

**THE HOPE GROUP CORPORATION  
STANDARD TERMS OF SALE**

1. **Terms and Conditions of Sale:** This order shall be subject only to the terms and conditions set forth herein, notwithstanding any terms and conditions that may be contained in any order, acknowledgment or other form of Buyer. Such terms and conditions of Buyer shall not bind Seller unless accepted by it in writing, whether or not they materially alter this order. This order shall be governed in all respects by the laws of the Commonwealth of Massachusetts.
2. **Terms of Payment:** Terms are shown on face of invoice. This document shows charges for this job only.
3. **Shipments:** All shipments are F.O.B Seller's plant (or in the case of drop-shipped goods, F.O.B. supplier's plant) unless otherwise specifically agreed upon in writing in advance of shipment.
4. **Taxes:** The amount or amounts of sales, excise, use taxes and other taxes or other governmental charges upon production, sale and/or shipments of the goods sold hereunder, now imposed by any government authority or hereafter becoming effective, shall be paid by Buyer; if not collected at the time of payment of sale price for any reason, Buyer will hold Seller harmless.
5. **Errors in Price:** Prices stated shall be subject to correction for clerical and stenographic errors.
6. **Cancellations and Reschedules:** Orders are not subject to cancellation or reschedule except with Seller's written consent and only upon terms which will indemnify Seller's for any and all loss or damage, and are also subject to cancellation charges and price increases.
7. **Claims:** All claims for shortages, imperfections, rejections, etc., must be made in writing, within ten days from date of receipt of material; otherwise claim cannot be allowed. Such claims shall specify applicable Invoice number and date. No goods may be returned without Seller's written permission, and under no circumstances shall Seller be liable for consequential damages.
8. **Warranty:** With respect to Engineered Systems manufactured by Seller, Seller warrants only that any such systems will be free from defects in material and workmanship under conditions of normal use for a period of one year from the date of sale. With respect to service and maintenance provided by Seller, Seller warrants only that any products and services provided by Seller will be free from defects in material and workmanship under conditions of normal use for a period of ninety days from the date of repair. With respect to products sold by Seller but manufactured by others, Seller makes no warranty but agrees to assign to customer, to the extent possible, whatever warranty the manufacturer has given the Seller, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO OTHER WARRANTY OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's obligation hereunder shall be limited to correcting any nonconformity in material or workmanship by suitable repair or, at the option of Seller by replacement of any nonconforming part. Seller shall have no obligation to repair or replace any part unless written notice of claim is received by Seller within the warranty period referred to above and the goods are returned at Buyer's expense to Seller's Northboro facility, or other location selected by Seller. Seller shall not be liable for any repairs, replacements, or adjustments made or any costs of labor performed, by or at the direction of the Buyer without Seller's prior written approval.

The remedies of the Buyer set forth herein are exclusive, and the total liability of Seller with respect to this contract and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the product upon which such liability is based.
9. **Consequential Damages:** Seller shall in no event be liable to the customer, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages or back charges arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of any goods, whether based upon lost goodwill, lost profits or revenue, interest, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, loss of use of power system, cost of purchase of replacement power or claims of customers for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
10. **Tools:** In accordance with the customs of the trade, Seller reserves the right to keep all tools manufactured by it unless paid for by the Buyer and agreed upon in writing.
11. **Purchase Orders:** Any terms or conditions of any Buyer's order or other instrument which are in addition to or inconsistent with the terms and conditions on the face and reverse hereof shall not be binding on Seller and shall not apply to this sale.
12. **Changes in Order:** Changes, arrangement, or understandings not written into our original quotation or acknowledgment shall not be binding unless separately approved by Seller in writing. If Buyer requests changes and specifications or designs relating to any goods, delivery schedules shall be revised if necessary and an equitable adjustment shall be made in price.
13. **Routing:** Routing may be changed due to weight or size limitations and where experience indicates that the best interest of the Buyers served in having the shipment arrive in good condition.
14. **Payments:** If, in the judgment of Seller, the financial condition of the purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance.
15. **Labor Standards:** Seller hereby certifies that these goods will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.
16. **Services:** Services at Buyer's request in applying this equipment to Buyer's needs will be charged at Seller's standard rates.
17. **Customer's Property:** Buyer's property retained in Seller's plant is for the Buyer's account and at the Buyer's risk.
18. **Changes in Price:** All quotations are subject to change without prior notice. All orders are subject to acceptance by the appropriate officer of Seller. Unless otherwise stated, all orders accepted will be accepted with the understanding that all prices are subject to change without prior notice and together with any taxes applying hereto shall be those in effect on the date of shipment except as herein otherwise provided as to goods of special manufacture. In the event of a price increase, any unshipped portion of the order may be cancelled at Buyer's option except that, as to any goods to be produced to Buyer's special design, construction or brand there shall be no such right of cancellation.
19. **Force Majeure:** Seller shall not be liable in damages or otherwise for any delay or failure in performance when caused by war, fire, flood, accidents, labor troubles, Government order, regulation or restriction, interruptions of transportation facilities or shortages of fuel or raw materials or any other cause beyond its reasonable control. In the event Seller is unable, due to any such cause or otherwise, to fulfill its total commitments to all customers, Buyer agrees to accept, as full and complete performance by Seller, deliveries in accordance with such allocation as made by Seller.
20. **Costs of Collection.** Buyer agrees to pay all costs and expenses, including attorneys fees, incurred in the collection of any amounts due Seller hereunder.
21. **Nuclear Indemnity:** If the goods are to be used in any nuclear installation or activity, then Buyer or the ultimate user (i) shall secure and maintain the maximum nuclear property damage liability insurance protection available, (ii) shall enter into and maintain a government indemnity agreement, and (iii) shall waive and require its insurers to waive all rights of recovery or subrogation against Seller for, and shall indemnify and hold Seller harmless from and against any claims, losses or damages (including consequential or special damages of any kind) arising out of a nuclear Incident as that term is defined in the Atomic Energy Act of 1954, as amended.
22. **Additional Conditions Applicable to Orders Placed Under Government Contracts or Subcontracts Thereunder:** If Buyer notifies Seller that goods ordered hereunder are for use under a prime contract with an agency of the United States Government, the following terms and conditions of the Armed Services Procurement Regulations shall be incorporated into Seller's terms of sale insofar as Buyer may be required to incorporate such provision in its subcontracts or insofar as applicable to the goods sold hereunder.

WALSH-HEALY PUBLIC CONTRACTS ACT (12-605); RENEGOTIATION (7-103.13); BUY AMERICAN ACT (6-104.5); EXAMINATION OF RECORDS (7-104.15); AUDIT AND RECORDS (7-104.41); PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (7-104.29); CONVICT LABOR (12-203); NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (7-104.4); WORK HOURS ACT (12-303.1); EXCESS PROFITS (7-104.11); MILITARY SECURITY REQUIREMENT (7-104.12); termination (8-706); equal opportunity employer (12-802).