

SPECIALTY SAW INC.
TERMS AND CONDITIONS OF PURCHASE

TERMS AND CONDITIONS. No terms and conditions other than the terms and conditions set forth in this Order, including any terms and conditions in any document attached to or incorporated by reference, shall be binding upon Buyer unless accepted by it in writing signed by the Buyer's Purchasing Agent or General Manager. Buyer will not recognize claims based on verbal Orders. Notwithstanding any other provision of this Order, Buyer reserves expressly the right to revoke this Order at any time prior to receipt of notice of acceptance by Supplier. Acceptance is limited to the terms stated herein. All terms and conditions contained in any prior proposal or acknowledgment of this Order which are different from or in addition to the terms and conditions of this Order are hereby rejected and shall not be binding on Buyer, whether or not they would materially alter this Order and Buyer hereby objects thereto. Supplier will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or service covered by this Order is shipped or an invoice is presented in connection with the said goods and/or services.

COMPLIANCE WITH LAWS. Supplier warrants that all goods provided hereunder have been produced and all services performed are in compliance with applicable federal, state and local laws, ordinances, codes, rules, regulations or standards, including without limitation, the Fair Labor Standards Act and those pertaining to the manufacture, labeling, invoicing and sale of such goods or services, environmental protection, immigration, employment and occupational safety and health, including EEO and Affirmative Action, to which they are subject.

STATE LAW. This Order shall be governed in all respects by the laws of the Connecticut and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in the Connecticut.

DELIVERY AND RISK OF LOSS: Delivery shall be F.O.B. destination unless otherwise specified. The Supplier shall comply with the Buyer's standard routing and shipping instructions issued by the Buyer. If such instructions are not attached hereto or have not been previously received, instructions must be requested from the Buyer immediately. Each invoice shall show shipping charges as a separate item and shall contain the original or a copy of the bill indicating that payment by Supplier for shipping has been made. Notwithstanding any agreement by Buyer to pay freight or other transportation charges. Delivery is not complete until the goods have been actually received and accepted the risk of loss or damage prior to completion of delivery shall be upon the Supplier, and any such loss or damage to goods or materials ordered hereunder shall not release Supplier from any obligation hereunder.

Buyer reserves the right to refuse C.O.D. shipments.

All material shall be properly packed for shipment. No additional charge will be allowed for packing, crating, freight, express or cartage unless specified on the Order. Any loss or

damage, whenever occurring, which results from Supplier's improper packaging or crating shall be borne by Supplier.

IDENTIFICATION. All invoices, packing lists, packages, shipping notices, instruction manuals and other written documents affecting this Order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Order, indicating the content of such boxes or packages.

SHIPMENT. If delivery is not made by the date indicated in this Order, Buyer may, in addition to its other rights, cancel this Order, without any liability whatsoever. If in order to comply with Buyer's required delivery date it becomes necessary for Supplier to ship by a more expensive way than specified in this purchase order, any increased transportation costs resulting there from shall be paid for by Supplier unless the necessity for such rerouting or expedited handling has been caused by Buyer.

WARRANTY. Supplier expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Supplier warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked, and labeled. Supplier warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Supplier knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Supplier warrants that such goods or services will be fit for such particular purpose. Supplier warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Supplier's obligation under this warranty and such warranties shall survive inspection, test, acceptance and use. Supplier's warranty shall run to Buyer, its successors, assigns and customers and users of products sold by Buyer. Supplier agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Supplier with the opportunity to do so. In the event of failure of Supplier to correct defects in or replace nonconforming goods or services promptly, Buyer, after reasonable notice to Supplier, may make such corrections or replace such goods and services and charge Supplier for the cost incurred by Buyer in doing so.

RETURNS. Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods which are in Buyer's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Supplier at its expense and in addition to Buyer's other rights, Buyer may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods whose defects or nonconformities are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing

contained in this purchase order shall relieve in any way the Supplier from the obligation of testing, inspection and quality control.

PATENTS- PROPRIETARY INFORMATION -CONFIDENTIALITY -

ADVERTISING. Supplier agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers, or other Suppliers for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, or services furnished hereunder, and Supplier further agrees to indemnify Buyer, its agents and customers against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees resulting from any such suit or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Supplier. Supplier shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Supplier obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Supplier for Buyer in connection with this order. Supplier shall not advertise or publish the fact that Buyer has contracted to purchase goods from Supplier, nor shall any information relating to the order be disclosed without Buyer's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to Buyer shall be deemed secret or confidential and Supplier shall have no rights against Buyer with respect thereto, except such rights as may exist under patent laws.

CERTIFICATES OF ORIGIN AND CUSTOMS DOCUMENTATION. Supplier accepts all responsibility for the information on the Certificate of Origin, letter or affidavits. By accepting this Purchase Order, Supplier accepts full responsibility for the completeness and accuracy of the corresponding Certificate of Origin and all other customs documentation provided to Buyer. Supplier accepts any liabilities resulting from inaccurate data on these documents or failure to comply with Certificate of Origin requirements.

FORCE MAJEURE. Buyer may delay delivery or acceptance occasioned by causes beyond its control. Supplier shall hold such goods at the direction of the Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Supplier's direct additional costs in holding the goods or delaying performance of this agreement at Buyer's request. Causes beyond Buyer's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, or unusually severe weather.

CHANGES. Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement

shall be modified in writing accordingly. Supplier agrees to accept any such changes subject to this paragraph.

PRICE: Supplier warrants that the prices for the articles sold Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Supplier reduces its price for such article during the term of this order, Supplier agrees to reduce the prices hereof correspondingly. The price stated in this Order includes all charges for packaging, boxing, crating, special handling and freight, F.O.B. destination. No modification or adjustment of the stated price may be made without the signed written agreement of Buyer. If the price is not stated on this Order, the price shall be the lower of: the later price last quoted or paid, or the prevailing market price.

SETOFF. All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Supplier.

TERMS. The Order price shall not be increased nor the terms hereof changed without the Buyer's written consent. The Supplier warrants that the prices of the items covered by this Order are not in excess of the Supplier's lowest lawful prices in effect on the date of this Order for comparable quantities of similar items. If cash discounts for early payment are offered by Supplier, the period of time agreed upon as constituting "early payment" shall begin with the later of the invoice date or receipt of merchandise.

PAYMENT. Upon submission of proper invoices, Buyer shall pay the Order price set forth herein for material and supplies delivered and accepted or services rendered and accepted; however, payment may be withheld or portions thereof deducted or set-offs made against Supplier if Supplier is not performing work in accordance with the provisions of this Order. There will be no minimum charges honored unless specifically agreed to prior to shipment.

INDEMNIFICATION. Supplier shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Supplier, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Supplier.

HASCOM REPORTING. If any of the items ordered herein constitute or contain "hazardous or toxic chemicals" as defined by any applicable Federal, State or local law, rule or regulation, Supplier shall provide at the time of delivery all required notices and information, including without limitation all Material Safety Data Sheets ("MSDS") in approved form. Supplier agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. When this Order or the specifications referred to herein, requires documentation or certification, this requirement is a material requirement of this Order; Supplier's failure to provide such

information prior to or at the time of delivery may result in withholding of payment until such is provided.

WAIVER. Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

INSURANCE. In the event that Supplier's objections hereunder require or contemplate performance of services by Supplier's employees, or persons under contract to Supplier, to be done on Buyer's property, or property of Buyer's customers, the Supplier agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Buyer. Supplier shall maintain all necessary insurance coverage's, including public liability and Workers' Compensation insurance. Supplier shall indemnify and save harmless and defend Buyer from any and all claims or liabilities arising out of the work covered by this paragraph.

ASSIGNMENTS AND SUBCONTRACTING. No part of this order may be assigned or subcontracted without prior written approval of Buyer.

TERMINATION FOR CONVENIENCE OF BUYER. Buyer reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Supplier shall be paid a reasonable termination charge, consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided.

TERMINATION FOR CAUSE. Buyer may also terminate this order or any part hereof for cause in the event of any default by the Supplier or if the Supplier fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide Buyer, upon request, of reasonable assurances of future performance shall all be causes allowing Buyer to terminate this order for cause. In the event of termination for cause, Buyer shall not be liable to Supplier for any amount, and Supplier shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.

LIMITATION ON BUYER'S LIABILITY -STATUTE OF LIMITATIONS. In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the goods or services

delivered hereunder must be commenced within one year after the cause of action has accrued.

TERMINATION. In the event of a breach by the Vendor of any of the provisions of this contract, Buyer reserves the right to cancel and terminate this contract, upon giving oral or written notice to the Vendor. Vendor shall be liable for damages suffered by Buyer resulting from Vendor's breach of this contract.

SEVER ABILITY. If any provision hereof shall be found to be inoperable or in violation of any law or regulation, only that provision shall be stricken from this order and the remainder of the order shall not be affected.

TAXES. Unless prohibited by law, the Supplier shall pay all federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery; the Order price shall be deemed to include such taxes.

ENTIRE AGREEMENT. This Order constitutes the entire agreement between the parties and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in the Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Buyer's Purchasing Agent or General Manager. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order, which shall supersede all inconsistent provisions included in Supplier's proposal and in any subsequent acknowledgment by Supplier, notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.