

TERMS AND CONDITIONS

1. ACCEPTANCE AND AMENDMENTS: This purchase order constitutes an offer by The Company, hereinafter referred to as "Buyer", to purchase from Seller the goods and/or services referenced on the face hereof. THE TERMS AND CONDITIONS STATED HEREIN AND NO OTHERS MAY BE CONTAINED IN SELLER'S ACCEPTANCE OF THIS OFFER. All specifications, drawings and other data submitted by Seller to Buyer prior to the date of this order concerning goods or services purchased shall be a part of the contract between Buyer and Seller. No modification or waiver of any term or condition of the contract shall be effective unless it is in writing and signed by Buyer's authorized representative.

2. LABOR AND MATERIAL: Unless otherwise specified on the face hereof, all labor, materials, equipment, parts, tooling and other items required for Seller's performance of this contract shall be provided by Seller at his expense.

3. DELIVERY: Unless otherwise specified on the face hereof, all deliveries shall be made F.O.B. at the ship to address shown.

Time is of the essence of this contract. If Seller's delivery of the purchased goods or services is not made in the quantities and at the times specified herein, Buyer reserves the right without liability and in addition to any other rights and remedies, to terminate this contract and to procure substitute goods or services and charge Seller with any loss incurred including lost profits and special damages.

Buyer shall have the right to reject any goods or services which are tendered by Seller in advance of the date scheduled for delivery, to accept early delivery of goods or services and defer payment until after the scheduled delivery date or to accept early delivery goods and place such goods in storage at Seller's expense until the scheduled delivery date. Neither party shall be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided that when Seller has reason to believe that performance will not be made as scheduled, written notice setting forth the cause of the anticipated delay is immediately given to Buyer. If Seller's delay or default is caused by a delay or default of a subcontractor or supplier, such delay or default shall be excused only if it arose out of causes beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them and the goods or services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule.

4. INSPECTION: Payment for any goods under this contract shall not constitute acceptance thereof. All goods purchased hereunder are subject to inspection at Buyer's discretion either before or after acceptance at Buyer's option. Buyer reserves the right to reject or to revoke acceptance of goods or services not conforming to the terms of this contract or to Seller's warranties, either express or implied. Nonconforming goods, at Buyer's option and at Seller's risk and expense, may be returned to Seller or held for disposition by Seller.

Buyer shall not be liable for failure to accept any part of the goods or services purchased hereunder if such failure is the result of any cause beyond the control of Buyer including without limitation, fire, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of Buyer's facilities for any cause. Acceptance of any part of the goods ordered hereunder shall not bind Buyer to accept future shipments or waive its right to revoke acceptance of goods previously delivered.

5. CHANGES: Buyer reserves the right at any time to change one or more of the following provisions of this contract: (a) Specifications, drawings and data incorporated in this contract where the items to be furnished are to be specifically manufactured for Buyer, (b) Methods of shipment or packaging, (c) Place of delivery, (d) Time of delivery, (e) Manner of delivery, and (f) Quantity purchased.

If any such changes cause an increase or decrease in the cost or time required for Seller's performance of this contract, an equitable adjustment shall be made in the contract price, delivery schedule or both. Any claim by Seller for adjustment under this Part 5 must be approved by Buyer in writing before Seller proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a purchase order, change notice or revision signed by Buyer's authorized representative.

6. SELLER'S WARRANTIES: Seller warrants that all goods and services provided hereunder will conform to Buyer's instructions, specifications, drawings and data, will be merchantable, will be free from defective materials or workmanship and will be fit for Buyer's purposes. Seller further warrants that the goods and services furnished under this contract shall conform to all representations, affirmations, promises, descriptions, samples or models which are a part of this contract. Seller agrees that these warranties shall survive acceptance of the goods and services. Seller further warrants that all services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner, and shall be free from faults and defects. The warranties stated in this Part 6 are hereby extended to, and shall inure to the benefit of, Buyer and Buyer's affiliates, subsidiaries, successors, assigns and direct and indirect customers to whom the goods and services provided hereunder may be sold or transferred jointly and severally "Buyer Entities").

7. BUYER'S PROPERTY: Unless otherwise expressly provided in this contract, all Special Property and all tangible and intangible property furnished to Seller by Buyer for use in Seller's performance hereunder, shall remain the exclusive property of Buyer. For purposes of this contract, "Special Property" includes without limitation, dies, fixtures, mold patterns, gauges, test equipment, information or similar items used in Seller's performance of this contract that are especially acquired for Seller's performances hereunder or of such specialized nature that absent substantial alteration, their use is limited to the production of the goods or the rendering of the services referenced on the face hereof. Absent express agreement to the contrary, the amounts charged by Seller pursuant to this contract shall include payment for all Special Property. Hereinafter Special Property and all property furnished to Seller by Buyer are collectively referred to as "Buyer's Property".

Seller shall not sell, encumber, transfer, assign, dispose of or modify Buyer's Property and shall not use Buyer's Property for any purpose other than in the performance of this contract without Buyer's prior written consent.

Seller agrees that while Buyer's Property is in its possession or control, it shall be maintained in good condition and fully covered by insurance at Seller's expense. In the event that Buyer's Property is damaged or destroyed while in Seller's possession, Seller shall repair or replace such property at its expense.

Seller agrees that Buyer's Property shall remain personally and shall not become a fixture attached to realty. Seller shall allow Buyer's representative to inspect Buyer's Property upon Seller's premises at any time upon reasonable notice. Upon Buyer's request, Seller shall sign a form UCC-1 or equivalent forms to enable Buyer to make its ownership rights of public record.

At any time upon the request of Buyer, Seller shall deliver Buyer's Property F.O.B. Seller's business location, packaged in a manner suitable for shipment by common carrier, such packaging to be at Seller's cost.

8. PACKAGING: Unless otherwise stated herein, the prices shown on the face hereof include packaging the items purchased in a manner suitable for shipment by the method specified by Buyer. Seller shall be responsible for damage to the items purchased resulting from deficient packaging.

9. PROPRIETARY RIGHTS: All information (including materials that contain information) relating to this Purchase Order or to the goods or services to be provided hereunder which has been disclosed to Seller by or on behalf of Buyer (whether such information is owned by Buyer or by any other entity with whom Buyer is doing business) or which will be developed in the course of Seller's performance under this Purchase Order specifically for Buyer (collectively referred to as "Information"), has been and will be received and held by Seller in confidence. Such information includes, but is not limited to, trade secrets, drawings, plans designs, specifications, manufacturing, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data and business plans. Seller will not disclose the information to others and will not use the information for any purpose other than for the direct benefit of Buyer. Seller will not disclose the information to others and will not use the information for any purpose other than for the direct benefit of Buyer. Seller will acquire no right in or to such information, and Seller will promptly return the information to Buyer and discontinue all use of the information upon expiration or termination of this contract or at Buyer's written request. Seller will not disclose to Buyer or use in the course and scope of Seller's performance hereunder any information of other entities that Seller does not have a lawful right to use or disclose.

Any invention or development or copyrightable subject matter conceived, first reduced to writing, first reduced to practice or made by Seller, either solely or with others, in the course of Seller's performance under this Purchase Order is hereby assigned to Buyer if such invention or development or copyrightable subject matter (i) results from services for Buyer, or (ii) is made using Buyer's time or materials or facilities or information. All such copyrightable subject matter will be a work made for hire. Seller will disclose such inventions or developments or copyrightable subject matter promptly to Buyer and will cooperate with Buyer during and after the term of this Agreement in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by Buyer. Seller agrees that the payments pursuant to the Purchase Order are full and complete compensation for all obligations assumed by Seller hereunder, and the assignment of inventions or developments or copyrightable subject matter does not entitle Seller to any additional compensation. The obligations of this Part 9 shall survive the completion of performance and expiration or termination of this contract.

10. INDEMNITY FOR INFRINGEMENT: Seller agrees upon receipt of notification, to promptly assume full responsibility for defending any claim, suit, action or proceeding which may be brought against the Buyer Entities which alleges that any goods or services provided by Seller pursuant to this contract infringe any patent, trademark, copyright, trade secret or other proprietary right owned by a third party. Seller further agrees to indemnify Buyer against any and all expenses, losses, royalties, lost profits and damages, including court cost and attorney fees, resulting from such claim, suit, action or proceeding, including any settlement, decree or judgment entered therein. Buyer may at its option, be represented and actively participate through its own counsel in any such claim, suit or proceeding, including any settlement, decree or judgment entered therein. Seller's obligations pursuant to this Part 10 shall survive the completion of performance and expiration or termination of this contract. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify Buyer with respect to any claim which is directed to items delivered pursuant to this contract, the designs for which were specified entirely by Buyer.

11. INDEMNIFICATION: Seller agrees to indemnify and save Buyer Entities harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogation, and expenses including court costs and attorneys fees, arising from or relating to goods delivered or to services performed pursuant to this contract, (hereinafter collectively referred to as "Claims") which are made by any third party including employees, workers, servants or agents of Seller or its subcontractors. Seller further agrees upon receipt of notification, to promptly assume full responsibility for the defense of any and all Claims, which may be brought against the Buyer Entities. In the event "Buyer's Property" as defined in Part 6 hereof is used by Seller in the performance of this contract, Buyer's Property shall be considered in the full custody and control of Seller during the period of use by Seller. Seller's obligations pursuant to this Part 11 shall survive the completion of performance and the expiration or termination of this contract.

12. INSURANCE: If this contract covers the performance of labor for Buyer, Seller agrees to indemnify and save Buyer Entities harmless against all liability, claims, or demands for injuries or damages to any person or property arising out of the performance of this contract. Seller agrees to furnish certificates of insurance showing that Seller has adequate insurance coverage in the following minimum amounts:

Workers Compensation -Statutory limits for the state in which the work is to be performed General Public Liability -\$1,000,000 and property damage \$500,000 Automobile Public Liability -\$500,000 and property damage \$500,000

Said certificates of insurance shall set forth the amount of coverage, the number of the policy and the date of expiration. Upon Buyer's request, Seller shall name Buyer or the Buyer Entities as an additional insured on its policies. If Seller is a self insurer for workers compensation purposes, the appropriate agency of the state in which the labor is to be performed shall furnish the appropriate certificate directly to Buyer. Compliance by Seller with the insurance requirements state in the Part 12 shall not in any way affect Seller's duty to indemnify Buyer under Part 11 above.

If this contract includes a sale of goods manufactured in whole or in part to Seller's designs or specifications, Seller agrees to provide Buyer with a current certificate of product liability insurance and a vendor's endorsement naming Buyer as an additional insured on Seller's policy.

13. TERMINATION: Buyer may terminate Seller's performance under this contract in whole or in part at any time without cause by giving written notice of termination, whereupon Seller will cease performance on the date and to the extent specified in the notice. Seller will promptly advise Buyer of any items acquired in anticipation of completion of its performance and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding the disposition of such items. Seller will submit all claims resulting from such termination within (60) days of its receipt of such notice. Buyer shall have the right to inspect Seller's records, facilities, work and materials relating to its performance or anticipated performance of the contract for the purpose of establishing the value of Seller's claims upon reasonable advance notice. Buyer will pay Seller without duplication the order price for finished work accepted by Buyer and the cost to Seller of work in progress and raw materials allocable to the terminated work based on Buyer's audit of Seller's records and using generally accepted accounting principles, however, the amount due Buyer shall be reduced by the following:

- The market value or cost (whichever is higher) of any items used or disposed of by Seller without Buyer's consent;
- The agreed value of any items used or disposed of by Seller with the Buyer's consent; and
- The cost of any defective or destroyed materials.

Buyer will make no payments for finished work, raw material or any items fabricated or procured by Seller in excess of that ordered or released. Notwithstanding the foregoing, payments under this Part 13 shall not exceed the price for the entire performance specified in this contract less payments that would otherwise be made to complete performance hereunder. Payment under this Part 13 will constitute Buyer's sole and exclusive liability in the event Buyer elects to terminate this contract without cause by notice. However, this Part 13 shall not apply to cancellation by Buyer under other circumstances including without limitation cancellation due to default by Seller.

14. ADDITIONAL PROVISIONS: Seller agrees to abide by and comply with the following statutes, rules, orders and regulations which are a part of this contract and which are incorporated herein by reference.

Executive Order 11246 issued September 24, 1965 as amended, and all rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 thereof.

The equal Opportunity Clause contained in 41 CFR Part 60-1.40 and provide a certificate of nonsegregated facilities in the form required by 41 CFR 60-.18 unless exempted from such requirements by rule, regulation or order of the Secretary of Labor.

The Rehabilitation Act of 1973 and all rules, regulations and order of the secretary of Labor issued pursuant to Section 503 thereof.

The Affirmative Action Clause contained in 41 CFR 60-741.4 and Seller agrees to prepare a written affirmative action compliance program for handicapped workers in accordance with 41 CFR 60-741.5 unless exempted therefrom.

The Vietnam Era Veterans Readjustment Assistance Act of 1974 and all rules, regulations and orders of the Secretary of Labor issued pursuant to Section 402 thereof.

The Affirmative Action Clause contained in 41 CFR 60-250.4, and Seller agrees to prepare a written affirmative action program for disabled veterans and veterans of the Vietnam Era in compliance with 41 CFR 60-250.5 unless exempted therefrom.

Executive Order 11246 issued October 13, 1971 concerning utilization of disadvantaged business enterprises and all rules, regulations and orders of the Secretary of Commerce issued pursuant to Section 5 thereof.

Clause 52.219-8 of the Federal Acquisition Circular concerning the utilization of small business concerns and small disadvantaged business concerns and Seller agrees to implement a small business and small disadvantaged business subcontracting plan pursuant to Clause 52.219-9 of the Federal Acquisition Circular unless exempted therefrom.

The fair labor Standards Act, and Seller certifies that all goods provided to Buyer under this contract are produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all regulations and order issued by the United States Department of Labor pursuant to said Act.

15. COMPLIANCE WITH LAW: In its performance under this contract Seller agrees to assume responsibility for compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

16. ASSIGNMENT AND SUBCONTRACTING: The obligations of Seller under this contract may not be assigned or subcontracted to whole or in part nor may any assignment of any money due or to become due hereunder be made by Seller without the prior written consent of Buyer and any prohibited assignment shall be null and void for all purposes.

17. WAIVER: Buyer's failure to insist upon the performance of any term or condition of this contract or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of Buyer's right to demand future performance of such term or condition or to exercise such right in the future.

18. GOVERNING LAW/JURISDICTION: This contract shall be governed and construed in accordance with the law of the State of Ohio without regard to provisions concerning conflict of laws, and Seller agrees that any action against Buyer arising from or in any way related to this contract shall be commenced only in courts located within the state of Ohio. Seller further agrees that any court located within the State of Ohio shall have jurisdiction over Seller in any action brought by Buyer which arises from or in any way relates to this contract.