1. ACCEPTANCE OF ORDER

Unless Seller notifies Purchaser in writing within ten (10) days of receipt of this Purchase Order, receipt by Seller of the signed Purchase Order or the initiation of performance under the Order shall constitute acceptance of the Order by the Seller, including all of the terms and conditions herein. This Order expressly limits acceptance to the terms stated herein. Any additional or different terms proposed by Seller are rejected unless expressly agreed to in writing by an authorized representative of the Purchaser's Purchasing Department.

2. FOREIGN TRANSACTIONS AND EXPORT CONTROL

Seller, at its own expense, agrees to comply with all laws and regulations of the United States related to exports, imports, and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130 inclusive of subsection 122.1 "Registration Requirements"), the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774), and the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M). Seller also agrees to bear sole responsibility for all regulatory record keeping associated with the use of licenses and license exceptions/exemptions. New England Keyboard, Inc. may deem Seller's failure to comply with the requirements of this Clause a material failure to perform under this Purchase Order that shall subject Seller to termination in accordance with Clause 16, Termination for Default.

Any receiving party (or person) who engages in the business of either manufacturing or exporting defense articles or furnishing defense services is required to register with the Directorate of Defense Trade Controls. As defined in ITAR subchapter 122.1(a) engaging in the business of manufacturing or exporting defense articles or furnishing defense services requires only one occasion of manufacturing or exporting a defense article or furnishing a defense service. Manufacturers who do not engage in exporting must nevertheless register. Refer to the Department of State website www.pmddtc.state.gov for more detailed information relative to your obligations under this ITAR regulation.

New England Keyboard, Inc. may deem Seller's failure to comply with the requirements of this Clause a material failure to perform under this Purchase Order and that shall subject Seller to termination in accordance with Clause 17, Termination for Default.

3. EXPORT COMPLIANCE CONTROL

With regard to this Agreement the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign national, firm, or country, including non-U.S. Persons (22 CFR 120.14 and 120.15) employed by, visiting, or otherwise associated with the receiving party. No equipment or technical data may be exported from the United States without first complying with all requirements of the ITAR and/or EAR, including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party shall indemnify and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this clause or the ITAR and EAR.

4. PREFERENCE FOR DOMESTIC SPECIALTY METALS

Purchaser is compliant with the US Government Department of Defense statutory restrictions on the acquisition of specialty metals not melted or produced in the United States pursuant to the National Defense Authorization Acts for Fiscal Years 2007 and 2008. Seller, where applicable, and at its own expense, agrees to comply with all laws and regulations as promulgated by the aforementioned National Defense Authorization Acts In addition Seller agrees to indemnify Purchaser against all claims, whether on account of negligence or otherwise; arising out of or resulting from Seller's performance of this order. Refer to the US Government website www.regulations.gov for more detailed information relative to your obligations therein.

5. QUANTITIES AND PRICES

Purchaser's count shall be accepted as conclusive on all shipments not accompanied by a packing slip. Purchaser reserves the right to reject and return any material in excess of the quantities specified herein. To the extent that the prices for articles or services ordered hereunder are not specified herein, unless otherwise agreed by Purchaser, the prices shall be those applicable to Purchaser's last preceding order for a comparable quantity, or if there is none such, then Seller's last preceding quotation for the same.

6. WARRANTIES

Seller expressly warrants that all articles, materials, parts and work covered by this order will conform to the specifications, drawings, samples, or other description furnished or adopted by Purchaser or otherwise referenced in this order and shall be merchantable, of good workmanship and material, and free from defects. These warranties are in addition to any other warranties specified here in, made by the Seller, or implied by law, and shall survive acceptance and payment. In case of ambiguity in specifications, drawings or other requirements of this order, Seller, before proceeding, must consult Purchaser, whose written interpretation shall be final.

7. NOTIFICATION OF SUPPLIERS FACILITY OR PROCESS CHANGE

Supplier, pursuant to this Article and unless superseded by additional requirements attached to and made part hereof, shall keep Buyer informed of all changes that may impact the quality of the Products or Services being provided under the Agreement. These changes include (i) a change in the manufacturing, assembly or test location; or (ii) removal or reduction of inspection or test procedures and/or methods associated with the Product or Services; or (iii) any major changes in material, manufacturing process, the Services or the design of the Products. The Supplier agrees to flow down the substance of this clause to its Suppliers.

8. INSPECTION

*** * * C of C is required with all shipments * * ***

All articles, parts, materials, and workmanship entering into the performance of this order are subject to 100% inspection and testing by Purchaser and the Government before and after delivery, notwithstanding prior acceptance or payment. No preliminary inspection by or on behalf of Purchaser or the Government shall be deemed to constitute acceptance or relieve Seller of its own obligation to make full and adequate test and inspection. Seller agrees to furnish all reasonable facilities and assistance for tests and inspections to be made on its premises by or on behalf of Purchaser or the Government. Any article, part, material, or workmanship not accepted may be held by Purchaser, after notice of rejection to Seller, at Seller's risk and expense and subject to Seller's order, or at the option of Purchaser, and in addition to Purchaser's other rights. Seller shall replace the same or reimburse Purchaser for its expenses of rework, inspection, transportation, and repackaging. Seller shall pay the cost of all Purchasers' articles, parts or material that may be damaged by any improper workmanship on the part of Seller.

9. DELIVERY

Time is of the essence in this order. Seller must make deliveries in accordance with the delivery schedule specified herein. If for any reason the Seller cannot or will not make delivery by the time specified, Seller shall immediately notify Purchaser to that effect and the reasons therefore. Purchaser reserves the right to reject or return at Seller's risk and expense all articles or materials shipped which are in excess of or in advance of the time specified for delivery or to defer payment for advance deliveries until the specified delivery dates. Acceptance of late deliveries shall not be deemed to be a waiver of purchaser's rights arising from late deliveries.

10. TERMINATION

Purchaser may terminate this order or work under this order in whole or in part by written notice to Seller. Upon termination of this order, the respective rights and duties of Purchaser and Seller shall be in accordance with Federal Acquisition Regulation (FAR) 52.249-2 (if this order is a Fixed Price Contract), or FAR 52.249-6 (if this order is a Cost Reimbursement Contract), unless termination is for the unexcused default of Seller. Excusable default of Seller hereunder shall be defined under the applicable FAR section cited above.

11. NONDISCLOSURE OF TRADE SECRETS

Seller agrees that the nature of said materials, specifications, and drawings, and the purposes for which the same are furnished by Purchaser to Seller shall be kept in strict confidence and shall be revealed only to Seller's employees to the extent necessary. These provisions shall also apply to Government property furnished or supplied hereunder as part of a Government contract and, when so directed by Purchaser, Seller shall mark Government property with drawing and property numbers.

12. DAMAGES AND RISK OF LOSS

Seller assumes all responsibility for risk of loss or other damages to all articles and materials ordered hereunder or in its custody pursuant hereto, until delivered to Purchaser, f.o.b. its shipping point specified on the face hereof.

In no event shall Purchaser be liable for anticipated profits or for damages on account of negligence or for incidental or consequential damages.

13. CLAIMS

Seller agrees to indemnify Purchaser against all claims, whether on account of negligence or otherwise, asserted by any persons other than Purchaser's employees, arising out of or resulting from Seller's performance of this order. Upon request by Purchaser, Seller agrees to furnish certificates in form satisfactory to Purchaser, evidencing adequate coverage for the benefit of both Seller and Purchaser as to workmen's compensation, occupational disease, unemployment compensation, fire and extended coverage, and public liability, including contractual liability on both owned and non-owned vehicles.

14. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contracts Compliance are incorporated herein by specific reference.

15. DUTY DRAWBACK RIGHTS

This order includes all related Customs Duty and Import Drawback Rights, if any (including the Rights developed by substitution and Rights which may be acquired from Seller's suppliers) which Seller can transfer to Purchaser. Seller agrees to inform Purchaser of the existence of any such Rights and upon request to supply such documents as may be required to obtain such Drawback.

16. PAYMENT

Invoices shall contain the following information: Purchase Order number, item number, description of articles, sizes, quantities, unit prices and extended totals. Purchaser may make adjustments in Seller's invoices due to shortages, late delivery, rejections, or other failure to comply with the requirements of this order before payment. Cash discounts will be taken from the date of material receipt. Payment shall not constitute final acceptance.

17. PATENTS

Except for Purchaser's designed articles, Seller agrees, at its own expense, to defend Purchaser, Purchaser's customers, and users of Purchaser's products, and to hold them harmless, with respect to any and all claims for articles furnished by Seller under this order that infringe any Letters Patent, and with respect to any and all suits, controversies, demands, and liabilities arising out of any such claim.

*** * * C of C is required with all shipments * * ***

18. DISCLOSURE OF INFORMATION

Except as required by law or regulation the Seller shall not release to anyone outside the Seller's organization any information pertaining to any part of this order without prior written approval of the Purchaser

19. ELECTRONIC COMPONENTS REQUIRMENTS

All goods delivered must consist of new material only and any electronic components must be from OEM / OCM manufacturers, which also include subassemblies. The subcontractor (distributor) must provide a C of C that shows traceability back to the original OEM / OCM to insure that no counterfeit parts are being supplied to NEK. If for any reason, Supplier is unable to provide a viable C of C, it is their responsibility to inform NEK in writing and the components must be placed on hold. If NEK chooses to accept the product, we will respond in writing prior to shipment to NEK.

20. CONFLICT FREE MINERALS REQUIREMENT

New England keyboard Inc. requires all suppliers to source titanium, tungsten, gold, and tin from smelters validated as compliant to a CFS protocol using the CFS Compliant Smelter List. Conflict free mineral reporting forms must be kept on file from all second-tier suppliers

*** * * C of C is required with all shipments * * ***