terms and Conditions hereof constitute the entire agreement between the parties and shall apply to and bind the parties, their respective successors and assigns.