

## TERMS AND CONDITIONS

1. If any purchase order or some other act of Buyer is an offer, acceptance is agreed to be as follows: (a) acceptance is limited to the terms of said offer; (b) acceptance shall be by any reasonable means, including the earlier of Seller's acknowledgment of said order or commencement of work on the goods or shipment of the goods; (c) notice is hereby given that Buyer objects to any terms additional to or different from those contained herein, which are proposed by the Seller; and (d) any such additional or different terms shall be deemed to materially alter said offer, and shall be of no force or effect. If said purchase order or some other act of Seller is an acceptance: (a) notice is hereby given that Buyer objects to any terms additional to or different from those contained herein, which are proposed by Seller; and (b) any such additional or different terms shall be deemed to materially alter the contract. If said purchase order is a confirmation: (a) Buyer hereby objects to any terms proposed by Seller which are additional to or different from those agreed to by Seller and Buyer herein; and (b) any such additional or different terms are deemed to materially alter the terms of the contract.
2. Buyer expects 100% on time delivery to permit the avoidance of excess freight and other associated charges. Time is of the essence. Delivery must be made within the specified time. If Seller fails to make deliveries or perform services at the agreed time, all damages suffered by Buyer and any premium transportation or other costs required to meet the specified delivery schedule shall be paid by Seller.
3. Seller warrants that the goods purchased from Seller will (i) comply with all specifications, drawings, descriptions, samples furnished and/or specified by Buyer, (ii) be merchantable, and (iii) be free from any defects in material and workmanship. Seller further warrants that all goods purchased by Buyer will be fit and sufficient for the purposes intended. Seller further warrants that, on delivery, Buyer will receive good title to the goods, free and clear of all liens and encumbrances and that all goods are free from any defects in workmanship and be of good and resalable quality. In the event goods are found to be defective and acknowledged as defective by Seller, Seller assumes cost of defective material, initial processing and/or freight charges accrued by Buyer on said defective material. These warranties are in addition to any warranties applicable by law or otherwise made by Seller and will survive acceptance and payment by Buyer. All warranties shall extend to Buyer's customers.
4. Seller shall indemnify and hold Buyer harmless from any breach of warranty by Seller and, Seller will defend, indemnify and hold Buyer harmless against all claims, liabilities, losses, damages and expenses for any damage or loss to person or property arising from any act, omission or negligence of Seller or its employees, agents or subcontractors in connection with performing this order or manufacturing or delivering the goods.
5. Buyer shall have the right to make unilateral changes in, or modifications to, a purchase order within a reasonable time and Seller agrees to accept such changes. In the event such changes result in additional costs, Buyer shall make an equitable adjustment in the purchase price, providing such additional costs are itemized in writing for Buyer by Seller, within reasonable date of the change.
6. Buyer may terminate a purchase order any time without cause, provided the Seller has not begun the manufacture of goods in question.
7. Seller shall be required to comply with all applicable governmental regulations to assure that the goods purchased by the Buyer are in compliance with all governmental, safety and environmental constraints on restricted toxic and hazardous materials.
8. Buyer shall have the right to visit the facility of the Seller, provided the Buyer gives sufficient notice. The Buyer shall have the right to inspect and audit the Seller to assure the process and product complies with Buyer specifications and requirements.
9. Seller agrees that it shall indemnify and hold Buyer harmless from any claims, injury, loss, or liability arising out of or in any way related to the performance of this agreement by persons on the premises of Buyer, or on behalf of, or at the request of Seller except for liability resulting from the negligence of Buyer, its agents, or employees.
10. In no event shall Buyer be liable for anticipated profits or for incidental, consequential or punitive damages of any kind, whether based in contract, tort or any other remedy. Buyer's liability on any claim of any kind for any loss or damage arising out of, in connection with, resulting from, or relating to this agreement in any way whatsoever, or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services or unit thereof which directly gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one year after the cause of the action has accrued.
11. Failures to perform hereunder shall be excused if, and to the extent that it is caused by an event or occurrence such as acts of God, actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, war, sabotage, court injunction or order. During this period of such failure to perform by Seller, Buyer may, at its option, purchase goods from other sources and reduce its order from Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in the applicable purchase order.
12. The contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, issued September 24, 1965, as amended, and all rules and regulations pursuant thereto, are a part of and included in this agreement and apply to any and all purchase orders.
13. This agreement, together with any and all purchase orders, exhibits, or supplements constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements.
14. This agreement and all transactions between Seller and Buyer will be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall be deemed entered into in Toledo, Lucas County, Ohio. Any action or suit initiated by Buyer hereunder must be exclusively brought in any federal or state court located in Lucas County, Ohio, and Buyer hereby consents to the jurisdiction of such courts.