



TERMS AND CONDITIONS

ARTICLE 1. ACCEPTANCE.

These Terms and Conditions, along with the Purchase Order or Contract (individually and together "Purchase Order") that are attached to, when transmitted are an offer to purchase ("Offer"). "Supplier's" (which includes references elsewhere in the Offer to Seller or Vendor) acceptance is limited to the terms and conditions embodied in this Offer. Upon Supplier's acceptance of the Offer, the Purchase Order along with these Terms and Conditions shall comprise the "Agreement".

Buyer objects to and rejects every additional and/or different term or condition contained in: (a) Supplier's acknowledgment of this Offer; (b) any other Supplier response to this Offer; and/or (c) any other communication or document relating to this Offer. Supplier agrees to and acknowledges all Offer terms and conditions by proceeding with delivery of Goods and/or services. No addition or modification to these terms and conditions will be binding on Buyer unless agreed to in writing signed by an authorized representative of Buyer and Supplier. Buyer's acceptance and/or use of Goods or services provided hereunder shall not constitute Buyer's acceptance of any term or condition in addition to or different from those provided in the Offer and incorporated into this Agreement.

Buyer may make changes to the Offer and Agreement, such as in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging, which shall be authorized only by Buyer's properly executed Change Order or Purchase Order Revision (either a "Change Order"). If such changes result in an increase or decrease in costs or a change in time of performance, an equitable adjustment of price and/or delivery schedules may be made, or Buyer may, at its option, terminate this Agreement or an Order associated with this Agreement, without liability of any kind to Supplier, if agreement on an equitable adjustment cannot be reached. Supplier must assert claims for equitable adjustment within ten days of receipt of Buyer's Change Order or the Change Order will be incorporated into the Agreement. Purchase Orders and Change Orders are collectively referred to as "Order". Receipt shall mean a written notice from the Buyer.

ARTICLE 2. DOCUMENTS.

Buyer's Order Number and Item Number must be shown on all packing lists, containers, invoices and correspondence relating to this Agreement. Invoices and original bills of lading shall be submitted to Buyer as instructed on any Order.

ARTICLE 3. SHIPMENTS.

Shipments shall be made to meet the specified delivery dates and all items shall be suitably packed, marked with Buyer's Order Number and shipped in accordance with shipping instructions specified on the Order. Supplier shall, at no expense to Buyer, be liable to Buyer for any loss or damage resulting from Supplier's failure to provide adequate protection during shipment. Supplier is responsible for any additional expenses, charges or claims incurred as a result of non-compliance with shipping instructions.

Buyer reserves the right to withhold payment on early shipments until after the specified delivery dates. Buyer, without waiving any other legal rights, reserves the right to cancel without charge or to postpone deliveries of any of the Goods covered by the Agreement which are not shipped in time to reasonably meet said delivery dates. In the event Supplier suffers delay in performance due to an act of God, war, act of the Government that makes performance under this document substantially inequitable, Buyer's act, fire, flood, sabotage or other causes beyond Supplier's control, the time of completion shall be extended a period of time equal to the period of such delay if Supplier gives Buyer written notice of the cause of any such delay within a reasonable time after the beginning thereof.

All items shall be delivered F.O.B. Destination unless otherwise provided on an Order. Buyer has the right to suggest or request specific carriers. Buyer will not be charged for packing, boxing or cartage unless separately itemized on any Order. Supplier is responsible for additional expenses, charges or claims incurred by either party as a result of deviation from the specified carrier or route, noncompliance with other shipping instructions, or improper description of the shipment in shipping documents.



All shippers and transporters of hazardous materials to and from any Buyer facility must comply with 49 CFR Part 172 Subpart I. This includes the development and implementation of transportation security plans and employee training.

ARTICLE 4. INSPECTION.

Goods purchased hereunder shall be subject to Buyer's count, inspection, and testing at any reasonable time and from time to time before, during or after manufacture or delivery. Notwithstanding any payment that may be made, no Goods are to be deemed accepted until Buyer has had a reasonable opportunity to inspect and test them. If any inspection or test is to be made on the Supplier's premises, Supplier without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Buyer reserves the right to send an inspector into Supplier's plant to inspect material or equipment made to Buyer's specifications at any stage in the process of manufacture without waiving the right of subsequent rejection on account of undiscovered or latent defects. Buyer's inspection shall never constitute a waiver of the right to subsequent rejection by reason of any undiscovered patent or latent defect.

ARTICLE 5. CONDITIONS TO PAYMENT.

Buyer shall make payment in accordance with terms of payment specified on any Order from the invoice date, which may not precede the shipment date (unless otherwise agreed to in writing). Supplier shall timely submit invoices within three months of delivery of Goods. Failure to submit invoices to Buyer on a timely basis (within 5 business days) may result in nonpayment, at Buyer's discretion. All claims for money due or to become due from Buyer shall be subject to deduction or offset by Buyer by reason of any counterclaim arising under this Agreement. Buyer may withhold or, on account of subsequently discovered patent or latent defect, nullify all or a part of any of Supplier's payment requests to such extent as Buyer may deem necessary to protect it from loss on account of, but not limited to: (a) defective Goods not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; or (c) Supplier's failure to make payment properly to subcontractors for material or services. When the above objections are cured to the Buyer's satisfaction, payment shall be made for amounts withheld.

ARTICLE 6. INVOICE PREPARATION REQUIREMENTS.

A. Invoices must include the following information and be supported by attachments documenting the following:

- (i) Agreement, Order number(s) and line item numbers;
 - (ii) Work description, quantity, unit price and price extension;
 - (iii) Quantities in the same unit of measure as the Order;
 - (iv) Sales tax if applicable;
 - (v) Total invoice amount;
 - (vi) Invoice period by actual dates;
 - (vii) For Work performed on a time and material basis, details showing the breakdown of Supplier's employees' titles/job classifications and hours and days worked. Offsite and travel hours are to be segregated from on-site Work time;
 - (viii) Details showing costs and description(s) of equipment and/or material provided;
 - (ix) Subcontractor's invoice (as applicable), delivery ticket or other relevant documentation. Supplier is responsible for verifying the accuracy of all Subcontractors' documentation, prior to submittal to Buyer.
 - (x) Mark-up percentage, if applicable;
- B. Each Order must be billed separately.

C. If a Law requires Buyer to determine "units of property" segregated costs, Supplier agrees to furnish cost breakdowns to assist the Buyer in such determinations.

ARTICLE 7. WARRANTY.

In addition to its standard warranty, Supplier warrants that the Goods shall: (a) be free and clear of all liens and encumbrances, good and merchantable title to the Good so being in Supplier; (b) be free from any defects in design, material or workmanship and of good and merchantable quality; (c) conform to Buyer's specifications; (d) be fit for the purposes for which purchased hereunder, which Supplier acknowledges are known to it; (e) be designed so as to permit reasonable ease of maintenance, operation, repair and replacement; (f) conform to any sample(s) approved by Buyer; and (g) comply and have been produced, processed, delivered and sold in conformity with all applicable federal, state and other laws, administrative regulations and orders. Any term or condition of Supplier's or manufacturer's warranty applicable to such Goods shall apply when such warranty term or condition is more favorable to Buyer in any respect.



Supplier further warrants that any services performed with respect to the Goods furnished hereunder shall be performed in a good and workmanlike manner, in accordance with the highest professional standards for such services and the best practices in Supplier's industry. The foregoing warranties shall survive inspection, delivery and payment, and shall run in favor of Buyer and its successors, assigns and customers (whether direct or indirect).

Buyer may, at its option, retain Goods found to be non-conforming or unsatisfactory for any reason at an adjusted price or return them to Supplier for repair, replacement, or refund, as Buyer shall direct. Buyer shall also be reimbursed by Supplier for all of its expenses in connection with the handling and transporting of any such non-conforming or unsatisfactory Goods, and Supplier shall assume all risks of loss or damage in transit to Goods returned by Buyer pursuant to this Agreement. If any such repairs or replacements shall be found to be unsatisfactory for any reason, Supplier shall, at the request of Buyer, re-perform the services properly and promptly, without additional cost to Buyer, and without limiting Buyer's other remedies. Buyer's remedies hereunder shall be cumulative.

Supplier shall be responsible for complete fulfillment and compliance of all specifications contained in this Agreement.

ARTICLE 8. INTELLECTUAL PROPERTY.

Supplier shall pay all royalties and license fees associated with providing the Goods. Supplier warrants that the sale or use of Goods furnished under this Agreement will not infringe or contribute to the infringement of any intellectual property right in the United States or elsewhere. Supplier shall indemnify, defend, and hold harmless Buyer, its successors, assigns and customers (whether direct or indirect), against any and all losses, liabilities, claims, demands, damages and expenses (including but not limited to attorneys' fees and other costs of defending any infringement action, and attorneys' fees incurred by Buyer in enforcing this indemnity) which they, or any of them, may sustain or incur as the result of any breach of this warranty. If any part of the Goods is claimed to constitute infringement, Supplier shall within a reasonable time at its cost and expense either: (a) secure for the Buyer the perpetual right to continue the use of such part of the Goods by procuring for the Buyer a license or such other permission as will enable Supplier to secure the Buyer's full use of the Goods; or (b) replace such part of the Goods with comparable non-infringing Goods or modify the Goods so that they are deemed non-infringing.

All reports, data, communications, material, information, deliverables, inventions, discoveries, or improvements reduced to practice, made or developed by Supplier in connection with this Agreement shall be promptly disclosed to, and be the sole property of, Buyer. Supplier hereby assigns to Buyer all right, title and interest in Work Product without any obligation on Buyer to pay royalties or other remuneration for the Work Product. To the extent the foregoing is copyrightable, it shall be deemed a "Work Made for Hire" under the U.S. Copyright Act of 1976 or any applicable foreign equivalent and shall become and remain the sole property of Buyer, if not, then Supplier hereby assigns such Work Product to Purchaser.

ARTICLE 9. INDEMNIFICATION.

Supplier shall indemnify, defend, and hold harmless Buyer and its successors, assigns and insurers from and against any and all claims, demands, losses, liabilities, damages and expenses incurred by or made against any of them in any way actually or allegedly arising out of any Goods furnished under this Agreement, and all attorneys' fees, legal expenses and other costs incurred in defending against said claims, whether said claims are based on negligence or other tort, breach of warranty, strict liability, or any other legal theory, except where the claim is based solely upon the alleged negligence of Buyer and the Buyer's negligence is determined to be the sole cause of all the damages claimed.

Buyer will give Supplier prompt written notice of any claim, cooperation in the defense of any such claim, and the assignment of the right to defend against any such claim with counsel of Supplier's choosing and to settle and/or compromise any such claim as Supplier deems appropriate.

ARTICLE 10. DRAWINGS, TOOLS & EQUIPMENT.

All tools, gauges, dies, jigs, fixtures, molds, and patterns (a) furnished by Buyer, or (b) which Buyer specifically authorizes Seller to acquire for work under this



Agreement, shall be handled and maintained in suitable conditions to do the work, by and at the expense of Seller, and returned to Buyer at any time upon request, F.O.B. Destination.

With regard to design work, drawings, tools, molds or other equipment required to perform this Agreement: (a) Buyer shall not be required to furnish or pay for such items unless otherwise stated herein; (b) Buyer may, at its option, purchase any such item at its current basis for income tax purposes on Supplier's books; and (c) any such item furnished or purchased by Buyer or included in the price of this Agreement (whether or not separately identified) shall be Buyer's property, shall be delivered to Buyer upon request, shall not be used in work for others, while in Supplier's possession shall be adequately insured at Supplier's expense for Buyer's benefit against loss, theft or damage, and shall not be modified without Buyer's prior written consent.

ARTICLE 11. NON-ASSIGNABILITY.

Supplier shall not assign, delegate or subcontract the performance of or the provision of Goods under this Agreement, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Buyer; but this Article XI shall not restrict Supplier in the procurement of component parts or materials.

ARTICLE 12. SEVERABILITY.

Invalidity of any provision of this Agreement, or in any given application of any provision, shall have no effect upon the legal enforceability of other provisions of this Agreement.

ARTICLE 13. HEADINGS OF ARTICLES.

The articles', sections', paragraphs' and other parts' headings are for convenience only and do not define, limit or construe the contents thereof.

ARTICLE 14. EXPORT CONTROLS.

For all Goods to be delivered and services to be provided according to this Agreement, Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless Buyer or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations. Supplier shall advise Buyer in writing as early as possible of any information and data required by Buyer to comply with all Foreign Trade Regulations for the Goods and services applicable in the countries of export and import.

ARTICLE 15. TAXES.

Supplier shall be responsible for all transaction taxes, including but not limited to, federal, state, regional and local taxes, goods and services taxes, value-added, gross receipts, gross margins, and any and all other transaction taxes, and income, social security, or other employment taxes in effect that are imposed on Supplier concerning this Agreement. Sales and use tax instructions shall be included in an Order.

ARTICLE 16. BUYER AUDIT RIGHTS.

Buyer or its authorized representatives will have: (a) full and complete access to electronic data related to this Agreement; and (b) full and complete access during normal business hours and upon reasonable notice to perform an audit of the Supplier's provision of the Goods and performance of the services and related books and records. Supplier shall provide the Buyer and its authorized representatives with such information and assistance as needed to perform the audits.

ARTICLE 17. WAIVER.

Any waiver of an Agreement provision shall not be deemed a waiver of any other provision or of Buyer's right to insist upon subsequent strict compliance with such provision.

ARTICLE 18. CANCELATION BY BUYER.

Buyer shall have the right to cancel this Agreement without cause. Buyer's liability for cancellation of the Agreement without cause shall be limited to Supplier's actual cost for work and materials applicable solely to the canceled Agreement which shall have been expended prior to the time Supplier receives notice of cancellation. Due allowance shall be made for salvage value.



ARTICLE 19. SET-OFF; RECOUPMENT.

In addition to any right of setoff or recoupment provided by law, all amounts due to Supplier will be considered net of indebtedness of Supplier and its affiliates or subsidiaries to Buyer. Buyer will have the right to set off against or to recoup from any payment or other obligation owed to Supplier, in whole or in part, any amounts due to Buyer from Supplier or its affiliates or subsidiaries. Buyer will provide Supplier with a statement describing any offset or recoupment taken by Buyer.

ARTICLE 20. CONFIDENTIALITY AND PUBLICITY.

All commercial information contained in this Offer or Agreement is proprietary to Buyer and shall be treated as confidential by Supplier. Such information shall not be published, released or disclosed, in whole or in part, to any other person without the Buyer's prior written consent. Supplier shall not use Buyer's or any affiliates' name for any advertising or promotional purposes (including, but not limited to, advertisements, listings of clients and/or customers or press releases) nor shall Supplier grant press interviews, disseminate any information of a promotional nature or publish or provide for the publication of any information (including photographs) regarding this Agreement or the Goods unless, in each instance, Supplier first obtains Buyer's written consent, which consent may be withheld in Buyer's sole discretion.

ARTICLE 21. GOVERNING LAW.

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflicts of laws. Any action brought under this Agreement shall be filed in the Court of Common Pleas of Fulton County, Ohio.

ARTICLE 22. INDEPENDENT CONTRACTOR.

The relationship of the Parties is that of independent contractors. The Parties will not be deemed partners or joint ventures, nor will one Party be deemed an agent or employee of the other Party. Neither Party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other Party or to bind the other Party to any contract, agreement or undertaking with any third party, and no conduct of a Party shall be deemed to imply such right.

ARTICLE 23. SEVERABILITY.

If any provision of the Terms and Conditions or Supplemental Agreement is held to be invalid or unenforceable, the other provisions will not be affected by such invalidity or unenforceability.

ARTICLE 24. COMPLIANCE WITH LAWS; ETHICS.

Supplier will comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, labeling, transport, import, export, licensing, approval or certification of the Supplies, including laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. This Agreement incorporates by reference all clauses required by these laws.

ARTICLE 25. ENTIRE AGREEMENT.

The Purchase Order along with these Terms and Conditions, contains the entire agreement between the Parties with respect to its subject matter, and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter.

Signature

Company Name

Printed Name

Date Signed