

**SENIOR OPERATIONS LLC
TERMS AND CONDITIONS OF SALE**

1. ACCEPTANCE.

If this writing differs in any way from the terms and conditions of Buyer's order or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then Senior Operations LLC's ("Seller") acceptance is EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN BUYER'S WRITING. Further, this writing shall be deemed notice of objection to such terms and conditions of Buyer. If this writing is construed as an offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. In any event, Buyer's acceptance of the goods shall manifest Buyer's assent to Seller's terms and conditions. No addition to or modification of these items will be effective unless set forth in writing and agreed to by Seller.

2. TERMS OF PAYMENT; PRICING.

(a) Net Cash thirty (30) calendar days after date of invoice. Invoices will be dated as of the date of shipment. A Service Charge on any unpaid balance will be charged at the rate of 1.5% per month beginning thirty-one (31) calendar days after date of invoice.

(b) Buyer hereby grants to Seller a security interest in all Products and in all proceeds thereof, until the complete purchase price and all additional costs and charges are paid by Buyer. At the request of Seller, Buyer hereby agrees to execute such documents reasonably required to perfect Seller's security interest in the Products.

(c) Buyer shall have no right to withhold or offset any amount due Seller because of any claim by Buyer against Seller pursuant to the Order or any other order or agreement.

(d) Seller reserves the right to make any revision in price or prices on an unshipped balance of a Buyer's order by giving Buyer a written notice of the revision in price not less than thirty (30) days prior to the effective date of the revision. Buyer shall be deemed to have agreed to such revision unless Buyer by written notice shall refuse such price revision within ten (10) days of receipt of notice of revision. Buyer's refusal of price revision shall give Seller the option of canceling that portion of Buyer's order to which the price revision is applicable, or completing the Buyer's order at the original price quoted for the order.

3. OTHER CHARGES.

(a) Minimum Charges. Because of the cost of handling small orders, Seller reserves the right to make a minimum billing charge of not less than one hundred dollars (\$100.00).

(b) Tool Charges. New tools required for the manufacture of any special products may be charged to Buyer if specified by Seller. Such tools shall remain the sole property of the Seller and will be retained in Seller's possession for any use, including filling orders from Buyer. If, however, Seller has received no orders from Buyer within two (2) years from the date of the last order requiring the use of such tools, Seller may dispose of or use such tools as Seller sees fit without accounting to Buyer for use or disposition of any proceeds there from.

(c) Transportation Charges. All insurance and shipping charges are the responsibility of Buyer.

(d) Taxes. Prices quoted by Seller are exclusive of all city, state or federal taxes. Any and all present or future taxes or other governmental fees, duties, imposts, impositions or charges upon the production, shipment or sale of Products shall be the responsibility of Buyer. Any such taxes paid by Seller at any time will be repaid by Buyer.

(e) Cancellation Charges. When an order is cancelled by Buyer, such charges as may be allocable to the cancelled order or portion thereof, shall be based upon Seller's standard commercial practice, which shall include, but not be limited to, reimbursement for all lost profits and other consequential damages.

(f) Packaging. Seller will use reasonable means to comply with any packaging requests made by Buyer. Any extra costs due to compliance with

such requests shall be charged to Buyer. If no packaging requests are made by Buyer, Seller shall comply with Seller's customary shipping method used for such Products.

4. TITLE AND RISK OF LOSS.

Title to and risk of loss of the Products herein described shall pass to Buyer upon delivery of said Products to a carrier at Seller's plant.

5. CREDIT.

Seller reserves the right in its sole judgment to require satisfactory security before shipment of Products to Buyer. If Buyer defaults in payments, Seller, at its option, may defer further shipment until Buyer re-establishes satisfactory credit, or Seller may cancel the unshipped portion of the Order without any liability on the part of Seller for failure to ship.

6. FORCE MAJEURE.

Seller shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstance beyond its control, including, but not by way of limitation, any failures or delays in performance caused by any strikes, lockouts, or labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of the United States of America or with the orders or policies of any government authority, delays in transit or delivery on the part of transportation companies or communication facilities, or failures of source materials, including price increases of such source materials that affect Seller's ability to perform. In such event, Seller may, at its option, be excused from performance or allocate deliveries as Seller, in its sole discretion, deems appropriate.

7. SPECIFICATIONS.

(a) Seller's products are manufactured to Seller's standard specifications with allowable variations for the Product. Products are manufactured to Buyer's design or specifications only by express agreement between Seller and Buyer.

(b) Products are subject to Seller's factory inspection. Any further inspection at Buyer's request, if agreeable to Seller, is at the Buyer's expense.

8. CLAIMS/RETURNS.

No claim for credit for alleged shipping, quality, freight, or pricing adjustment shall be valid unless presented to Seller in writing within thirty (30) days after receipt of Product. Failure to file such a claim within thirty (30) days shall constitute unqualified acceptance of Product by Buyer. No Product shall be returned to Seller without prior written authorization of Seller.

9. SOLE AND EXCLUSIVE WARRANTY.

(a) Seller expressly warrants that the Products provided to Buyer will be free from any liens or encumbrances and that good title to said Products will be conveyed to Buyer by sale of same. Seller also warrants that the Products will be free from defects in material and workmanship for a period of one (1) year ("Warranty Period") after shipment. This warranty does not cover any Products which: (i) have been misused or modified by a party other than Seller; (ii) have not been properly installed; (iii) have been subject to unusual stress; (iv) have not been properly maintained; or (v) have a defect that has not been reported to Seller during the Warranty Period. In the event of breach of the warranty, Buyer's sole and exclusive remedy, and Seller's sole and exclusive obligation shall be, at Seller's option, the repair or replacement of the defective Products.

(b) THE WARRANTY SPECIFIED ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY TO BUYER FOR THE PRODUCTS AND IS IN LIEU OF ANY OTHER WARRANTY WHETHER ORAL, WRITTEN, EXPRESS, OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE

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IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY.

(a) In no event shall Seller be liable for any special, indirect, consequential, incidental, or punitive damages, whether arising under contract, warranty, tort, negligence, strict liability or any other theory of liability, including but not limited to loss of profits, loss of use of the Products, or loss of goodwill.

(b) Notwithstanding whether any remedy fails of its essential purpose or otherwise, in no event shall Seller's liability for any Products supplied hereunder exceed the purchase price paid by Buyer to Seller for the applicable Products, regardless of whether the claim is based on contract, tort, warranty or any other theory of liability.

11. INDEMNIFICATION.

Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees), regardless of the theory of liability, incurred by or threatened to Seller in connection with any modifications to the Products by Buyer, the incorporation of Products into any product, the extension of any warranties beyond those provided herein, or any other acts or omissions of Buyer related to the sale or distribution of the Products.

12. TERMINATION.

(a) Seller may terminate this Order for convenience upon 30 days written notice to Buyer.

(b) Seller may terminate this Order immediately by written notice to Buyer without liability or further obligation hereunder if Buyer breaches any provision, term or condition of the Order (or Seller anticipates such breach) and Buyer shall be liable for all damages, losses and liability that Seller incurs directly or indirectly resulting from Buyer's breach, including, without limitation, attorney's fees.

(c) Seller may terminate this Order immediately by written notice to Buyer without liability or further obligation hereunder if Buyer fails or refuses to furnish Seller with such information and assurances as Seller may request about Buyer's financial and operating conditions as affecting Buyer's ability to purchase Products under this Order and, to the extent permitted by law, in the event of Buyer's insolvency, the filing of a voluntary or involuntary petition in bankruptcy by or against Buyer, the appointment of a receiver or trustee for Buyer, Buyer's execution of an assignment for the benefit of creditors, or a comparable event. In the event of a termination under this Section 12(c), Buyer shall be liable for all damages, losses and liability that Seller incurs directly or indirectly resulting from Buyer's breach, including, without limitation, attorney's fees.

13. TECHNICAL DATA, ADVICE.

Any technical data, and advice, drawings and specifications furnished by Seller with respect to Products and the use of such Products is given without charge, and Seller assumes no obligation or liability for such information. All of such data, advice, drawings and specifications shall be given and accepted at Buyer's risk. Catalogs, circulars and similar pamphlets of the Seller are issued for general information purposes only and shall not be deemed to modify the provisions hereof or create any warranties.

14. CONFIDENTIALITY.

Buyer acknowledges and agrees that the terms of this Order, including without limitation any pricing information for the Order, are confidential ("Confidential Terms"). Buyer agrees (i) not to disclose, directly or indirectly, to any third party any portion of the Confidential Terms without the prior written consent of Seller; (ii) to take all reasonably necessary precautions to protect the confidentiality of the Confidential Terms; and (iii) to promptly advise Company in writing upon learning of any unauthorized use or disclosure of the Confidential Terms.

15. GENERAL.

(a) Assignment. This contract of sale may not be assigned by Buyer without the prior written consent of the Seller.

(b) Governing Law. This Agreement shall be governed by the substantive laws of the state of Massachusetts without regard to its conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply. All suits, actions, or other proceedings arising out of or relating to the Order or the subject matter thereof shall be brought only in Norfolk County, Massachusetts. Buyer hereby consents to the jurisdiction of the state and Federal courts' sitting in Norfolk County, Massachusetts, or such other venue selected by Seller, and agrees to appear in any such action upon written notice thereof. In the event Seller is the prevailing party in any litigation arising from this Agreement, Seller shall be entitled to recover its reasonable expenses, attorney's fees and costs therein or in Seller's enforcement or collection of any judgment or award rendered.

(c) Waiver. Failure of Seller to enforce any of the terms, conditions and limitations contained in these terms and conditions shall not be construed as a waiver thereof or a waiver of any other terms, conditions or limitations herein, and the failure of Seller to exercise any rights arising from default of Buyer or otherwise shall not be deemed to be a waiver of such right or any other right.

(d) Survival. The terms contained in Sections 2 through 11 and Sections 13 through 15 shall survive the expiration of this Order or termination of this Order for any reason.

(e) Export Controls. Buyer warrants that it is, and will remain, in compliance with all export and re-export requirements, including but not limited to the Export Administration Act and regulations, the Arms Export Control Act and regulations, and any orders and licenses issued there under.