

**CHAMBERLAIN MACHINE LLC,
TERMS AND CONDITIONS OF PURCHASE
T&C-001 Revision A**

Any offer to purchase by Chamberlain Machine LLC, ("Chamberlain") as well as any acceptance by Chamberlain of an offer from a seller to Chamberlain (a "Seller") is expressly made conditional upon Seller's assent to these Terms and Conditions of Purchase. Seller's performance of any of its obligations under a Purchase Order or other acceptance issued by Chamberlain will be conclusive evidence of such assent. The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of Chamberlain, will constitute the entire agreement and understanding of Chamberlain and Seller. Chamberlain hereby objects to any term(s) or condition(s) set forth in any communication, printed or otherwise, including, but not limited to, any proposal, quotation, sales agreement, acknowledgement, invoice, or other document, from Seller to Chamberlain, or which otherwise would be deemed established by any course of dealing or custom in the trade, which are in any way different from, inconsistent with or in addition to the terms and conditions set forth herein. Such different, additional or inconsistent terms will not become a part of the contract between Chamberlain and Seller and will not be binding upon Chamberlain. If Seller objects to any term or condition set forth herein, this objection must be in writing and received by Chamberlain at 17 Huntington Lane Walpole, NH 03608 prior to performance by Seller. Failure by Chamberlain to object to terms contained in any communication from Seller will not be a waiver of the terms set forth herein. Seller shall not condition its performance upon the abrogation or modification of any of the terms and conditions set forth herein, and any such condition shall be null and void.

ACCEPTANCE OF ORDERS. For the purposes of these Terms and Conditions, the term 'Products' shall include both physical goods and services provided by the Seller, unless otherwise specified. Chamberlain will have the right to accept or reject any quote or offer, and to accept the same in part, in its sole discretion. Chamberlain will not be deemed to have accepted any quote or offer (or any portion thereof) for products from Seller until such quote or offer shall have been approved by Chamberlain in writing. Acceptance of Chamberlain's purchase order by the Seller constitutes acceptance without exception of Chamberlain's terms and conditions, purchase order requirements, supplier requirements ("QPF 12.3"), applicable drawing, specification, regulatory and statutory requirements.

PRICE/DELIVERY TERMS. Unless otherwise stated on Chamberlain's purchase order or other acceptance, price and delivery terms are F.O.B. Destination. All prices are as set forth on Chamberlain's purchase order or the otherwise accepted Seller offer. No price will be increased without the prior written consent of Chamberlain. Prices include any applicable tax or other government charge or assessment upon the sale, shipment, production or use of the product or service ordered or purchased hereunder.

Chamberlain shall provide Seller a delivery schedule for the products. Time is of the essence for delivery. Seller acknowledges that if delivery of the products is not made on or before the date of delivery specified by Chamberlain that Chamberlain may suffer or incur consequential and special damages and Seller shall be liable to Chamberlain for any such damages sustained by Chamberlain. In the event Chamberlain reasonably believes that complete delivery will not be made in accordance with the delivery schedule provided to Seller, Chamberlain shall have the right to avail itself of any remedy provided by law, including, without limitation, the right to procure substitute products and recover from Seller the difference between the cost of such recovery and the price stated on the Purchase Order, together with any special or consequential damages related to such recovery.

PAYMENT. Unless otherwise agreed upon in writing signed by both parties or stated on Chamberlain's Purchase Order, standard payment terms are net thirty (30) days from delivery.

INSPECTION/ACCEPTANCE/RETURN Chamberlain shall have a reasonable time following delivery of the products to inspect the products. The products shall not be deemed accepted until those inspections are completed. Chamberlain will have the right to return (at Seller's sole cost and expense), and receive full credit for, any products which Chamberlain deems, in its reasonable discretion, to be unacceptable. Title to the products shall be deemed to be conveyed to Chamberlain only upon acceptance.

REPRESENTATIONS, WARRANTIES, AND COVENANTS. Seller represents, warrants and covenants that: (a) Seller is duly organized, validly existing, and in good standing under the laws of the state or country of Seller's origin; (b) Seller has all requisite power and authority to enter into this agreement and to carry out and perform its obligations under the terms of this agreement; (c) this document has been duly authorized, executed, and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms; (d) the execution, delivery, and performance of and compliance with this agreement does not and will not conflict with, or constitute a default under, or result in the creation of, any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of Seller, nor result in any violation of (i) any term of Seller's governing documents, (ii) in any material respect, any term or provision of any mortgage, indenture, contract, agreement, instrument, judgment or decree, or (iii) to the best of Seller's knowledge, any order, status, law, rule or regulation applicable to Purchaser, the violation of which would have a material adverse effect on Seller's business or properties; and (e) all information provided by Seller to Chamberlain to become an approved vendor was and remains true and correct in all respects.

PRODUCT WARRANTY. Seller expressly warrants that (i) its product or service is free from defect in materials and workmanship at the time and place of delivery to Chamberlain; (ii) the products furnished hereunder will be of the quantity and quality specified; (iii) all products provided will conform in all respects to all specifications, representations, and descriptions provided by Seller to Chamberlain, whether herein or in any other communication; (iv) all the products provided conform to, have been manufactured, and are being sold in accordance with all applicable laws, rules, regulations, and directives of each government entity having jurisdiction over Seller, the products, and the delivery thereof; and (v) all products provided are fit for any ordinary or known particular purpose. Chamberlain reserves all rights and remedies available to it under applicable law in relation to any breach of any of the warranties set forth herein.

INDEMNIFICATION. Seller hereby agrees to indemnify, defend and hold harmless Chamberlain, its officers, directors, employees and agents, from and against any loss or liability (including damages, losses and liability associated therewith, expenses of defending a third party claim and reasonable attorneys' fees which arises out of, or is in any way connected to (a) any breach by Seller of any warranty, representation, or agreement contained herein, (b) the performance of Seller's rights, duties and obligations herein, including without limitation Seller's manufacture, distribution, sale, and/or delivery of the products, (c) the acts, omissions or negligence of Seller, (d) violation by Seller of the intellectual property rights of any person or entity, or (e) any injury (including death and violation of rights of privacy) to persons or damages to property caused directly or indirectly by the negligence or acts or omissions of Seller. **IN NO EVENT WILL CHAMBERLAIN BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS HOWSOEVER ARISING.**

TITLE AND RISK OF LOSS. Title to all product will pass to Chamberlain when the products are accepted by Chamberlain. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Chamberlain.

CHANGE IN OWNERSHIP OR LOCATION. In the event of a sale of, or a partial or total change of ownership in, Seller or of any of Seller's approved locations (collectively, a "Material Change"), Seller will immediately notify Chamberlain. The new owner(s), additional location(s) must apply to Chamberlain for approval as an authorized vendor to Chamberlain. Seller will not be eligible to provide Chamberlain products unless Chamberlain approves each such application in writing. In any event, upon a Material Change, Chamberlain shall have the right in its discretion to cancel or terminate immediately, in whole or in part, all agreements with or obligations to Seller.

BOOKS AND RECORDS. Seller will maintain true, correct and complete books and records relating to its activities under these Terms and Conditions, including without limitation, any and all invoices provided by Seller to Chamberlain and any and all records relating to the shipment or delivery of products to Chamberlain. Seller will preserve such books and records for at least three (3) years and will permit Chamberlain to inspect and copy such books and records upon request. If any inspection of Seller's books and records performed by Chamberlain or its authorized representatives result in a downward adjustment in amounts payable by Chamberlain of more than five percent (5%) in any periodic payment due hereunder, Seller shall be obligated to remit within fifteen (15) business days any overpayments and shall also pay to Chamberlain (i) interest on any overpayments not repaid within fifteen (15) business days the lower of the rate of one-and-a-half percent (1.5%) per month or the highest amount permitted under applicable law; and (ii) all expenses incurred by Chamberlain in collecting amounts due hereunder, including, but not limited to, reasonable attorneys' fees.

CHAMBERLAIN TRADEMARKS. Seller will have no right to use any of CHAMBERLAIN's trademarks, trade names or service marks, including but not limited to the name and mark "CHAMBERLAIN," (collectively, the "Marks") except as expressly authorized in writing by Chamberlain.

MODIFICATIONS AND CANCELLATIONS. These Terms and Conditions of Purchase may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of Chamberlain. Chamberlain may treat any attempted modification, termination, or repudiation by Purchaser to which it does not assent in writing, as a breach of these Terms and Conditions of Purchase. Seller may not modify or cancel orders once accepted.

REMEDIES FOR SELLER DEFAULT OR BREACH. Upon any breach by Seller, or failure by Seller to comply with any of these Terms and Conditions of Purchase, or if Seller becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Seller becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, Chamberlain may immediately cancel or terminate any and all agreements with or obligations to Seller relating to purchases of products, in whole or in part, which may result in termination of Seller's relationship with Chamberlain and to recover from Seller all of Chamberlain's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. In addition, Seller acknowledges and agrees that its breach of any provision of this document may result in immediate and irreparable damage to Chamberlain in which event Chamberlain shall be entitled to equitable relief by way of temporary, preliminary and permanent injunctions, and such other and further relief as any court of competent jurisdiction may deem just and proper. All remedies in these Terms and Conditions of Purchase will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability." The exercise or failure to exercise any remedy by Chamberlain will not preclude the exercise of the same or other remedies under these Terms and Conditions of Purchase.

CONFIDENTIAL INFORMATION. Seller acknowledges that it may be entrusted with confidential information of Chamberlain, including without limitation, information relating to the business, operations, customers, pricing or underlying technology of Chamberlain. Seller shall take all commercially reasonable care to avoid disclosure or unauthorized use of the confidential information to or by any other person or entity. Seller shall not use the confidential information for purposes other than those necessary to further the purposes of this document. Seller shall not disclose the confidential information to third persons or outside parties without the prior written consent of Chamberlain. If Seller is required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity of competent jurisdiction to disclose confidential information in its possession, custody or control, Seller shall: (a) give at least thirty (30) days prior written notice of such disclosure to Chamberlain; (b) use its best efforts to limit such disclosure; and (c) make such disclosure only to the extent so required. Seller's obligations hereunder with respect to confidential information shall survive indefinitely.

APPLICABLE LAW/LIMITATIONS. These Terms and Conditions of Purchase, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of Maine, without regard to its conflict of laws rules. Seller hereby consents to the exclusive jurisdiction of the state and federal courts located in the State of Maine for resolution of all claims, differences and disputes that the parties may have regarding this document.

FORCE MAJEURE. If performance hereunder by Chamberlain, other than the payment of money, is delayed or prevented by any cause or causes beyond Chamberlain's control, Chamberlain shall be entitled to suspend its duty to perform for as long as the circumstances amounting to force majeure continue. Force majeure circumstances shall include without limitation adverse weather conditions, industrial action, war, fire, accidents, delay by supplier, difficulties in transport, breakdown in machinery or plant, shortage of materials or labor and other similar circumstances. In no event shall Chamberlain be liable for any cost, loss or damage arising out of suspension of its duty to perform under this clause.

MISCELLANEOUS. Chamberlain will not be deemed to have waived any provision of these Terms and Conditions of Purchase or any breach by Seller of any provision of these Terms and Conditions of Purchase, unless specifically set forth in writing and executed by an authorized officer of Chamberlain. No waiver by Chamberlain of any provision of these Terms and Conditions of Purchase of any breach by Seller hereunder will constitute a waiver of such provision or breach on any other occasion. The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition. Nothing herein is intended to create and shall not be construed to create, a partnership, joint venture, franchise, or employment relationship between Chamberlain and Seller. Seller shall have no authority to, and shall not, bind Chamberlain to any obligations, except as may be expressly set forth herein, or as otherwise agreed to and approved in advance, in writing, by Chamberlain.