1. ACCEPTANCE: This purchase order (this “Agreement” or “purchase order”) constitutes an offer by Buyer to purchase the goods or services specified on the reverse side hereof (the “Goods” or the “Services”). For purposes herein, “Seller” shall mean a wholly-owned subsidiary of Electro-Matic Ventures, Inc. Seller’s ACCEPTANCE OF THIS OFFER IS LIMITED TO THE EXPRESS TERMS AND CONDITIONS OF THIS AGREEMENT. ANY ADDITIONAL TERMS OR CONDITIONS NOT AGREED TO BY SELLER IN WRITING SHALL NOT BE PART OF THIS AGREEMENT, EVEN IF THEY ARE INCLUDED IN ANY SUBSEQUENT ORDER FORMS (EVEN IF SIGNED BY BUYER) OR OTHERWISE PRESENTED BY SELLER, ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING VIA A WRITTEN PURCHASE ORDER OR CHANGE ORDER ISSUED BY BUYER. If Seller accepts the offer upon its written acceptance of, or its commencement of performance under, this Agreement.

2. PACKING LIST REQUIREMENTS: Seller shall comply with the following packing list requirements: (a) packing lists must accompany all orders shipped to Buyer; (b) packing lists shall contain, without limitation, the following information: Buyer’s purchase order number; Seller’s part number; and, the number of quantity of the Goods shipped; (c) the Goods shall be shipped in the same order as they appear on Buyer’s purchase order; (d) a separate packing list is to be prepared for each package and purchase order; and (e) where it is not possible to pack all the Goods ordered under a purchase order in one shipping container, the packing list shall: (i) identify, by type, the number of Goods included in the container and the total quantity of such Goods ordered; (e) X of quantities of Goods, (ii) list the package number and total number of packages in the shipment (i.e., package X out of Y packages).

3. PACKAGING AND LABELING REQUIREMENTS: Seller shall pack and mark the Goods according to Buyer’s instructions, which include, without limitation, the following: (a) attachment of a Buyer-approved label to each package; which shall include, without limitation, the following information: Buyer’s purchase order number, the dock number, and the description and quantity of the Goods enclosed; (b) marking and labeling each package with care instructions, handling information, and safety information, if any; (c) specifically labeling each package and shipment containing hazardous material; and (d) consecutively numbering each package in a shipment in the following format: X of Y packages. In addition to other information specified by Buyer, Seller shall agree to list Buyer’s purchase order number on all invoices, bills of lading, and shipping orders.

4. DELIVERY: Seller shall comply with the delivery requirements stated on the reverse side hereof and as follows: (a) Seller shall deliver the Goods to Buyer’s offices and/or warehouses in Farmington Hills, Michigan (as directed by Buyer); (b) Seller shall keep Buyer’s offices and/or warehouses free of all obligations for the time being for the Goods until actually accepted by Buyer; (c) orders shall be delivered complete as ordered; (d) the Goods must arrive by the required delivery date unless otherwise instructed by Buyer; (e) Seller shall pay the costs incurred in connection with the transportation of the Goods to Buyer and such costs shall be paid by Buyer before the Goods are delivered to Buyer. Buyer may inspect the Goods during the hours directed by Buyer. In addition, Seller shall meet carrier requirements and assure delivery of the Goods free of damage and deterioration.

5. PRICING AND PAYMENT TERMS: (a) Price: The prices of the Goods and/or Services stated on the reverse side hereof are firm and not subject to change, unless otherwise agreed upon in writing. (b) Payment terms: (as evidenced by an authorized amendment to this Agreement) provided, however, that if Seller reduces its prices for the Goods and/or Services prior to the payment due date, Seller will immediately reduce the amount owing to Buyer for such Goods and/or Services. Subject to the prices stated on the reverse side of this Agreement are complete and that no additional charges, including, without limitation, charges for boxing, packing, or cartage, will be added. (c) Payment: Buyer will pay for the Goods and/or Services within sixty (60) days from the date of Buyer’s receipt of Seller’s invoice for same, unless otherwise expressly stated on the reverse side hereof.

6. CHANGE ORDERS: Buyer reserves the right to make changes, at any time and of any kind, to this Agreement. Any changes shall be effected by a written change order.

7. TERMINATION AT BUYER’S OPTION: Buyer may terminate this Agreement at any time without cause, in whole or in part, by written notice to Seller. Upon receipt of such notice, Seller shall, to the extent and on the date specified in such notice (the “Termination Date”), terminate all orders and subcontracts and all Services that relate to the terminated Agreement. Within sixty (60) days after the Termination Date, Buyer shall pay to Seller the following amounts as full and complete settlement of all claims of Seller with respect to the terminated Agreement: (a) With regard to all Goods, other than Specially Manufactured Goods (as defined in subsection (b) below), Buyer will pay to Seller the price of all such conforming Goods accepted by Buyer as of the Termination Date. (b) Buyer will pay to Goods or Services ordered under this Agreement not conforming to any specifications or requirements agreed to by Buyer, as well as the documented costs to Seller of the work in progress and raw materials allocable to the Specially Manufactured Goods which are not in excess of any prior Buyer authorization. (c) Seller will indemnify and hold Buyer harmless against any claims, damages, losses, costs or expenses, including attorneys’ fees, or any other liability of any nature incurred by reason of the sale of the Goods or performance of the Services covered by this Agreement which may arise from actual or claimed infringement of any trademark, patent, copyright or other intellectual property rights, misappropriation of trade secrets or other rights of Seller or others specifically in connection with the performance of this Agreement (the “Confidential Information”). Seller shall not: (i) divulge or use the Confidential Information for the benefit of itself or any other party, (ii) not make copies of the Confidential Information, or permit any copies to be made, without Buyer’s prior written consent. (iii) not reproduce the Confidential Information, or any part thereof, directly or indirectly, the Confidential Information or any data or information derived therefrom for any purpose other than to perform this Agreement without obtaining Buyer’s prior written consent. All Confidential Information, and any copies thereof, shall be returned to Buyer: (i) with Seller’s last invoice, (ii) upon the termination of this Agreement, and (iii) upon Buyer’s request. Seller acknowledges that the Confidential Information may be covered by one or more patents, patent applications, or copyrights and that Seller shall obtain no rights in such intellectual property.

8. INDEMNIFICATION: Seller shall indemnify and hold Buyer and its customers harmless against any claims, damages, losses, costs or expenses, including attorneys’ fees, or any other liability of any nature incurred by reason of the sale of the Goods or performance of the Services covered by this Agreement which may arise from actual or claimed infringement of any trademark, patent, copyright or other intellectual property rights, misappropriation of trade secrets or other rights of Seller or others specifically in connection with the performance of this Agreement (the “Confidential Information”). Seller shall not: (i) divulge or use the Confidential Information for the benefit of itself or any other party, (ii) not make copies of the Confidential Information, or permit any copies to be made, without Buyer’s prior written consent. (iii) not reproduce the Confidential Information, or any part thereof, directly or indirectly, the Confidential Information or any data or information derived therefrom for any purpose other than to perform this Agreement without obtaining Buyer’s prior written consent. All Confidential Information, and any copies thereof, shall be returned to Buyer: (i) with Seller’s last invoice, (ii) upon the termination of this Agreement, and (iii) upon Buyer’s request. Seller acknowledges that the Confidential Information may be covered by one or more patents, patent applications, or copyrights and that Seller shall obtain no rights in such intellectual property.

9. ADDITIONAL REMEDIES: In addition to any other rights or remedies Buyer may have, Buyer shall have the following rights and remedies: (a) In the event Buyer determines that Seller shall hold non-conforming Goods in accordance with Seller’s instructions, Buyer shall not be responsible for any costs associated with the removal of the non-conforming Goods. Any proceeds received by Buyer from the disposition of non-conforming Goods shall be applied first to Buyer’s costs of storage, handling, and transportation of the non-conforming Goods and, then, otherwise remitted to Seller.