

TERMS AND CONDITIONS

ACCEPTANCE

All terms and conditions hereof shall be conditions of purchase and shall be deemed included and a part of any acknowledgement of this purchase order or contract resulting therefrom. Further, irrespective of the wording of seller's acceptance or trade custom, no agreement or other understanding in any way modifying such terms and conditions will be binding upon the Purchaser unless made in writing and signed by an authorized representative of the Purchaser.

TERMS

Unless otherwise specified, terms of payment are as follows:

- Discount — Invoices dated the 1st to the 15th of the month, inclusive, payable on the 10th proximo, less cash discount.
- Invoices dated the 16th to the 31st of the month, inclusive, payable on the 25th proximo, less cash discount.

Discount periods and payment dates for net invoices will be calculated from the date of receipt of material or from the date of the invoice, whichever is later.

COMPLIANCE

Seller warrants that no law, regulation or ordinance of the United States or any State or any governmental authority or agency has been, or will be, violated nor that any license, patent, or trademark has been, or will be infringed in the manufacture, procurement, sale, resale, use or delivery of any goods furnished under this order.

INSPECTION

If any goods are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this order, Purchaser, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods (plus applicable transportation charges or any other charges or expenses incurred due to the defect) at Seller's expense. Such goods are not to be replaced without suitable written authorization from the Purchaser. Payment for material or goods prior to inspection shall not constitute acceptance thereof.

CANCELLATION

Purchaser reserves the right to cancel this order at any time.

WARRANTY

In addition to all warranties implied in fact or in law, Seller warrants that all goods or services covered by this purchase order shall be merchantable and free from all defects. Seller further expressly warrants that all goods covered by this order will conform to the specifications, drawings, samples or other descriptions furnished or specified by Purchaser and will be of good material and workmanship and free from all defects. Seller expressly warrants that in the absence of Purchaser's specifications all material covered by this order is in accordance with the Seller's specifications and will be fit and sufficient for the purpose intended.

HOLD HARMLESS

Seller will take all necessary precautions to protect Purchaser, Purchaser's property and any other person or property from injury, loss or damage, claim for infringement, and the like. Seller shall indemnify and save harmless the Purchaser from all loss or damage arising out of or resulting from goods sold to or services rendered upon the premises owned or controlled by Purchaser under this purchase order and shall comply with all applicable provisions of laws, ordinances, provisions and codes and shall maintain proper Workmen's Compensation Insurance and such other insurance satisfactory to the Purchaser as will protect Seller, and Purchaser from claims for damages because of injuries to property and/or bodily injury arising in connection with this purchase order. Certificates of such insurance or copies of the policies shall be furnished if requested by the Purchaser. Seller agrees that any right of Purchaser assumed by Seller under this order shall extend without exceptions, to any company affiliated with Purchaser and upon whose behalf this order is issued by the Purchaser as the interest of such company shall appear.

O.S.H.A.

Seller agrees to comply with the provisions of the Occupational Safety and Health Act of 1970, as amended, and the standards and regulations issued thereunder, and warrants that all goods furnished under this purchase order will conform to and comply with said standards and regulations. Seller further agrees to indemnify and hold harmless Purchaser for all damages suffered by Purchaser as a result of Seller's failure to comply with the Act and standards issued thereunder and for the failure of the goods to so comply.

TOOLS, DIES & EQUIPMENT

All tools, dies, equipment or materials either furnished by Purchaser to Seller, or paid directly or indirectly for by Purchaser and any replacements thereof, or any materials affixed, or attached thereto, shall be and remain the property of, with the right of possession in, the Purchaser, and the Seller shall use said items only in the performance of work for the Purchaser.

ASSIGNMENT

Seller may not assign this Purchase Order, or any portion thereof or any interest therein except upon the prior written consent of the Purchaser.

DELIVERY, TITLE & RISK OF LOSS

Title shall pass to Purchaser on delivery of the goods to its designated plant or location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser. Purchaser shall, in addition to any other rights under the Uniform Commercial Code or other laws, have the privilege of return at Seller's expense if the goods are defective or non-conforming to the appropriate specifications. Seller shall bear all risk of loss after notice of rejection is tendered.

WAIVER

No waiver of a breach of any provision of this order shall constitute a waiver of any other breach of that or any other provision.

TERMINATION FOR BANKRUPTCY

The voluntary or involuntary bankruptcy or receivership or the insolvency of either party hereto shall permit the other party to terminate this purchase order forthwith upon notice.

MISCELLANEOUS CHARGES

No charge for packing, boxing or cartage will be paid by Purchaser unless specified on the face of the purchase order.

MODIFICATION

No verbal or telephone modifications will be valid unless immediately confirmed by Purchaser in writing. Purchaser accepts no responsibility for material delivered without a purchase order.

PRICING

This order must not be executed at a higher price than that specified.

DELIVERIES

Deliveries are to be made in the quantities and at the times specified. Purchaser will have no liability for payment of articles delivered which are in excess of those ordered. Articles shipped in advance of time specified may, at the option of the Purchaser, be returned to Seller at the Seller's expense; if not returned the invoice concerning same may be considered as being dated as of the date material would have been wanted, and the permissible cash discount taken on that basis. Purchaser reserves the right to cancel this order or any part thereof if delivery is not made within the time specified or within a reasonable time if no time is specified.

GOVERNMENT CONTRACTS

If Purchaser advises Seller that any of the goods are subject to use by Purchaser, to satisfy contracts with governmental units, Seller covenants to comply with the Equal Opportunity, Walsh-Healy Public Contracts, Contract Work Hours Standards, Buy American, Renegotiation and other applicable federal, state and local laws.

CONTROLLING LAW

This order is to be governed by and construed in accordance with laws of the State of Ohio.

NON-DISCRIMINATION

The provisions of Section 60-1.4, Section 60-250.4 and Section 60-741.4 of Title 41, Chapter 60 of the Federal Regulations (41 CFR 60-1, 41 CFR 60-250 and 41 CFR 60-741) are incorporated therein by reference, and the Seller agrees to fully comply therewith.

EQUAL OPPORTUNITY

All provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the Equal Opportunity Clause in government contracts are incorporated by reference herein, as applicable. Seller certifies that it does not maintain segregated facilities and is otherwise fully in compliance with 41 C.F.R. 60-1 and 60-2, as applicable.

AFFIRMATIVE ACTION

Certain Veterans: all provisions of 41 C.F.R. 60-250, as amended, pertaining to Affirmative Action for Veterans of the Vietnam Era and Handicapped Workers: all provisions of 41 C.F.R. 60-741, as amended, pertaining to Affirmative Action for Handicapped Workers are incorporated by reference herein, as applicable. Seller certifies that it is fully in compliance with all requirements of 41 C.F.R. 60-250 and 41 C.F.R. 60-741 as applicable.