GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER

The Purchase Order and these terms and conditions constitute the entire contract between the vendor or seller named on the face thereof ("Supplier") and Wakefield Thermal Solutions, Inc., or one of its subsidiaries ("Buyer") covering the goods described in the Purchase Order (the "goods"). Supplier's acceptance of the Purchase Order shall constitute Supplier's agreement to the terms and conditions stated herein, without any modification, addition, or alteration. Commencement of performance by Supplier or acknowledgement by Supplier of the Purchase Order shall constitute Supplier's acceptance of these terms and conditions notwithstanding any contrary provisions appearing on any forms of Supplier. In the event of any inconsistencies between the terms of Supplier's form and the terms and conditions set forth below, the terms and conditions of the Purchase Order shall govern.

GENERAL TERMS AND CONDITIONS

1. SPECIFICATIONS: Supplier shall comply with any specifications stated on the face of the Purchase Order and with any applicable United States Government specifications. Upon request, Supplier shall provide Buyer with a certificate executed by an authorized representative of Supplier setting forth Supplier's agreement to comply with all such applicable specifications.

2. EXPORT/IMPORT CONTROLS: Seller hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to this Purchase Order. Seller agrees to complete and abide by the requirements contained within Buyer's Supplier ITAR Letter.

3. INSPECTION: Supplier shall grant to Buyer (or customers of Buyer or any governmental regulatory agencies) access to applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records, including the freedom to witness and audit all phases of fabrication, testing, and storage of the goods sold to the Buyer. The failure of Buyer to inspect the goods shall not be deemed to constitute acceptance of any goods which do not conform to the specifications therefore, or to waive any of the Buyer's rights or remedies arising by virtue of such defects or non-conformance. If any goods are found to be defective or otherwise not in conformity with the requirements of the Purchase Order, Buyer may, in addition to its other rights and remedies, reject such goods and require their prompt correction or their replacement at Supplier's expense, including shipping and packaging charges. Alternatively, Buyer may repair or replace such nonconforming goods at Supplier's expense.

4. SUSPECT/COUNTERFEIT PARTS: Seller represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this Purchase Order is "suspect/counterfeit parts" and certifies, to the best of its knowledge and belief that no such parts have been or are being furnished to Buyer by Seller. "Suspect/counterfeit parts" are parts that may be of new manufacture but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP). If Buyer reasonably determines that Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Buyer to remove and replace the suspect/counterfeit parts, including without limitation Buyer's external and internal costs of removing such counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged. In addition, Buyer may unilaterally terminate this order for Convenience depending on the impact of the delivery of Suspect/Counterfeit parts on the Seller's overall performance on this order. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Purchase Order.

5. QUALITY MANAGEMENT SYSTEMS: Supplier shall maintain control of its processes and systems to a level determined acceptable to the Buyer as flowed down on the face of purchasing documents or maintain the systems used for supplier approval conducted by the Buyer. Requirements for accreditation shall be verified at time of purchase order issuance and changes in QMS systems or customer, government and regulatory accreditation or certifications shall be communicated to buyer in writing prior to acceptance of additional purchase orders. The supplier shall notify Buyer of any non-conforming product and obtain approval or delegation for disposition of product that is found to be nonconforming. The supplier shall not make substitutions or alterations without prior written approval. The supplier shall notify the Buyer of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organization of approval. Supplier shall flow down to the supply chain, when used, the applicable requirements including customer requirements. Records of all activities involved in the fulfillment of the purchase order or contract shall be maintained for a minimum of seven (7) years.

6. PRICE: The Purchase Order shall not be filled at prices higher than specified herein. If price terms are omitted from the face hereof, the price of the goods shall be the lower of (i) the price last quoted or paid (whichever is later), or (ii) the prevailing market price at the time of shipment, or time and material as expressly defined by the terms of the Purchase Order. Unless otherwise provided herein, prices set forth in the Purchase Order include all applicable federal, state and local taxes and duties or other charges. Buyer shall not be responsible for charges for packing, boxing, storage or cartage, unless expressly included on the face of the Purchase Order.

7. TIME OF ESSENCE: Time is of the essence in the delivery by Supplier of goods specified in the Purchase Order. Failure of the Supplier to make delivery of goods or to provide services within the time specified on the face of the Purchase Order, or within any extension specified by written change Purchase Order, shall be a breach hereof.

8. SHIPMENT: The terms and routing of the shipment of goods shall be as provided on the face hereof, or as Buyer otherwise directs. Buyer may revise shipping instructions as to any goods not then shipped.

9. PAYMENT: The time period allowed for payment, as indicated on the face hereof, shall commence upon the later of (i) receipt of Supplier's invoice or (ii) upon receipt of the goods.

10. RISK OF LOSS: Notwithstanding any provision hereof to the contrary, title to and risk of loss of the goods shall remain with Supplier until the goods are delivered at the F.O.B. point specified in the Purchase Order, or if no such point is specified, then when the goods are delivered to Buyer. However, if the goods are of an explosive, inflammable, toxic or otherwise dangerous nature, Supplier shall hold Buyer harmless from and against any and all claims asserted against Buyer on account of any personal injuries and/or property damages caused by the goods, or by the transportation thereof, prior to the completion of unloading at Buyer's plant or warehouse.

11. WARRANTIES: Supplier warrants to and covenants with Buyer as follows: (i) Supplier will deliver to Buyer title to the goods free and clear of all security interests, liens, charges, restrictions or encumbrances of any kind, nature or description; (ii) the goods shall be free from defects in material and/or workmanship; (iii) unless otherwise specified in the Purchase Order, the goods shall be new and not used or reconditioned; (iv) the goods and their packaging shall conform to the description thereof and/or specifications therefore contained in the Purchase Order.

12. SUBCONTRACTING: Supplier agrees that it will not enter into a subcontract for the procurement of any goods covered by this Purchase Order in their complete or substantially complete form without first obtaining written approval of the Buyer.
13. REMEDIES: In the event of Supplier's breach of the Purchase Order, Buyer may take any or all of the following actions without prejudice to any rights or remedies available to Buyer by law: (i) require Supplier to repair or replace such goods, and upon Supplier's failure or refusal to do so, repair or replace the same at Supplier's expense; (ii) reject any shipment or delivery containing defective or non-conforming goods and return for credit or replacement at Buyer's option, said return to be made at Supplier's cost and risk; (iii) cancel any outstanding deliveries hereunder and treat such breach by Supplier as Supplier's repudiation of the Purchase Order. In the event of Buyer's breach hereunder, Supplier's exclusive remedy shall be Supplier's recovery of the goods or the purchase price payable for goods shipped prior to such breach.
14. PRIORITY: In the event of any conflict between the terms specified on the face of the Purchase Order and any terms of these General Terms and Conditions, the terms specified on the face of the Purchase Order shall prevail.
15. FORCE MAJEURE: For the purposes of the Purchase Order, an event of "force majeure" shall mean any or all of the following events or occurrences: strikes, work stoppages or other labor difficulties; fires, floods or other acts of God; transportation delays; acts of government or any subdivision or agency thereof; or any other cause, whether or not similar to the causes or occurrence enumerated above which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under the Purchase Order. Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Supplier's raw materials or any other supplies or materials of Supplier shall not be regarded as an event of force majeure. The party affected by a force majeure event shall give notice thereof to the other party within ten days following the occurrence thereof and shall apprise the other party of the probable extent to which the affected party will be unable to perform or will be unable to perform or will be delayed in performing its obligations hereunder. The affected party shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the other party prompt notice when that has been accomplished. Except as provided herein, if performance of the Purchase Order by either party is delayed, interrupted or prevented by reason of any event of force majeure, both parties shall be excused from performing hereunder while and to the extent that the force majeure condition exists after which the parties' performance shall be resumed. Notwithstanding the foregoing, within five days following Supplier's declaration of a force majeure event which prevents its full and/or timely delivery of the goods hereunder, Buyer may, at its option and without liability (1) require Supplier to apportion among its customers the goods available for delivery during the force majeure period: (2) cancel any or all delayed or reduced deliveries; or (3) cancel any outstanding deliveries hereunder and terminate the Purchase Order. If Buyer accepts reduced deliveries or cancels the same, Buyer may procure substitute goods from other sources, in which event this contract shall be deemed modified to eliminate Supplier's obligation to sell and Buyer's obligation to purchase such substituted goods. After cessation of a force majeure event declared by Supplier, Supplier shall, at Buyer's option but not otherwise, be obligated to deliver goods not delivered during the force majeure period. After cessation of a force majeure event declared by the Buyer, neither party shall be obligated to deliver or purchase goods not so delivered and purchased during the force majeure period.
16. TERMINATION FOR CONVENIENCE: Buyer may terminate all or part of the Purchase Order effective as of the date specified by the Buyer in accordance with the provisions of the Federal Acquisition Regulation (FAR) 52.249-2, "Termination for Convenience of the Government (Fixed Price)," which provisions, except for subparagraphs (d) and (j), are incorporated herein by reference. The terms "Government" and "Contracting Officer" shall mean "Buyer," "Contractor" shall mean "Supplier," and the phrase "1 year" is deleted each place it occurs, and "six months" is substituted in its place. The time frame for requesting an equitable adjustment is reduced to 45 days.
17. CANCELLATION FOR DEFAULT:
(a) Buyer may, by written notice to Supplier, cancel all or part of the Purchase Order
(i) if Supplier fails to deliver the goods within the time specified by the Purchase Order or any written extension; and
(ii) if Supplier fails to perform any other provision of the Purchase Order or fails to make progress, so as to endanger performance of the Purchase Order, and, in either of these two circumstances, does not cure the failure within 10 days after receipt of notice from Buyer specifying the failure; or in the event of Supplier's suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization of arrangement by Supplier for the benefit of its creditors.
(b) Supplier shall continue to supply goods not cancelled.
(c) If Buyer cancels all or part of the Purchase Order, Buyer may require Supplier
to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed goods, (ii)any partially completed goods and materials, parts, tools, dies, fixtures, plans, drawings, information and contract rights (collectively, "Manufacturing Materials") that Supplier has specifically produced or acquired for the cancelled portion of the Purchase Order. Upon direction from Buyer, Supplier shall also protect and preserve goods in its possession in which Buyer or its customer has an interest.
(d) Buyer shall pay the price specified in the Purchase Order for goods accepted.
Payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at Supplier's direct costs. Buyer may withhold from any amount due under the Purchase Order any sum Buyer determines to be necessary to protect Buyer or Buyer's customer against loss because of outstanding liens or claims of former lien holders.
18. PATENTS: It is anticipated that the goods will be possessed, used and/or sold by Buyer and/or its customers. If by reason of any of these acts a suit is brought or threatened for infringement of any patent, trademark, trade name of copyright with regard to the goods, their manufacture or use, Supplier shall at its own expense defend such suit and shall indemnify and save and hold Buyer and its customers harmless from and against all claims, damages, losses, demands, costs and expenses (including attorneys' fees) in connection with such suit or threatened suit.
19. COMPLIANCE WITH LAW: Supplier warrants that it will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its performance under the Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended, and any rules, regulations or orders issued or promulgated under such Act and Executive Order. Supplier shall indemnify and save and hold Buyer harmless from and against any and all claims, damages, demands, costs and losses which Buyer may suffer in the event that Supplier fails to comply with said Act, Executive Purchase Order, rules, regulations, or orders. Supplier further warrants that all goods sold hereunder will comply with and conform in every respect to the standards applicable to the use of such goods under the Wiliams-Steiger Occupational Safety and Health Act of 1970, as amended, and any regulations and orders issued thereunder. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by the Purchase Order shall be deemed to be incorporated herein.

20. DESIGNS, TOOLS, DRAWINGS, EQUIPMENT, ETC.: If the goods are to be produced by Supplier in accordance with designs, drawings, or blueprints furnished by Buyer, Supplier shall return the same to Buyer at Buyer's request upon completion or cancellation of the Purchase Order.

Such designs and the like shall not be used by Supplier in the production of materials for any third party without Buyer's written consent. Such designs and the like involve valuable property rights of Buyer and shall be held confidential by Supplier. Unless otherwise agreed herein, Supplier at its cost shall supply all materials, equipment, tools and facilities required to perform the Purchase Order. Title to, and the right of immediate possession of, all property furnished by Buyer to Supplier shall remain in Buyer.
Supplier agrees to maintain inventory control of all such tooling and property and to furnish inventories thereof when required by Buyer. Unless otherwise specified, Supplier shall be liable for any loss or destruction or damage to property furnished to
Supplier by Buyer and Supplier shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear or for the utilization of it in accordance with the provision of the Purchase Order. Buyer and its customers shall have the right to enter Supplier's premises at all reasonable times to inspect their property and Supplier's records with respect thereto.

21. BUYER SUPPLIED PROPERTY: Buyer makes no warranties of any nature with respect to any property it may furnish to Supplier hereunder.

22. GOVERNING LAW: The Purchase Order and all terms and conditions thereof shall be deemed to be made in the State of New Hampshire and shall in all respects be construed and governed by the laws of that State.

23. INDEMNIFICATION: Supplier shall indemnify and save and hold Buyer harmless from and against any and all damages losses, demands, costs and expenses arising from claims by third parties for property damage, personal injury or other losses or damages arising from Supplier's breach of its obligations hereunder, including without limitation, those set forth in paragraphs 8, 16 and 18 of the Purchase Order.

24. PUBLICITY: Without Buyer's prior written approval, Supplier shall not and shall require that its subcontractors or suppliers shall not, release any publicity, advertisement, news release or denial or confirmation of the same, regarding any Order or Products, or the program to which they may pertain. Supplier shall be liable to Buyer for any breach of such obligation by any subcontractor or supplier.

25. MISCELLANEOUS

(a)The Purchase Order may be performed and all rights hereunder against Supplier may be enforced, wholly or in part, by Buyer or any one or more of the corporations now or hereafter subsidiary to or affiliated with Buyer. (b)The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision. (c)Supplier shall not assign its rights or obligations under the Purchase Order without the prior written consent of Buyer. (d) Supplier shall not insure the goods for Buyer's account unless the terms of the Purchase Order so require. (e)Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Buyer on the Purchase Order or any other forms delivered to Supplier shall be subject to correction. (f) The entire understanding and agreement of the parties with respect to the transactions contemplated by the Purchase Order is contained in this document, and any prior understandings, agreements, and representations, oral or written, shall be deemed superseded and merged herein. Any modification hereof, to be valid, must be in writing and executed by both parties.