

Curtis[®]

Purchasing Department

Curtis



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CORE STATEMENT



PROFESSIONALISM



The Curtis Purchasing team performs all business transactions and conducts supplier relationships in an ethical and professional manner.

All suppliers are treated equally.

Purchases are competitively bid whenever possible.

Purchase orders are placed with suppliers who best satisfy Curtis' needs in the following areas:

- Price
- Leadtime
- Quality history
- Payment terms
- Freight terms

Gratuities, gifts, etc are not appropriate and should not be offered to any Wilbur Curtis Company team member.

SUPPLIER RESPONSIBILITIES

All suppliers are expected to conduct themselves in an ethical and professional manner.

Suppliers are expected to earn and maintain the Curtis business.

Suppliers are expected to meet all Curtis quality requirements.

Suppliers are expected to meet all specification / drawing requirements.

Both the supplier and the Curtis Purchasing team will treat all information transferred between them as confidential and not relay it to any other party.

Suppliers will work through the Purchasing team whenever possible. Engineering or Accounting issues must be discussed with the Purchasing representative first, before attempting to contact those groups.

Gratuities, gifts, etc are not appropriate and should not be offered to a Purchasing team member.

PURCHASING RESPONSIBILITIES

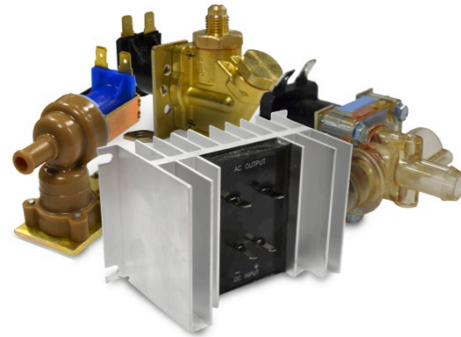


The Purchasing Team handles all purchase requirements for the following areas:

- Production materials
- Non-production materials
- Capital equipment
- Engineering prototypes
- First article samples
- Services
- Contracts / Agreements
- Returns
- Invoice discrepancies
- Vendor-managed inventory
- Supplier kanban systems

ITEMS PURCHASED BY PURCHASING TEAM

- Boards / Control Modules / Sensors
- Capacitors / Triacs / Resistors / Electrical Components
- Capital Equipment
- Circuit Breakers / Timers
- Connectors
- Customer-Supplied Parts
- Fabricated Metal Parts
- Filters (Water / Air / Coffee)
- Gases
- Gaskets / Grommets / O-Rings / Shock Guards
- Hardware (Metal / Plastic)
- Harnesses / Cables
- Heating Elements / Burners / Orifices
- Insulation
- Janitorial Supplies
- Kits
- Labels / Film / Wraps / Skins
- Lugs / Terminals / Strips
- Membranes
- Metals:
 - Stainless Steel
 - Cold Roll Steel
 - Galvanized Steel
- Misc Accessories / Finished Goods
- Motors
- MRO Items



ITEMS PURCHASED BY PURCHASING TEAM

(Continued)

- Outside Processing (Painting, etc)
- Packaging:
 - Corrugated Boxes
 - Corrugated Inserts
 - Instapack
- Plastic Parts:
 - External
 - Internal
- Power Blocks / Power Cords / Plugs
- Printing / Literature / Brochures / Lists
- Production Supplies
- Promotional Items
- Pumps (Air / Fluid)
- Relays / Coils
- Shipping Supplies
- Small Tools
- Switches / Lights / Lamps / Contactors / Fuses
- Tape
- Thermostats
- Transformers / Fans
- Tube / Gauge Glass
- Tubing / Sleeving / Hoses
- Valves / Solenoids
- Wire
- Wire Baskets / Racks / Brew Cones



BECOMING A CURTIS SUPPLIER



Suppliers are identified, evaluated and selected utilizing a set of pre-established criteria.

Initially suppliers complete a Supplier Self-Assessment form and submit it to the Purchasing department for review. The following areas are covered by the Supplier Self-Assessment form:

- Quality System
- Capability
- New Product Development
- Purchasing
- Documentation
- Material Control
- Non-Conforming Material
- Material Storage and Handling
- Manufacturing Specifications
- Calibration and Preventative Maintenance
- Corrective Action
- Process Control
- Quality
- Electrostatic Discharge (ESD)
- Training
- Safety
- Environmental

BECOMING A CURTIS SUPPLIER

(Continued)



If the review reveals that the supplier possesses the systems and processes that Curtis requires in a supplier, then an on-site inspection of the supplier's facility may be undertaken for further insight.

Pricing and delivery information is obtained from the prospective supplier to determine the supplier's abilities in this area as well.

Once it has been determined that a supplier possesses the appropriate expertise, systems, processes and product pricing strategies, the Purchasing representative will then issue a purchase order to the supplier to submit first article samples to Curtis for evaluation.

Depending on the complexity and criticality of the component, a second purchase order may be issued to the supplier for a larger quantity to determine if product meets quality and manufacturing requirements.

BECOMING A CURTIS SUPPLIER

(Continued)



Upon approval by Curtis of the submitted components, a supplier will be assigned either a Primary or a Secondary Supplier status and future purchases will be procured from them as the need arises.

Suppliers will be continuously monitored after they have completed this qualification process and reports may be issued by Curtis in selected instances.

Suppliers that have quality or manufacturing issues may be removed as a qualified supplier if improvement is not made.

Suppliers that have lost their qualification status must repeat the qualification process in order to supply product to Curtis.

SUPPLIER PERFORMANCE REPORTS

Curtis suppliers are continuously monitored to insure that they remain compliant with company needs and guidelines.

Supplier Performance Reports are issued semi-annually to suppliers to track trends and to identify any potential issues.

Performance reports cover the following areas:

- Quality of products
- On-time delivery
- Product cost
- Services
- Forms and documentation



PURCHASE DOCUMENT GENERAL INFO

Curtis Wilbur Curtis Company, Inc.
4913 Acco Street
Monroeville, CA 90640

Wilbur Curtis Company
www.wilburcurtis.com
Tel ID: 95-1519012

Note: Receiving Hours 7:30am - 2:30pm

Phone:
Fax:
E-mail:

Wilbur Curtis Company, Inc.
4913 Acco Street
Monroeville California 90640

SHIP TO:
F R O M:
Phone:
Fax:

Purchase Order

PO Number	Original Order	Page
PO Date	Order Type	Change/Cancel

Base	Terms	FOB	Carrier	WHS		
Order Number	Year Item Number	Rev	Qty	U/M	Price/Unit	Extended Price
Description/Comment						

*** All items must conform to Wilbur Curtis Company:
- Blueprint requirements including revision level.
- Packaging requirements.
- Certificate of conformance when specified.
- Supplier must acknowledge in writing:
Price, Delivery Date, and Quantity
within 24 hours of receipt of this Purchase Order.

Total Extended Price:

The Curtis Purchasing team uses a variety of tools in conducting transactions with suppliers.

The following are utilized with suppliers, depending on the complexity of the purchase and the situation:

- Purchase orders
- Blanket purchase orders and releases
- Contracts / Agreements
- Credit card purchases
- Internet business-to-business portals

PURCHASE TERMS AND CONDITIONS



Purchase Order Terms and Conditions

- 1. Acceptance.** No acknowledgment, or other document written or executed by Seller or forwarded to Purchaser after date of this purchase order, containing terms or conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed by the Purchaser, and such instrument shall have been delivered to Seller. In the absence of the execution and delivery of any such instrument by Purchaser, as aforesaid, all deliveries of goods and/or the rendering of services by Seller to Purchaser shall be delivered, rendered, and accepted upon price, terms, conditions, and shall conform to specifications, set forth in this instrument. Seller shall acknowledge in writing via E-Mail communication, facsimile transmission, U.S. Mail or overnight courier service, pricing, delivery date and quantity within 24 hours of receipt. Purchaser reserves the right to cancel any order in the event that delivery is not made by the date specified, without any charge of expense to the Purchaser. Price increases other than last quoted or charged can be applied to any order without the express written approval of the Purchaser.
- 2. Quality, Quantity, Deliveries, and Packing.** In the event no quality is specified on the face hereof, the goods delivered and/or services rendered hereunder must be of the best quality. The quantity of goods indicated on the face hereof must not be exceeded without written approval of Purchaser. Seller shall ship and deliver goods and render services hereunder on the date or dates specified on the face hereof, unless prior written approval of any change in such date or dates is given by Purchaser via E-Mail communication, facsimile transmission, U.S. Mail or overnight courier service. No charge will be paid by Purchaser for packing, boxing, or crating, unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Seller. All cartons must be clearly labeled with the ship date, purchase order number, Purchaser's part number (including revision levels), part description, carton number related to cartons shipped and quantity per container. Suit of measure must be clearly designated on each container. Every shipment must contain a packing slip. Deliveries earlier than five days before the due date may be rejected without prior written authorization. NOTE: Receiving Dept hours are 6:00 AM to 2:30 PM.
- 3. Inspection.** Notwithstanding prior payment and/or inspection by Purchaser, all shipment of goods and/or services rendered hereunder shall be subject to inspection by and approval of Purchaser after arrival of such goods at the delivery point specified on the face hereof and/or after such services have been rendered, taking into consideration, if there be delay in inspection, the seasonal nature of Purchaser's business.
- 4. Rejected Shipments and Purchaser's Remedies.** If the goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, in whole or in part by Purchaser by reason of Seller's failure to comply with any of the terms, conditions and/or specifications contained herein, Purchaser, after so notifying Seller in writing, may either return the rejected portion of such goods and/or the rejected portion of such services to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of this purchase order; or Purchaser may reject the entire shipment of such goods and/or reject the entire services and cancel this purchase order for any undelivered balances of goods and/or unrendered services. If goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, as hereinabove provided, Purchaser may purchase like goods elsewhere and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Purchaser (including, but not by way of limitation, any difference between the price paid by Purchaser for such like goods and/or services and the price specified on the face hereof) plus all costs of collecting the same (including, but not by way of limitation, attorney's fees and court costs).
- 5. Invoicing.** No invoice will be paid by Purchaser unless it carries the following certificate: "Seller represents that, with respect to the production of the goods and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Standards Act, as amended."
- 6. Patents.** Seller agrees at its own expense to defend and indemnify Purchaser, its customers and users of its products against all suits in law or in equity and form all damage claims, and demands for infringement of any United States or foreign patent, trademark or copyright by reason of the use or sale of the goods ordered. In case the goods, or any part thereof furnished pursuant to this order, is in any way so defended held to constitute infringement and in use enjoined, Seller shall at its own expense either procure for Purchaser, its customers and users the right to continue using said goods or part thereof or replace it with a non-infringing product.
- 7. Health and Safety.** All items to be supplied hereunder by Seller shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations, including regulations administered by OSHA.
- 8. Indemnification and Insurance.** In this order covers the performance of labor or operation of a motor vehicle or involves the presence of the Seller's agents, servants, employees, or representatives a premises owned, leased or controlled by Purchaser or at which Purchaser is performing services or doing work for others, Seller agrees to defend and indemnify Purchaser against all liabilities, claims or demand for injuries to Seller's agents, servants, employees, or representatives of every nature and description, including those arising from negligent or negligent-like actions of Seller's agents, servants, employees, or representatives of every nature and description. Seller shall also provide and pay for adequate Workman's Compensation, Public Liability, Motor Vehicle, Liability, and Property Damages Insurance coverage. The purchase of such insurance coverage does not release Seller's liability hereunder or in any way modify either's indemnification or Buyer.
- 9. Equal Employment Opportunity.** Seller hereby agrees to comply with the provisions set forth in paragraphs (1) through (7) of section 202 of Executive Order 11246 and all similar orders, rules, regulations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of Race, Color, Sex, National Origin, or Age.
- 10. Illegal Pickets.** Seller shall promptly exercise all legal rights and remedies afforded by applicable law to remove and suspend illegal pickets.
- 11. Continuing Guaranty Under Federal Food, Drug, and Cosmetic Act.** If the material furnished hereunder is a food, drug, cosmetic or device (as such terms are defined in the Federal Food, Drug and Cosmetic Act), such material comprising each shipment or other delivery made hereunder by Seller to, or on the order of the Purchaser, is hereby guaranteed as of the date of such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and not an article which may, under the provisions of Section 301 or 302 of such Act, be introduced into interstate commerce.
- 12. Compliance With Laws.** In performance of its obligations upon acceptance of this order Seller shall comply at all times, and give all stipulations, representations, and certificates required by any applicable executive orders, federal, state, municipal and local laws, and rules, orders requirements, and regulations hereunder and all applicable regulations and provisions of any involved governmental agency. Seller's acceptance of this order and furnishing of goods or services hereunder shall constitute certification by Seller of such compliance as Buyer shall require. The laws of the State of California shall govern this Agreement, the implied warranties and remedies of the UCC are included. The United Nations Convention on the International Sale of Goods (CISG) shall NOT apply to this Agreement.
- 13. Warranty.** Seller warrants the material furnished hereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality, and further warrants that material of Seller's design will be free from defects in design, but Seller shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it.
- 14. Events Not Within Control of Purchaser.** If by reason of fire, earthquake, flood, explosion, accident, difference with or inability to secure workmen, shortages of energy or raw materials, equipment, labor or transportation, production slowdown or curtailment, lack of facilities, act of God, or of any public enemy, voluntary or involuntary compliance with any valid or invalid, law, order, regulation, request, or recommendation of any government agency or authority, or other cause beyond the immediate and direct control of Purchaser, whether or not of the kind or nature hereinbefore specified, Purchaser shall be delayed in whole or in part in taking any delivery or deliveries of goods and/or accepting the rendering of services as herein specified, Purchaser may, by giving written notice to Seller:
a. Cancel this purchase order in whole or in part as to any undelivered portion of such goods and/or unrendered portion of such services; or
b. Suspend, in whole or in part, deliveries of goods and/or the rendering of services during the continuance of and to the extent of such cause.



ACCOUNTS PAYABLE DEPARTMENT INFO

Curtis strives to pay all suppliers on-time.

Curtis expects suppliers to submit timely and accurate invoices for shipments made to the Wilbur Curtis Company.

Curtis requires suppliers to provide payment terms utilizing the following guidelines:

- Cash discounts for invoices paid early.
- Net payment terms of 45 days or greater (if no discounts are offered)

All invoices are to contain the Curtis Purchase Order number

The preferred method of invoicing is electronic transmission.

Invoices may be sent to Curtis via E-Mail, US Mail or by Fax as follows :

- E-Mail: accounts_payable@wilburcurtis.com
- US Mail: Wilbur Curtis Company
C/O Accounts Payable Montebello Address
- Fax: 323-837-2409 C/O Accounts Payable



RECEIVING DEPARTMENT INFO



The Curtis Receiving department hours are as follows for suppliers delivering items purchased by the Curtis Purchasing team:

- Monday through Friday 7:30 AM to 2:30 PM

Every shipment must contain a packing slip.

All cartons must be clearly labeled with the following:

- Curtis purchase order number
- Curtis part number (including revision level)
- Part description
- Carton number related to cartons shipped and the quantity per container
- Unit of measure must be clearly designated on each container

Suppliers shall package items in a manner that will withstand damage during transport.

PURCHASING TEAM CONTACT INFORMATION

AMI PATEL

Technical Purchasing Agent

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E-mail: rwilson@wilburcurtis.com