

GRISWOLD INDUSTRIES AGREEMENT FOR PURCHASE

1. ACCEPTANCE: This purchase order constitutes the Buyer's Offer to the Seller and Seller agrees that acceptance is subject to the within terms and conditions. Acceptance may be acknowledged by writing or by commencement of performance by Seller in accordance with this offer and commencement of performance shall be conclusive evidence of the Seller's approval of and consent to the within conditions of purchase.
2. PACKING: All shipments must be packaged and properly marked in accordance with the instructions contained in this purchase order and if no instructions are so contained then Seller shall pack in a manner that will provide for efficient handling and preclude the possibility of damage. All packing must conform to the requirements of the carrier's tariffs. Packing slips must accompany all shipments.
3. WARRANTIES AND INSPECTION: Seller expressly warrants that all items will conform to applicable specifications, drawings and samples, either provided with this purchase order or otherwise, and that all items will be free from defects in material and workmanship and will be fit for their intended use. All items ordered will be subject to final inspection and approval by the Buyer.
4. CHANGES: Buyer, at any time may by written notice and without notice to sureties or assignees make changes within the general scope of this purchase order. No claim by Seller for any additional charges will be valid unless submitted to and approved by buyer in writing.
5. RESPONSIBILITY FOR PROPERTY: Buyer's property in possession of Seller shall be adequately insured and it shall be Seller's responsibility to reimburse Buyer for any loss.
6. COMPLIANCE WITH LAWS: Seller agrees to comply with all applicable State, Federal and local laws and executive orders and regulations pursuant thereto and agrees to indemnify Buyer against any loss, cost, liability or damages by reason of Seller's violation of this paragraph.
7. LABOR DISPUTES: Seller agrees that whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give written notice thereof to Buyer.
8. DEFAULT: Or failure of Seller to perform or to comply with any requirements of this order, Buyer, on giving written notice, may terminate and cancel this order in whole or in part and Buyer, at their election, may consider such noncompliance as a total breach of contract.
9. TERMINATIONS: Buyer may terminate or cancel this order in whole or in part by notice in writing at any time. Such notice shall state the extent and effective date if termination and upon receipt of Seller be such notice, Seller will terminate work to the extent prescribed by Buyer and will take any necessary actions to protect the property in Seller's possession in which the buyer may, or has acquired an interest.
10. TOOLS AND MATERIALS: Buyer shall retain title to any designs, sketches, drawings, blueprints, patterns, dies, models, molds, tools, special appliances and materials furnished by or paid for by Buyer in connection with this order. They shall be marked as Buyer's property. They shall be at the Seller's risk and shall be replaced by Seller if lost or destroyed. They shall be kept insured by the Seller with loss payable to Griswold Industries. Such facilities shall be used exclusively in the production of articles required by this order, and shall not be used for production of larger quantities than those specified herein, or in the production, manufacture or design of any other article for any other person, without prior written consent. Such facilities shall be subject to disposition by Buyer at any and at all times and upon demand they shall be returned to Buyer, including any unused materials furnished by us and all spoiled or defective materials or products which may contain any secret or patented device, unless Buyer shall otherwise direct. Nothing in this paragraph shall be construed as imposing any obligation on Buyer to furnish any such facilities.
11. OVERAGES: Buyer assumes no obligation for materials shipped in excess of this Purchase Order and reserves the right to reject and return material exceeding the quantity ordered at Seller's risk and expense.

U.S. GOVERNMENT CONTRACT CONDITIONS

1. This order is subject to all provisions of Executive Order No. 10925 of March 6, 1961 and of rules and regulations and relevant order of the President's Committee on Equal Employment Opportunity created thereby.
2. The following clauses set forth in the armed services Procurement Regulations are in effect on the date of this order and are hereby incorporated by reference Definitions. (7-103.1) Buy American Act (6-104.5): Eight Hour Law (12-303.1): Walsh Healy Public Contract Act (12-604): Renegotiation (7-103.13): Covenant against Contingence Fees (7-103.20): Military Security Requirements (7-104.12): Notice to Government of Labor Disputes (7-104.4) and Vinson-Trammel Act (7-102.2).
3. Contractors' Agreements, Sec.202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract here after entered into the following provisions: During the performance of this contract, the contractor agrees as to the following:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color or national origin. The contractor will take affirmative action to ensure applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to all employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
 - iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 or Sept. 24, 1965, and shall post copies of the notice of conspicuous places available to employees and applicants for employment.
 - iv. The contractor will comply with all provisions of Executive Order No. 11246 of Sept 24, 1965 and the rules, regulations and relevant orders of the Secretary of Labor.
 - v. The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept 24, 1965 and the rules, regulations and relevant orders of the Secretary of Labor; or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with provisions authorized in Executive Order No. 11246 of Sept. 24, 1965 and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of labor, or as otherwise provided by law.
 - vii. The contractor will include the provisions of Paragraphs (i.) through (vii.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
4. During the performance of this contract, the contractor agrees to follow the provisions of Executive Order No. 11246 as amended by Executive Order 11375 (Equal Employment Opportunity), as amended, Section 503 of the Rehabilitation act of 1973 (Disability Regulation), as amended, and VEVRAA (Vietnam Era Veterans Readjustment Assistance Act) , as amended, and to implementing of regulations found at 41 CFR 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-300.5 (a), respectively hereby incorporated by reference and described in detail below:

- i. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against qualified employee or applicant for employment because of race, color, religion, sex, or national origin, and requires affirmative action by covered prime contractors and subcontractors to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.
- ii. 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.
- iii. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5 (a). This regulation prohibits discrimination against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified., and requires affirmative action by covered prime contractors and subcontractors to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran in all employment practices.