

## NEELTRAN INC. CONDITIONS OF PURCHASE AGREEMENT 2016 rev 2

This Master Purchase Agreement (“**AGREEMENT**”) is made effective the date as denoted on this purchase order (the “Effective Date”), and is by and between **Neeltran Inc., of 71 Pickett District Rd New Milford CT 06676 USA.** (Neeltran Inc. Inc) and , (the “**SELLER**” seller is identified on the face of this purchase order).

### RECITALS:

Whereas, **Neeltran Inc. Inc** desires to purchase certain equipment from **SELLER (seller is identified on the face of this purchase order)** and **SELLER** desires to supply such goods, products equipment or services to **Neeltran Inc.** subject to the terms and conditions stated herein; and Whereas, the specifics and timing of such purchases shall be determined by **Neeltran Inc.** at the time the project is implemented by issuing a purchase order (“**PO**”) (as hereinafter defined).

### Article 1: The Work

**SELLER** agrees to provide all goods or product and services (“**Work**”) as set forth in this **AGREEMENT** and as set forth in in the purchase order (“**PO**”). Each **PO** shall include if required Attachments: relevant drawings, requirements, plans, and specifications. (The Goods, Products, Equipment and Services are collectively referred to as the “**WORK**,” as appropriate for the context).

All purchase orders issued by **Neeltran Inc.** regarding the **WORK** shall be made part of this **AGREEMENT**. To the extent that any term or condition of the purchase order is inconsistent with this **AGREEMENT**, this **AGREEMENT** shall prevail and control unless otherwise agreed in writing by authorized representatives of the parties. For the avoidance of doubt, the **Neeltran Inc.** authorized representative is the signer of this **AGREEMENT** or a person of similar corporate capacity.

**WORK** shall be performed by **SELLER** in compliance with all applicable laws, regulations and ordinances, and industry standards. **SELLER** shall also secure and pay for any permits and licenses for the prosecution of the **WORK**, including building and construction permits or licenses. Furthermore, **WORK** shall be completed by **SELLER** in a professional and workmanlike manner in accordance with the highest industry standards and practices applicable to the performance of such **WORK**. **SELLER** represents and warrants that the personnel it assigns to perform the **WORK** pursuant to this **AGREEMENT** are qualified individuals with proper training, experience, background and skill in their respective trades.

### Article 2: Change Order

**Neeltran Inc.** and **SELLER** may agree upon changes in the **WORK** (“**CHANGE ORDER**”), which changes shall be agreed to in writing by the parties. **SELLER** shall not be entitled to receive reimbursement for additional costs it incurs resulting from a **CHANGE ORDER**, regardless of which party initiates the **CHANGE ORDER**, unless and until the **CHANGE ORDER** is accepted and approved by **Neeltran Inc.** in writing before the **WORK** is begun. Subsequent to the date of Seller’s proposal, in the event of a change in laws, regulations and ordinances applicable to the Work that results in a change to Seller’s costs to or otherwise perform the Work, the parties shall negotiate in good faith a Change Order that takes into account such changes.

### Article 3: Contract Sum

**Neeltran Inc.** shall pay **SELLER** the Contract Sum as provided in the purchase order.

### Article 4: Invoices

**SELLER** shall submit invoices to **Neeltran Inc.** in accordance with the per the purchase order. All invoices issued pursuant to this **AGREEMENT** shall reference the applicable purchase order number issued by **Neeltran Inc.**

### Article 5: Time of Performance

Time is of the essence for this **AGREEMENT**. The **WORK** will be completed or delivered on or before the Completion Date (“**COMPLETION DATE**”) (as hereinafter defined in each **PO**). Shipping and delivery dates are contingent upon **Neeltran Inc.’s** timely approvals (subject to full and proper performance by **SELLER**) and delivery by **Neeltran Inc.** of any documentation required to be provided by **Neeltran Inc.** for **SELLER’s** performance hereunder.

If **WORK** is not delivered on or before the **COMPLETION DATE**, or within a reasonable time if no time has been specified, after written notice from **Neeltran Inc.** and **SELLER** has failed to diligently pursue a correction within ten (10) days of said notice, **Neeltran Inc.** may either (a) refuse to accept such **WORK** and terminate this **AGREEMENT**, or (b) cause **SELLER** to ship the **WORK** by the most expeditious means of transportation, whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be to the account of **SELLER**.

If **SELLER** is delayed at any time in the progress of the **WORK** and will not meet the **COMPLETION DATE** due to a Force Majeure event, or due to a delay in **Neeltran Inc.** delivery of information or documentation necessary for **SELLER’s** performance, or by any cause which the parties may determine justifies the delay, then the **COMPLETION DATE** shall be extended by a **CHANGE ORDER** for such reasonable time as the parties may determine.

### Article 6: Inspection and Quality

At such reasonable times as are requested and scheduled in advance by **Neeltran Inc.** and/or its representatives shall have the right to enter upon the premises where the equipment is being manufactured or where the equipment is located at any time prior to delivery to **Neeltran Inc.** for the purpose of inspecting the equipment and expediting the performance of the applicable to purchase order. **Neeltran’s** quality requirements shall be listed in the purchase order and attachments will be provided if required. Certificate of Compliance is to be given by the **SELLER** to **Neeltran Inc.** with each line item on purchase order. Other custom quality flow downs to the **SELLER** may be required and they will be stated on front of the purchase order and or separately attached.

### Article 7: Acceptance, Substitute and Counterfeit parts

Acceptance of any equipment shall not occur until **Neeltran Inc.** has been given a reasonable opportunity to inspect and test such equipment after completion of **SELLER’s WORK**. **Neeltran Inc.** may reject any non-conforming or defective equipment or **WORK** if **SELLER** fails to promptly correct said non-conformance or defect after being given the opportunity to do so. No Substitutions will be accepted by **Neeltran** unless specifically agreed to in writing with the **Seller**. **Neeltran** will not accept counterfeit parts from the **Seller**.

### Article 8: Excess Quantity

Quantities of the equipment shipped in excess of the quantity designated in the PO may be returned at **SELLER’s** expense.

### Article 9: Transportation Charges

Except as otherwise set forth in the PO, Seller freight charges will be on Neeltran Inc.’s account: **Neeltran Inc.’s designated carrier and per Neeltran Inc. Inc.’s** desired method of transportation. If it is unclear the Seller shall contact Neeltran Inc. for written clarification.

### Article 10: Delivery

All **WORK** shall be properly packaged, insured for shipment by **SELLER**, and be shipped F.O.B. destination with the risk of loss passing to **Neeltran Inc.** at the time of delivery. Each package shall be numbered and labeled with **Neeltran Inc.** order number, stock number, contents and weight, and shall contain an itemized packing slip. No charges will be allowed for packing and crating unless agreed in writing by **Neeltran Inc.**

### Article 11: Warranty

**SELLER** hereby warrants for a period of twelve (12) months after installation at Neeltran Inc.’s final user site and full operation or eighteen (18) months from date of delivery to **Neeltran Inc.**, whichever first in time occurs that the **WORK** (excluding software) and the operation thereof shall conform to the written plans and specifications set forth in the **PO** and all addenda and exhibits, except to the extent any such non-conformance in operation is due to the design specified by **Neeltran Inc.** (for the avoidance of doubt, design will not be deemed to be specified by **Neeltran Inc.** based on any performance or functional requirements specified by **Neeltran Inc.**; and **SELLER** further warrants that the **WORK** and all parts thereof (excluding software) shall be (1) free from defects in material and workmanship; and (2) free from defects due to design (other than any design specified by **Neeltran Inc.**, and (3) subject to the provisions of Article 12: Patents,

free from infringement of any U.S. patent, or registered trademark or copyright, (including software). If the **WORK**, or any part thereof, fails to meet any or all of the foregoing warranties during the specified periods under normal and proper use and provided the equipment has been properly stored, installed, operated and maintained, then, upon prompt written request of **Neeltran Inc.** for remedial **WORK**, **SELLER** shall, at its sole expense and option, promptly either (a) repair or correct said **WORK** or part, or (b) furnish and install new **WORK** or parts, which will meet the foregoing warranties and all other applicable terms of this **AGREEMENT**. If **SELLER** fails to promptly initiate action to comply with the provisions of this warranty after receiving five (5) business days' written notification of any such request, **Neeltran Inc.** shall have the right, after notifying **SELLER** of its intent to do so, to perform or cause to be performed, the required remedial **WORK** at **SELLER**'s expense, **SELLER** shall reimburse **Neeltran Inc.** within thirty (30) days after receipt of invoice therefor.

**Services.** **SELLER** warrants that all services (if any) will be performed in a diligent manner, consistent with the standards of similar international providers and commonly accepted industry standards for such services for a period of ninety (90) days from the date of completion of such Services. This provision does not reduce or negate any other warranty or provision of this **AGREEMENT**, even if the matter involves both products and services.

**Software.** **SELLER**'s sole software warranty is that, except as specified below, software developed or sold by **SELLER** will execute in accordance with **SELLER**'s published specification when properly installed, and will conform to the plans and specifications contained or referred to in the **SOW** or addenda, except to the extent any such non-conformance in operation is due to the design specified by **Neeltran Inc.** (for the avoidance of doubt, design will not be deemed to be specified by **Neeltran Inc.** based on any performance or functional requirements specified by **Neeltran Inc.**.) The warranty period shall be one (1) year from date of delivery to **Neeltran Inc.** If the software does not meet the above warranty, **SELLER** shall, upon notice and providing a description of the error and information about the manner of its discovery, correct any defect or error by (at its option and expense): (1) modifying any erroneous program; or (2) unless otherwise agreed by the parties, making available and installing at the **Neeltran Inc.** facility necessary corrected or replacement programs. The foregoing warranty shall not apply to defects resulting from (1) unauthorized modification or (2) **Neeltran Inc.** supplied software or interfacing changes occurring after initial equipment installation without **SELLER**'s approval.

If the aforementioned specifications include performance specifications, **SELLER** warrants that the equipment shall operate in accordance with said specifications during normal production conditions except to the extent any failure to so operate is due to a design or other acts outside the plans and specifications for a period of twelve (12) months from date of installation and full operation or eighteen (18) months from date of delivery, whichever first in time occurs. If the equipment fails to meet said warranty, then upon

**Neeltran Inc.** request, **SELLER** shall, at its sole expense and option, promptly proceed with the remedies set forth in item (a) or (b) above, and, if within a reasonable time, **SELLER** fails to initiate and pursue with due diligence correction of such specified failure to meet said warranty, **Neeltran Inc.** shall have the right to rescind this **AGREEMENT** and return the equipment to **SELLER**, F.O.B. the place of installation, whereupon **SELLER** shall promptly refund to **Neeltran Inc.** all payments theretofore made by **Neeltran Inc.** for the equipment, in addition to all removal, shipping and other related cost.

The equipment furnished hereunder will be manufactured with **SELLER** safety features and furnished with user safety instructions.

In the event this **AGREEMENT** covers more than one (1) unit, then all of the aforesaid warranties shall be separately applicable to each such unit of Equipment.

Repairs or replacements pursuant to warranty shall not renew or extend the applicable original warranty period, provided however, that any such repairs or replacement or parts thereof shall be warranted for the time remaining of the original warranty period plus 30 days. **SELLER** shall not be responsible for providing working access to the **WORK**, (other than disassembly and re-assembly of equipment) which shall be at **Neeltran Inc.** risk and expense.

These warranties shall not apply to any **WORK** or parts thereof which, without **SELLER**'S prior written approval, have been damaged or are non-operational due to (1) improper repair or alteration by **Neeltran Inc.** or its employees, contractors or anyone acting on its behalf; (2) **Neeltran Inc.** misuse, negligence or accident; (3) use in a manner contrary to **SELLER**'s written instructions; (4) materials or software code provided or design-stipulated by **Neeltran Inc.** outside the plans and specifications; or (5) used equipment of **Neeltran Inc.** This warranty does not cover normal equipment wear and tear unless such wear and tear is due to a defect in material, workmanship or **SELLER**'S design. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY DISCLAIMED BY **SELLER**. **SELLER** will provide and assign to **Neeltran Inc.** all manufacturer's warranties and guarantees, and hereby authorizes **Neeltran Inc.** to act in its place to exclusively obtain all the rights and benefits of such warranties and guarantees.

Except for claims of personal injury, death, property damage and breach of confidentiality, correction of nonconformities in the manner and for the period of time provided above shall be **Neeltran Inc.** sole and exclusive remedy for any failure of **SELLER** to comply with its obligations under this **AGREEMENT** and shall constitute fulfillment of all liabilities of **SELLER** (including any liability for direct, indirect, special, incidental or consequential damages which are specifically disclaimed) whether in warranty, contract, tort (including negligence) or otherwise with respect to or arising out of the **WORK** performed hereunder.

#### **Article 12: Infringement Indemnity**

Except as hereinafter limited, **SELLER** shall protect, defend and indemnify **Neeltran Inc.** from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent, trademark or copyright of the United States by any of the equipment, software or services (or part thereof) and from any misappropriation or alleged misappropriation of a trade secret or from any infringement or alleged infringement of any registered intellectual property rights of any third party with respect to the Software ("Infringement Claims"), and **SELLER** shall defend or settle at its own expense all

Infringement Claims brought against **Neeltran Inc.** provided that **SELLER** is notified promptly in writing of any Infringement Claim and is given authority, information and assistance by **Neeltran Inc.** for the defense or settlement thereof, and provided further that **Neeltran Inc.** shall have no liability whatsoever arising from such Infringement Claim and may not settle or compromise any Infringement Claim without the prior written consent of **SELLER**. Furthermore, in the event that **Neeltran Inc.** should be enjoined from using any of the equipment or Software (or part thereof), **SELLER**, at its option and expense, shall promptly either (1) secure termination of the injunction and procure for **Neeltran Inc.** the right to use such equipment and Software (or part) without any obligation or liability, (2) replace said equipment and Software (or part) with non-infringing equipment and Software or modify same to become non-infringing, all at **SELLER**'s expense and to **Neeltran Inc.** satisfaction, or (3) remove said infringing equipment and Software at **SELLER**'s expense and refund to **Neeltran Inc.** all amounts paid to **SELLER** therefore. THE FOREGOING PARAGRAPHS SET FORTH THE ENTIRE LIABILITY OF **SELLER** AND EQUIPMENT MANUFACTURER WITH RESPECT TO ANY INFRINGEMENT CLAIM.

**SELLER** shall have no obligations hereunder and this provision shall not apply: (1) to any other equipment or processes, including equipment or processes supplied hereunder by **SELLER** which have been modified or combined with other equipment or processes, except as provided by the plans and specifications; and (2) to any products or articles manufactured by any equipment or processes; (3) to any patent issued after the date hereof; and (4) in the event any of said actions are settled or otherwise terminated without the prior written consent of **SELLER**.

#### **Article 13: Insurance**

Prior to **SELLER** commencing any **WORK** on property owned or controlled by **Neeltran Inc.** **SELLER** shall at its expense maintain such insurance as will adequately protect itself and **Neeltran Inc.** from claims for personal injury and property damage arising directly or indirectly from its obligations under this **AGREEMENT** and **SELLER** shall be liable to **Neeltran Inc.** for failure to maintain such insurance. Before any **WORK** is begun, **SELLER** shall furnish to **Neeltran Inc.** certificates of insurance naming **Neeltran Inc.** as an additional insured with respect to this **AGREEMENT** for the following types of coverage:

- a. Worker's Compensation insurance, including Occupational Disease, for the full liability under the law of the State where the **WORK** is to be performed and including Employer's Liability Insurance, with a minimum limit of \$500,000 per occurrence.
- b. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per person, \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage.
- c. Automobile Liability Insurance for all vehicles to be used with minimum limits of \$1,000,000 per person, \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage.

Certificates giving evidence of this coverage are to be endorsed to the effect that in the event of material changes or cancellation, fifteen (15) days prior written notice will be given by the insurance company to **Neeltran Inc.**

**SELLER** shall not contract for or permit the supply of equipment or the performance of any part of the **WORK** covered by this **AGREEMENT** without imposing obligations upon any supplier, contractor or subcontractor of **SELLER** corresponding to this Section, including but not limited to furnishing **Neeltran Inc.** with evidence of such coverage.

#### **Article 14: Indemnity / Physical Damage Responsibility**

**SELLER** shall indemnify and hold **Neeltran Inc.**, its employees and agents harmless against all claims, liabilities, losses, damages and expenses (including reasonable attorney fees) for bodily injury, sickness and/or disease, including death at any time resulting from any of the foregoing, sustained by any employee of **SELLER** or of a subcontractor of **SELLER**, which occurs in, on or about the property of **Neeltran Inc.** or the site of installation of the equipment, or in connection with Seller's performance of the **WORK** pursuant to this **AGREEMENT**. **SELLER** shall not be responsible for **Neeltran Inc.** negligence or that of **Neeltran Inc.** employees or agents. **SELLER** shall be responsible and liable for loss or destruction of or damage to all tools, equipment and other personal property of **SELLER**, any subcontractor of **SELLER**, **Neeltran Inc.** or any of their employees or agents, which loss, destruction or damage is caused by **SELLER's** negligence.

#### **Article 15: Force Majeure**

Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut-down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by **Neeltran Inc.** to **SELLER** for any expenses incurred by **SELLER** by reason of such default of delay. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production. Provided, however, if such delays extend beyond ninety (90) days, **Neeltran Inc.** may suspend or terminate its obligations under this **AGREEMENT** subject to the provisions of Article 19: Term and Termination for Convenience without damage liability.

#### **Article 16: Drawings and Other Items**

Unless otherwise expressly provided in this **AGREEMENT**, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the equipment, which are prepared or constructed by **SELLER** pursuant to the terms of this **AGREEMENT** shall remain the exclusive property of **SELLER**. Unless otherwise agreed in writing by **SELLER** and **Neeltran Inc.**, all right, title and interest in any inventions, developments, improvements or modifications of or for equipment and Services shall remain with creating party. **Neeltran Inc.** shall not, without **SELLER's** prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the equipment and not for any other purpose, including the duplication thereof in whole or in part.

Unless otherwise expressly provided in this **AGREEMENT**, all drawings, blue prints, dies, patterns, tools, printing plates, and other items used in connection with the manufacture of the equipment, which are prepared or constructed by **Neeltran Inc.** pursuant to the terms of this **AGREEMENT** shall remain the exclusive property of **Neeltran Inc.** Unless otherwise agreed in writing by **Neeltran Inc.** and **Seller**, all right, title and interest in any inventions, developments, improvements or modifications of or for equipment and Services shall remain with the creating party. **Seller** shall not, without **Neeltran Inc. Inc's** prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the equipment and not for any other purpose, including the duplication thereof in whole or in part.

#### **Article 17: Proprietary Information, technology rights**

In connection with the performance of this **AGREEMENT**, **Neeltran Inc.** may disclose to the **SELLER**, proprietary or confidential information of **Neeltran Inc.** consisting of technical, blueprints, production and other data that is marked "confidential" and or "proprietary" or information that is not generally known to the public. All such data disclosed to **SELLER** shall be maintained in strict confidence and shall not be used or disclosed to others. **Neeltran Inc.** will retain all rights to its technology and the Seller will retain all rights to its technology. No license whatsoever will be granted to either party to use the other party's technology.

#### **Article 18: Software License**

- a. **SELLER** hereby grants **Neeltran Inc.** a single site, perpetual, non-transferable and non-exclusive license to use all computer software manufactured and provided by **SELLER** under the **AGREEMENT**. Title to the software manufactured by **SELLER** and documentation, if any, provided hereunder shall at all times remain with **SELLER**. **Neeltran Inc.** agrees to use such software strictly in compliance with the terms of the **AGREEMENT**, and for the use(s) contemplated herein. **Neeltran Inc.** specifically agrees not to copy, furnish, disclose, rent, lease, sell or otherwise make said software, or any portion thereof, available to any third party; and agrees not to modify, translate, alter, or adapt the software or its documentation in any way, including but not limited to, decompiling, disassembling or reverse engineering without the prior written consent of **SELLER**. The license granted hereunder does not include a license to source code.
- b. With respect to software which **SELLER** acquires from original manufacturers, **SELLER** will convey and transfer to **Neeltran Inc.** any license, interest or rights which **SELLER** may obtain from the original manufacturer.

#### **Article 19: Term and Termination for Convenience**

This **AGREEMENT** shall continue in effect from the Effective Date for a period of one year and shall automatically renew for additional one year periods unless terminated by either party (a) on 30 days written notice to the other provided that all Work has been completed and accepted by **Neeltran Inc.** pursuant to any **PO** that has been agreed by the parties hereunder and (b) as otherwise set forth herein.

**Neeltran Inc.** may terminate this **AGREEMENT** at any time, whether or not **SELLER** is in default, by written invoice to **SELLER** specifying that termination is being made under this provision and specifying the effective date of such termination hereinafter called "The Termination Date").

In the event of termination of this **AGREEMENT** for **Neeltran Inc.** convenience prior to the delivery and acceptance of all Work to be performed by Seller pursuant to an **PO**, **Neeltran Inc.** shall pay to **SELLER**, within thirty (30) days after receipt of **SELLER's** invoice, the sum of the following amounts, less the amounts previously paid under this **AGREEMENT**.

- a. The price for each unit of equipment which has been completed by Seller or any of its subcontractors or third parties operating under its direction under this **AGREEMENT** prior to The Termination Date,
- b. **SELLER's** actual cost of labor, overhead and materials, utilized in manufacturing equipment which is in process under this **AGREEMENT** on The Termination Date.
- c. **SELLER's** cost for all parts and materials which are not covered by item b. above, which were purchased specifically for use in manufacturing equipment under this **AGREEMENT** and which cannot be used by **SELLER** for other purposes.
- d. **SELLER** for engineering services actually performed prior to the date of termination at the rates set forth in the applicable **PO**.
- e. A reasonable profit not to exceed 10% on each of the amounts set forth in items b., c., and d. above.

In no event shall the sum of the amounts specified in items a., b., c., d. and e. above exceed the total amount which would have been earned under this **AGREEMENT**.

Promptly after receipt of payment from **Neeltran Inc.** as above provided, or promptly after **SELLER's** receipt of said notice of termination if **Neeltran Inc.** is not obligated to make a payment, **SELLER** shall deliver to **Neeltran Inc.** all documents prepared and all units of equipment completed under this **AGREEMENT**.

#### **Article 20: Termination for Default**

(a) If **SELLER** should be or become financially insolvent, make a general assignment for the benefit of creditors, have any proceeding brought by or against it seeking any reorganization, rearrangement, composition, readjustment, liquidation, dissolution, or similar relief **Neeltran Inc.** may terminate this AGREEMENT upon written notice to **SELLER**. (b) If **SELLER** shall fail to timely perform or fulfill, in the manner herein provided, any obligation or condition required to be performed or fulfilled and such failure is not excused under Article 15: Force Majeure provision, or a correction of the specified default under Article 20 (b) is not initiated and pursued with due diligence within fifteen (15) days after **SELLER**'s receipt of written notice from **Neeltran Inc.** specifying such failure and not completed within thirty (30) days of Seller's receipt of **Neeltran Inc.** notice, unless said correction cannot be physically completed within thirty (30) days, in which case, if such correction is not completed within 90 days from **Neeltran Inc.** notice, then, **Neeltran Inc.**

shall have the right to terminate the applicable SOW and related Purchase Order by written notice to **SELLER** given at any time thereafter prior to Seller's completion of the correction. Any termination of this **AGREEMENT** pursuant to this provision shall be in addition to and shall not be exclusive of or prejudicial to, any other rights or remedies at law or in equity which **Neeltran Inc.** may have on account of the default of **SELLER**. In the event of a termination due to **SELLER**'s default under this Article 20 and failure to initiate, pursue and complete a correction as set forth herein, **SELLER** shall deliver to **Neeltran Inc.** all documents prepared and all units of equipment completed under this **AGREEMENT** as of the date of termination.

#### **Article 21: Packing & Shipping**

The goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of **Neeltran Inc.**, and in all cases, to comply with carriers regulations. All Charges for packing, crating and transportation are included in price for the goods set forth herein and will be paid by **Seller** except as otherwise specifically stated on the reverse side of this Purchase Order. A Packing List shall accompany each box of package shipment, showing the order number specified hereon as well as the item number and a description of the goods. In the event that no such Packing List accompanies any shipment, the count or weight or other measure of **Neeltran Inc.** shall be final and conclusive. **Neeltran Inc.** shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to **Seller** at **Seller's** expense.

#### **Article 22: Taxes**

The **Seller** and **Neeltran Inc.** shall pay its own: Federal, state or local taxes. All tax exemption certificates will be accepted by **Seller**. **Neeltran Inc.** will not pay in import duties.

#### **Article 23: Hazardous Materials**

All Hazardous materials must be properly labeled in accordance with Federal and State law. If this order includes hazardous materials a Materials Safety Data sheet must be supplied with the shipment unless the vendor has already furnished a MSDS covering this material to the **Neeltran Inc.**, Inc. purchasing department. If this order requires work to be done on the **Neeltran Inc.** premises using hazardous materials these materials must be identified by the vendor and the appropriate MSDS's furnished to the purchasing department. Our receiving department will refuse acceptance of any Item which does not comply with these requirements.

#### **Article 24: Notices**

Any notice required by the terms and conditions of this AGREEMENT to be given to the other party or deemed by any party to be desirable shall be in writing and shall be given by (a) certified mail, postage prepaid, with return receipt requested, (b) personal delivery including but not limited to delivery by messenger, overnight courier service or otherwise, (c) facsimile, or (d) e-mail to the contact listed as follows: To addresses denoted on PO.

#### **Article 25: Disputes, Mediation and Arbitration**

Except for claims of immediate and irreparable harm relating to breaches of Confidentiality under this **AGREEMENT** all disputes ("Disputes") arising in connection with this **AGREEMENT** which the parties are unable to resolve within three months of a determination by either party and notice to the other of such inability to resolve, will be submitted to non-binding mediation. Any mediation of a Dispute under this Section will be conducted by the American Arbitration Association ("AAA") in accordance with the then-current "Rules for Commercial Mediation" ("Mediation Rules"). Each party to the mediation will bear its own expenses with respect to mediation, and the parties will share equally the fees and expenses of AAA and the mediator. Each party will be represented in the mediation by representatives having final settlement authority with respect to the Dispute(s). Any Dispute, other than a Dispute pertaining to technology transfers, confidentiality or intellectual property ownership and enforcement, not finally resolved within ninety (90) days after mediation in accordance with this Article 22: Disputes, Mediation and Arbitration will, upon the written demand of any involved party delivered to the other party and the AAA, be finally resolved through binding arbitration in accordance with the then-current AAA "Commercial Arbitration Rules". Each party shall bear its own costs relating to resolution of disputes under this paragraph.

#### **Article 26: Headings**

Headings and titles of articles, sections, paragraphs and other subparts of this **AGREEMENT** are for convenience of reference only and shall not be considered in interpreting the text of this **AGREEMENT**.

#### **Article 27: Waiver**

The failure of a party to insist in any one or more instances upon the performance of any provision of this **AGREEMENT** shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision, and the other party's obligation in respect of such future performance shall continue in full force and effect.

#### **Article 28: Severability**

In the event that any one or more of the provisions contained in this **AGREEMENT** shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect with regard to this **AGREEMENT**, such unenforceability, illegality or invalidity shall not affect any other provision of this **AGREEMENT**, and this **AGREEMENT** shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

#### **Article 29: Survivability**

The provisions of this **AGREEMENT**, which by their nature are intended to survive the termination, cancellation, completion or expiration of the **AGREEMENT**, including but not limited to any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration, except in the event of a termination for convenience set forth in Article 19, the provisions of Article 11 applicable to services and undelivered Equipment and Software shall not survive termination.

#### **Article 30: Assignment**

Neither **Neeltran Inc.** nor **SELLER** shall have the right to assign or transfer its interest or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

**Article 31: EOE CLAUSE:**

Neeltran, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**Article 32: Governing Law**

The laws of the State Connecticut, USA.

**Article 33: Entire Agreement**

This **AGREEMENT**, including all Exhibits or Attachments, any **PO** entered into pursuant to this **AGREEMENT** and all Exhibits or Attachments to any **PO** represents the entire **AGREEMENT** between the parties and, except as expressly set forth herein, supersedes all prior negotiations, representations or agreements, either written or oral, regarding the subject matter herein stated. This **AGREEMENT** may only be amended by written instrument signed by both **Neeltran Inc.** and **SELLER**. In the event of a conflict between the terms of this **AGREEMENT** and any **PO**, the terms of the **PO** shall control and prevail.

**NOTE: UNLESS OTHERWISE AGREED TO MUTUALLY IN WRITING THESE CONDITIONS OF PURCHASE AND THE PURCHASE ORDER ATTACHEMENTS SHALL BE THE SOLE AGREEMENT FOR THIS PURCHASE ORDER.**