



PURCHASE TERMS & CONDITIONS

ENTIRE CONTRACT - Upon acceptance by Supplier, the face of this order together with the terms and conditions appearing on this page shall constitute the entire contract between Supplier and buyer (Metrix Instruments, Dynamic Instruments, Inc. and Hardy Instruments, Inc.) relating to procurement of the stated materials or services. There is no oral understanding or agreement between Supplier and Buyer.

EXTRAS - Buyer will pay no charge for taxes, loading, transportation, boxing, crating, packing or returnable containers unless specified. All sales, use, excise or similar taxes to be paid by Buyer must be itemized separately hereon and on invoices.

PACKING AND SHIPPING - All articles shall be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet carrier's requirements. All packaging must conform to uniform freight classification requirements. Each container or package must be marked to show this order number and a packing sheet showing this order number must be included in each container or package. Bills of lading must clearly show this order number. Supplier shall make no declaration of value to carrier except where shipment is subject to released value ratings. In these cases, Supplier shall release shipments at lowest rating.

INVOICING AND PAYMENT- Unless otherwise instructed by Buyer in writing, Seller will invoice Buyer upon Buyer's receipt of the Products or completion of Seller's performance, whichever occurs later. Buyer objects to any terms or conditions referred to or attached to Seller's invoices. Such terms and conditions shall be of no force or effect, and Buyer's payment of the invoice shall be made only in accordance with the terms of this Order and shall not be deemed an acceptance of any such terms and conditions. Upon request from Buyer, Seller will invoice and accept payment. Seller shall separately state on each applicable invoice (and not include them in the Price) any import duties or sales, use, value added, excise or similar tax. Seller shall not charge tax if Buyer is exempt from such taxes and furnishes Seller with a certificate of exemption in a form reasonably acceptable to Seller. Unless a different period is indicated by Buyer on the face of this Order, payment is due net forty five (45) calendar days from the date of Buyer's receipt of all Products, or from the date Buyer receives an invoice, whichever occurs latest. If there is a dispute that is not resolved within that period, payment will be due ten (10) calendar days after the dispute is resolved and a corrected invoice is received. Buyer shall have the right to apply any amounts owed by Seller to Buyer under this or any other order or obligation to reduce any amounts payable by Buyer to Seller under this or any other order or obligation.

PRICES – Supplier warrants that no price charged is or will be in excess of any lawful maximum price, or in excess of any price stated on this order, or in excess of the usual price applying to similar orders. If no price is stated in this order, the material shall not be billed at any price higher than the price last paid by Buyer for such material. If at any time it is determined that such an excess was charged. Supplier shall promptly refund the excess to Buyer.

WARRANTY – Supplier guarantees that all articles called for by this order shall comply with the listed specifications therefore and warrants the same against defects in materials or workmanship for a period of 12 months from date of shipment. Supplier's said obligation shall be enforceable even though such defect develops after said articles or one or more of them have been embodied as a component part or parts of some scale, product or other device manufactured by Buyer and sold, leased or otherwise disposed of to some third party, it being understood that in contracting or other dealing with any such third party Buyer will rely on Supplier's obligations herein set forth.

INSPECTION APPROVAL – All articles ordered will be subject to final inspection and approval at the plant of Buyer. Any rejected material returned to Supplier shall be at Supplier's expense and no replacements of defective articles returned shall be made unless specified on Buyer's returned material orders or Change Orders. Materials to be used in the performance of Government contracts may be inspected and tested at all times and places, either before, during or after manufacturer, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Supplier or Supplier's subcontractor, Supplier shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty.



DEFAULT – Buyer may terminate the whole or any part of this order if Supplier defaults in the performance of any provision hereof, performance of this order to be diligently prosecuted, and Supplier shall be liable for any excess costs incurred by Buyer in procuring similar items elsewhere except when failure to perform arises out of causes beyond the control and without the fault or negligence of Supplier, including acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of such causes, unless it shall be determined that such suppliers or services were obtainable from other sources in sufficient time to permit Supplier to meet the required delivery schedule.

CHANGES IN SPECIFICATIONS – Supplier is required to notify, and obtain approval from Buyer regarding any change in design of products covered by this purchase order. Buyer may at any time, by written order, make changes in drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for Buyer, or in the method of shipment or packing or place of delivery, but no variation in the quantity of any item and no charge for extra work will be allowed by buyer unless authorized in writing. If such changes cause an increase or decreases in the amount due under this order or in the time required for its performance, Supplier shall notify buyer within twenty days, and an equitable adjustment shall be made and this order modified accordingly.

TERMINATION – If Buyer’s contract is terminated in whole or in part at the convenience of the Government, Buyer shall have the right to terminate this order in whole or in part upon notice to Supplier. Supplier shall thereupon cease work, dispose of all completed articles, materials and work in process as directed by Buyer. Buyer shall pay Supplier such amount as Buyer may agree is reasonable necessary to compensate Supplier for costs in respect of the terminated portion of this order, including reasonable profit for work thereon or, if such amount cannot be mutually agreed upon, then an amount determined in accordance with the termination procedure prescribed by applicable Government Regulations.

BUYER’S SPECIFICATIONS CONFIDENTIAL – Goods made in accordance with Buyer’s specifications and drawings shall not be furnished or quoted to any other person or concern. All specifications, drawings, tools, jigs, dies, fixtures, materials and other items furnished by Buyer or the cost of which is charged against this order shall be confidential and shall be and remain the property of Buyer, and must be returned to Buyer immediately upon request.

NON-DISCLOSURE OF INFORMATION – It is understood that disclosure of information relating to the work or materials referred to in this order to any person not entitled to receive it or failure to safeguard all secret and confidential matter that may come to Supplier or any person under its control in connection with the work or materials referred to in this order, may subject Supplier, its agents, employees, and subcontractors to criminal liability under the laws of the United States. Such disclosure or failure shall constitute a breach of contract by Supplier.

DIES, JIGS, TOOLS AND PATTERNS – If the price to be paid as stated on the face of this order includes special dies, jigs, tools and patterns used in the manufacture of such articles, then said special items shall be and become the property of Buyer. They and any similar items furnished by Buyer shall be kept in good condition and from time to time be replaced by Supplier without expense to Buyer, except that the actual cost of changes due to buyer’s change of design or specifications shall be paid for by Buyer, if such changes are made prior to the exhaustion of the useful life of the tools, etc. changed. Supplier shall not dispose of or use for others any of the special dies, jigs tools or patterns without the written consent of Buyer.

ASSIGNMENT AND SUBCONTRACTING – This order may not be assigned or subcontracted in whole, or in part, nor may assignment of moneys due or to become due hereunder be made by Supplier without in each case the prior written consent of Buyer.

PATENT TRADEMARK AND COPYRIGHT INDEMNITY – Except to the extent that this order calls for materials or goods to be supplied in accordance with Buyer’s drawings or specifications. Supplier shall indemnify Buyer and its Customers against and hold Buyer and its Customers harmless of and from all loss, damage, costs expenses, liability, claims, demands and judgments for actual or alleged infringement of any patent, trademark or copyright arising from the purchase, use or disposition of any article or material supplied hereunder, and Supplier agrees to defend any action therefore instituted against Buyer or its Customers. With the exception above noted, any price paid shall include full license to use any goods furnished for the purpose specified or normally intended.



COMPLIANCE WITH LAW – In filling this order, Supplier shall comply with all applicable federal, state, county and municipal laws, ordinances, orders and regulations. Supplier agrees to indemnify Buyer and its Customers against and hold Buyer and its Customers harmless of and from all damages, penalties, liability and loss to which they may be subjected as a result of the failure of Supplier so to comply.

LABOR REQUIREMENTS – Supplier hereby warrants that production of goods and or performance of services under this order have been or shall be done in compliance with the Fair Labor Standards Act and if applicable to this order with the Walsh-Healy Public Contracts Act and any amendments thereto as well as with the provisions of any other federal law with respect to labor relations, minimum wages, hours of employment and convict labor, now in effect or hereafter enacted, and with any and all regulations issued pursuant to each and every such act. Supplier agrees that the foregoing warranty shall be considered to be the certificate contemplated by the Fair Labor Standards Act as amended.

RIGHTS AND REMEDIES - The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies provided by law or equity. No waiver or a breach of any provision of this order shall constitute a waiver of any other or subsequent breach or of such provision.

IF THIS ORDER INDICATES THAT IT IS PLACED UNDER A GOVERNMENT CONTRACT THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE:

RIGHT TO AUDIT AND INSPECT- Buyer, at its expense, has the right to audit and review all relevant books, records, payroll data, receipts and other documents, including Seller's administrative and accounting policies, guidelines, practices and procedures, in order to substantiate any charges and other matters under this Contract. Seller will maintain and preserve all such documents for a period of four (4) years following final payment under this Contract. In addition, Buyer has the right to inspect all inventories, work-in-process, materials, machinery, equipment, tooling, fixtures, gauges, and other items related to Seller's performance of this Contract. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits or inspections by Buyer.

BUY AMERICAN ACT – Supplier warrants that the materials furnished under this order will be mined or produced in the United States or manufactured from such materials in so far as required by the Buy American Act.

NON-DISCRIMINATION – In the performance of work under this order Supplier agrees not to discriminate against any employee or applicant for employment because of race, religion, creed, color, sex age, marital status, pregnancy, nationality, origin, handicap or veteran status and further agrees to insert the foregoing provisions in all subcontracts hereunder, in accordance with EQ11246.

NOTE TO GOVERNMENT OF LABOR DISPUTES – Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Supplier shall immediately give notice thereof to the Buyer. Such notice shall include all relevant information with respect to such dispute.

COVENANT AGAINST CONTINGENT FEES – Supplier warrants that it has not employed any person to solicit or secure this order upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this order, or in its discretion to deduct from the agreed price or consideration the amount of such commissions, percentages, brokerage or contingent fees. This warranty shall not apply to commissions payable by Supplier upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by Supplier for the purpose of securing business.

OFFICIALS NOT TO BENEFIT – No member of or delegate to Congress or resident commissioners shall be admitted to any share or part of this order or to any benefit that may arise there from, but this provision shall not be construed to extend to this order if made with a corporation for its general benefit.



RENEGOTIATION - This order shall be subject to any federal law, whether heretofore or hereafter enacted and to the extent indicated therein, providing for the renegotiation of subcontracts and shall be deemed specifically incorporating such provisions. Supplier shall insert the foregoing provision in subcontracts as and to the extent required by any applicable renegotiation act, provided, however, that no renegotiation obligation shall be imposed with respect to this order or any subcontract hereunder which is not imposed by a federal law.

VINSON-TRAMMELL ACT - Unless otherwise provided by law, this order shall be subject to the Vinson-Trammell Act as amended and shall be deemed to contain all the agreements required by said Act. Supplier shall insert the foregoing provision in such subcontracts hereunder as are specified in said Act.

RAW MATERIAL – Supplier will utilize adequate control of raw material in accordance with MIL-Q-9858A, paragraph 6.1.

INSURANCE- Seller will maintain insurance coverage as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. With respect to any such insurance coverage, Seller will furnish to Buyer either a certificate evidencing satisfaction of the above-mentioned insurance requirement under this Contract or certified copies of all insurance policies with ten (10) days after Buyer requests. The certificate must provide that Buyer will receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificate of insurance and purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under this Contract.

CONFLICT MINERALS – METRIX is committed to being or becoming Democratic Republic of the Congo ("DRC") conflict free in the procurement of certain materials used in its products. METRIX has reporting obligations through its publically traded parent company to disclose whether products it manufactures contain certain "conflict minerals" (cassiterite, wolframite, columbite-tantalite, gold or derivatives) originating from the DRC or an adjoining country. Supplier agrees to adopt and implement policies, due diligence frameworks, and management systems to ensure that minerals used in any goods supplied to Buyer are conflict-free. Additionally, Supplier agrees to timely provide, upon METRIX's request and in a requested format, certain data concerning its supply chain that may be needed for applicable reporting obligations.

ANTI-TRAFFICKING – Supplier is in compliance with, and requires its subcontractors and any person under its control to materially comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights including, without limitation, human trafficking and slavery and conflict mineral sourcing, environmental protection, sustainable development and bribery and corruption, including any legislation or regulation implementing the Principles.

ROHS - Supplier is and remains solely responsible for the full compliance of delivered Goods or parts of Goods with any applicable rules and regulations ("Legislations") on restriction of hazardous substances ("RoHS") such as 2011/65/EU as of 8 June 2011, as applicable, ("EU RoHS"), the Administrative Measures on the Control of Pollution Caused by Electronic Information Goods as of 28 February 2006 ("China RoHS"), etc. and all further releases as well as all national or local regulations issued in execution of the aforesaid RoHS Legislations. Therefore all delivered Goods or parts of Goods must be suitable and fit for RoHS compliant production and sale. Supplier will complete and sign Buyer's standard Declaration of RoHS Compliance at the part number level, use appropriate systems and processes to ensure the accuracy of these determinations and maintain appropriate records to allow traceability of all products or parts of products. Insofar as products or parts of products are not supplied in accordance with the aforementioned requirements, Buyer reserves the right to cancel blanket or single orders at Supplier's expense. Supplier undertakes to duly and immediately inform Buyer of any changes affecting RoHS Compliance. In case of proven violations of national or international RoHS Compliance regulations by the Supplier, Supplier undertakes to exempt and hold Buyer harmless from any claim, liability, loss, damage, judgment and external responsibility, irrespective their legal ground, and to bear any and all harm, loss or damage arising to Buyer's disadvantage in the event of infringement